

AGENDA
CITY COUNCIL MEETING
July 29, 2020
6:30 P.M.

REMOTE PARTICIPATION ONLY

- A. 6:30 Call to Order
- B. Roll Call
- C. Open Forum
During the emergency declaration, comments will be collected via email or mail at City Hall.
- D. 6:35 Approve Consent Agenda
 - 1. Approve Agenda
 - 2. Approve Meeting Minutes
 - 3. Approve Payment of Bills
 - 4. Park Hire
- E. 6:40 2021 Budget Discussion
-Library Budget
- F. 7:00 EDA Assisted Living Development
- G. 7:20 City Hall/Liquor Store Architect Contract
- H. 7:40 Emergency Updates
-Face Covering Mandate
- I. 7:55 Council & Staff Updates
- J. Attached correspondence:
 - 1. Other Meeting Minutes
 - 2. Upcoming Meeting Schedule
- K. 8:10 Adjourn

Grand Marais Community Vision:

“Grand Marais is a thriving community that features locally-grown economic opportunity, housing that meets all family needs, and a wide array of educational opportunities.

Hallmarks of the Grand Marais way of life include active recreation on the North Shore, commitment to community, an ethos of creativity and innovation, and stewardship of the unique natural environment.”

USING THE COMMUNITY VISION PLAN

[The Grand Marais Community Vision Plan](#) is a roadmap to the future, a document of community voices and ideas, and a collective call to action. The vision, values, priorities, and ideas provide a framework for future planning - and serve as a jumping-off point for further discussion, brainstorming, and community investment. This vision plan seeks to inspire solutions and initiatives that will uphold the values of the Grand Marais community and realize an exciting, community-led vision for the future.

THE PURPOSE OF THE PLAN

See the Big Picture:

The Grand Marais Vision Plan presents a wide-angle view of the community, summarizing key assets, challenges, trends, and aspirations across a range of issues impacting the quality of life in the community. The Plan is a resource for residents, businesses, property owners, City staff, and other interested parties wishing to learn more about the community, its current conditions, and future direction.

Set a Course for the Future:

The Plan presents an exciting, community-led vision that describes how Grand Marais will look, feel, and function in the future. The vision is intended to be ambitious, but achievable - and rooted in the existing qualities, character, strengths, and assets of the Grand Marais community.

Guide Future Action + Decision-Making:

The plan establishes a framework of principles and goals for future planning and action. This framework serves as a guide for future decision-making and a jumping-off point for discussion, imagination, and action. Community members, City staff, and community leaders all have a role to play to realize the vision and priorities presented here.

THE PLANS DEVELOPMENT

The Grand Marais Community Vision Plan was developed through an eight-month, community-driven process, involving a range of community stakeholders - residents, businesses, property owners, and community leaders. Community members contributed their own ideas, concerns, and priorities to the development of the Plan through a hands-on community workshop and community survey.

Community input was supplemented by a comprehensive analysis of existing conditions that examined social and economic characteristics, housing, land use, parks, transportation, and other physical conditions. The vision, principles, and goals presented in the Plan represent an in-depth and collaborative effort to understand the forces shaping Grand Marais' future and establish a collective direction for the future.

GRAND MARAIS COMMUNITY GOALS

The following six community goals* are the product of a public process that solicited comments, input, and ideas from a broad cross-section of Grand Marais residents, businesses, and property owners. These goals define community priorities and provide high-level direction for future community action and decision-making.

Support and enhance local business.

Grand Marais is the hub of Cook County, known for locally-owned businesses and livable wages. Land-use and zoning decisions help ensure the long-term economic viability of the community.

Ensure access to affordable, lifecycle housing for all people.

The community is concerned about the growing expense of housing and access to a variety of housing types that can serve all people throughout their lives.

Invest in safe, people-friendly infrastructure that supports active living.

Infrastructure is aesthetically pleasing, enhances Grand Marais' historic character and is safe for people who use a variety of transportation modes.

Enhance the community's deep connection to the outdoors and active engagement with the environment.

Lake Superior and the surrounding area are to be protected and celebrated by the community and the City, to be preserved for active use today and for generations to come.

Encourage the expansion of sustainable energy uses.

Community members recognize the value of their unique natural environment. They value preservation, active use of the natural environment, and sustainability in all community practices.

Expand education for the mind, body, and soul.

Grand Marais treasures arts practices, advancing education in all forms, and opportunities for community education and community development.

*The Grand Marais Community Goals are extracted from [The Grand Marais Community Vision Plan](#) page 8.

CITY OF GRAND MARAIS
MEETING MINUTES
July 8, 2020

Mayor Arrowsmith-DeCoux called the meeting to order at 6:30 p.m.

Members present: Jay Arrowsmith-DeCoux, Kelly Swearingen, Anton Moody, Craig Schulte and Tim Kennedy

Members absent: None

Staff present: Mike Roth, Patrick Knight, Kim Dunsmoor and Chris Hood

Others present: Jeff Miller, HGKi

Open Forum comments received:

- 1) The Grand Marais Business Coalition requests that the Grand Marais City Government impose an emergency regulation requiring that all face masks be worn by everyone entering all city owned public buildings that serve as “public accommodations.” The Business Coalition further requests that the City similarly require that all people wear masks in all outdoor areas within the city where maintaining six feet of distance from others is not feasible, such as to receive restaurant orders. Family homes and yards should be exempted.
- 2) Robin Penner and Bob Tamanaha made a strong plea to the city council to make masking mandatory in public and inside of city businesses and enforce it. We would not tolerate nudists, smokers or public defecation in our streets or businesses. We mandate and enforce other safety measures like seatbelts with little difficulty. Universal mask wearing is more important to health and safety of our citizens. I don’t feel safe coming to Grand Marais from Hovland to do business. I have seen business owners threatened and have been harassed for wearing a mask. Please mandate mask wearing in Grand Marais and enforce it.
- 3) Mark Shackleton of Grand Marais Subway responded to the city mask requirement request. If the citizens of Grand Marais wish it and it is within the authority granted to the Mayor/Council, then so be it. But this should not be a way of providing cover to individual businesses from making personal/business decisions they have every right to make. It would be best if Cook County and the City acted together or the Governor makes a state-wide order. To have a mish mash of policies within the county would be frustrating and confusing to locals and visitors. The Mayor of Minneapolis put that order in place because the city was experiencing very high infection rates. I personally believe strongly in wearing face masks.
- 4) Lyla Brown, Executive Director Grand Marais Art Colony believes in the importance of masks and face shields to deter the spreading of COVID-19. However, I would like to highlight the difficulty widespread masking presents for deaf, hard of hearing and those who have age related hearing loss and don’t even know that they lip read. If the city mandates masking, I would like to request an accommodation that face shields or transparent masks be used in more public settings.

- 5) John Gorski, Grand Marais resident: I was a vocal proponent of infill housing as a solution to an already identified affordable housing shortage in the last community visioning process. I was roundly and soundly shot down. Much has changed since then. The problem of affordable housing has become more acute and I appreciate your effort to find “more diverse and affordable housing options”. Unfortunately, because of the COVID-19 Pandemic, I respectfully must say that it is not the time to proceed with such an ambitious and life altering for everyone who lives in Grand Marais. We would see the loss of our urban forest, loss of historic homes and businesses to tear down investors, fights over view sheds, loss of privacy and an undeniably changed Grand Marais. These issues will be viewed differently by different people with different goals, desires and passions. A path to consensus on these issues will be difficult, and at times, contentious. Everyone deserves equal access to information and an equal opportunity to voice their thoughts, concerns and ideas. This cannot be achieved at a time when it is not safe to participate in public meetings and many are unable or unprepared to participate via electronic communication. This process, regardless how important, must be tabled until a time when the entire community can participate in defining the future of our hometown.

Motion by Swearingen, seconded by Kennedy to Approve the Agenda; June 24, 2020 Minutes; Payment of Bills; Grand Marais Lions Club Raffle drawing August 2, 2020; and hire Tanner DeBoer as Washroom Custodian. Approved unanimously.

Deb Smith is requesting a variance from the minimum lot width requirement to divide an existing 173' x 184' lot located in the R-1 Permanent Residential zone into two lots, one of which will be 59.5' in width. There is an existing single family home, detached garage and detached cabin. Neighboring properties include single family homes and a legal non-conforming commercial logging operation. A public hearing was held July 1, 2020. Virginia Palmer, representing the applicant, was present to answer any questions. No comments were submitted from the public. The existing utility connections from the house to the cabin have been disconnected and the purchaser understands that they will need to install utility services. The Planning Commission adopted the following findings: Additional residential infill lots are needed in the community, accommodate an existing development pattern, existing structures installed prior to the zoning ordinance would need to be removed to meet the minimum lot width requirement and the new lots will not alter the residential character of the neighborhood. The Planning Commission recommended approving the variance request by a 4-0 vote.

Motion by Moody, seconded by Kennedy to approve Resolution 2020-06 A Resolution of the City Council of the City of Grand Marais, Minnesota Approving the Request for a Variance for Debra Smith from the Minimum Lot Width Requirement. Utilities for the two lots must be separate. Approved unanimously.

Council discussed Proposed Ordinance 2020-02 that amends the Grand Marais Zoning Dealing with Residential Uses. This ordinance is the result of months of work by the Planning Commission, our consultants HKGi, the community and staff to address a City Council priority. The ordinance modifies our zoning regulations dealing with housing in a comprehensive way. The memo will explain the project goals, outline the process and list the changes at a high level that are included in the ordinance.

The following guiding principles were used:

- 1) Achieve community vision on housing
- 2) Rules are easy to understand/comply with
- 3) Remove barriers to new housing units
- 4) Allow additional use of existing public infrastructure
- 5) Bring most existing residential development into compliance
- 6) Design regulations/limits to protect top community values/issues.

Last year the City hired HGKi to assist in assessing the current housing situation and prepare a strategy to address the issues. The effort began with collecting data on existing housing that was reviewed by the Planning Commission, City Council and the community. Existing housing regulations were reviewed and we received a presentation of housing best practices. All of the maps developed, reports generated and meetings have been and remain available for review on the City's website www.ci.grand-marais.mn.us. Last fall the City convened a working group including potential housing seekers, local builders and developers and local officials to review the collected data and discuss housing in general. At the end of last year, the Planning Commission and Council reviewed the final implementation report and selected a few strategies to focus on to allow for additional housing to be constructed. During the entire process, we have produced periodic video updates on YouTube, placed ads in the newspaper and live-streamed and archived each meeting.

Ordinance Summary of what and where the significant proposed changes are:

1. The R-2 district is proposed for elimination.
2. Since the RCN district is also a residential district, it is being relocated to immediately follow the R-1 district in the ordinance.
3. New housing types have been added as uses to the R-1, RCN, and MU districts, including accessory dwelling units (ADUs), small apartment dwellings, large apartment dwellings, rowhouse/townhouse dwellings, and cottage courtyard developments.
4. New definitions have been added for the new housing types.
5. Tiny house is not identified as a separate housing type, since the Zoning Ordinance does not have a minimum dwelling size regulation. Alternatively, tiny house is included in the definitions for one family dwelling, cottage courtyard development, and accessory dwelling unit to establish that a tiny house is an allowed option for each of these housing types.
6. Manufactured house is not identified as a separate housing type since it is considered a housing construction type. Similar to the tiny house approach, a manufactured house is allowed as a one family dwelling. Manufactured home park development also remains a conditional use in R-1 and RCN.
7. Uses in the R-1 and RCN districts are separated between principal uses and accessory uses.
8. A new lot dimensional standards table - Table 19.05A Lot Dimension Standards for Residential Districts (R-1, RCN) has been added. Zoning districts R-1, R-2, and RCN are proposed to be removed from the existing table in the Zoning Ordinance - Table 19.13A Tabulation of District Provisions and Dimensional Requirements. Since the R-2 district is proposed to be eliminated from the Zoning Ordinance, R-2 does not

- show up on either table. 9. Table 19.05A establishes substantially reduced lot widths and areas based on each housing type. Another proposed change is to the current regulation that the minimum lot area increases by 2,000 sq. ft. for each additional dwelling unit over two units. The table shows this regulation being reduced in the small apartment (1,250 sq. ft.) and large apartment (1,000 sq. ft.) housing types.
9. Building height and yard setback regulations are listed in each of the two districts rather than included in Table 19.05A, since these regulations do not differ as much by housing type.
 10. Front yard setback is proposed to allow a setback smaller than 25 ft. where existing homes on the same block face have smaller front yard setbacks.
 11. Side yard setbacks are proposed to be reduced from 10 ft. to 5 ft., except for the larger scale housing types – rowhouse/townhouse and large apartment dwelling.
 12. A new section – Use Specific Standards (Sec. 19.13) – is added for organizing all standards for specific uses, including bed & breakfast homes, churches, self-service laundromats, manufactured homes, manufactured home park developments, automobile service stations, hotels, and the new housing types. In the future, additional uses could be added to this new section. Four subdivisions in 19.14 are relocated to the new Use Specific Standards section, which show up as deleted in the Table of Contents.
 13. All sign regulations are relocated to 19.14 Subdivision 10 Sign Regulations
 14. Various spelling and grammatical errors are corrected.

The Planning Commission held a public hearing on July 1, 2020, to consider the ordinance. We asked for comments from the public to be submitted in writing prior to the meeting. No new comments were received. The Planning Commission recommends that the City Council adopt the attached ordinance by a 4-0 vote.

Council discussed the maximum setback concept is confusing and they would like to hear more from the public before making these changes to the ordinance. The timing of the ordinance is not good because it is difficult to engage people to participate in the process without public face to face meetings and they were not ready to pass the ordinance without assurance from that the community supports it. Videos, documents, summary and the final document are on the city's website, ads were placed in the newspaper, facebook post reached 12,000 views with 174 responses and pop-up YouTube received 11,000 impressions and 2,738 watched the video. Staff will try to engage the community in a variety of ways. Council will consider the 1st Reading of the Ordinance at the August 12, 2020, regularly scheduled meeting.

Council discussed the Grand Marais Business Coalition request for a mask ordinance that was received a couple days ago. As a statutory city, we would cannot make a proclamation, it would have to be an emergency ordinance. Other cities using proclamations or emergency ordinances include Winona, Rochester, Mankato and Duluth. Some of these regulations issue a warning and others issue a criminal penalty. Comments for and against the concept were received by different councilors. Council considered other partners in the Emergency Operations Center and the Governor. Other considerations include definitions of spaces where the ordinance would apply, who will enforce it and guidance already in place from the CDC and the Governor.

Motion by Kennedy, seconded by Moody to send a letter to the Governor requesting support for a statewide standard for mask requirements.

Ayes: Kennedy, Moody, Swearingen, Arrowsmith-DeCoux Abstain: Schulte

Councilor Moody's Report:

- 1) Received a request from Gun Flint Tavern to shut down Wisconsin Street to allow for more dining space.
- 2) Lines outside dining pickup windows are busy.

Councilor Swearingen's Report:

- 1) Website is not updated with council packet information – Communications Director noted that there is a glitch on the website and it will be fixed tomorrow.
- 2) Need to add more garbage cans because there is garbage ending up in the streets.

Councilor Kennedy's Report:

- 1) The City could use CARES Act funding for the cost of additional garbage cans and staff. Businesses should be asked to put out a can for themselves.

Councilor Schulte's Report:

- 1) There is no place for people to sit while waiting for to go orders. Sometimes the wait is 30, 60 or 90 minutes.
- 2) The golf membership level is stable, golf revenues are up from 2019 and the YMCA postponed their event until fall. Another tournament is being considered for September.
- 3) The park revenue is up for June: however, we are behind \$100,000 from 2019 at this time. There is a good chance that we can make up that revenue. Tent camping has increased due to other campgrounds being closed.
- 4) Park Board suggested a reduced storage rate for Canadian campers who were unable to use their seasonal site due to the border being closed.
- 5) An application for water-skiing was approved contingent on a new application and proof of liability insurance.

Councilor Kennedy's Report:

- 1) Decided to not run for re-election this fall. Hope people will be interested in filing for office.

Councilor Arrowsmith-DeCoux's Report:

- 1) COVID-19 business is taking a lot of time.
- 2) The Seagull Permit Application: I was a bit naïve about writing a letter from the City. We will work on a cheat sheet for the Seagull Permit Application and make the information available to people.

There being no further business, the meeting adjourned at 9:02 p.m.



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: June 2020

Payments Batch 7-13-20DEPR \$91.25

Refer 0 TIFFANY FYSTROM

Cash Payment G 604-11504 Undistributed Receipts 000000280701 \$91.25

Invoice

Transaction Date 7/13/2020 MAIN CHECKING G 10100 Total \$91.25

Fund Summary

	10100 MAIN CHECKING GMSB	
604 ELECTRIC		\$91.25
		<u>\$91.25</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$91.25
Total	<u>\$91.25</u>



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: July 2020

Payments Batch 7-17-20 APP \$218,425.62

Refer	80171	<i>FURTHER</i>		<u>Ck# 004979E 7/17/2020</u>		
Cash Payment	G 101-21713	H.S.A. /FSA				\$466.00
Invoice	07172020	7/17/2020				
Transaction Date	7/14/2020	Due 8/13/2020	MAIN CHECKING G	10100	Total	\$466.00
Refer	80172	<i>EMPOWER</i>		<u>Ck# 004980E 7/17/2020</u>		
Cash Payment	G 101-21720	MN State Retirement DeferC				\$855.00
Invoice	844867441	7/17/2020				
Transaction Date	7/14/2020	Due 8/13/2020	MAIN CHECKING G	10100	Total	\$855.00
Refer	80173	<i>PERA</i>		<u>Ck# 004981E 7/17/2020</u>		
Cash Payment	G 101-21704	PERA				\$7,227.68
Invoice	564672	7/17/2020				
Transaction Date	7/14/2020	Due 8/13/2020	MAIN CHECKING G	10100	Total	\$7,227.68
Refer	80174	<i>MN DEPT OF REVENUE-EFTPS</i>		<u>Ck# 004982E 7/17/2020</u>		
Cash Payment	G 101-21702	State Withholding				\$2,750.53
Invoice	1-975-709-984	7/17/2020				
Transaction Date	7/14/2020	Due 8/13/2020	MAIN CHECKING G	10100	Total	\$2,750.53
Refer	80175	<i>DEPT OT THE TREASURY IRS</i>		<u>Ck# 004983E 7/17/2020</u>		
Cash Payment	G 101-21703	FICA Tax Withholding				\$8,079.84
Invoice	81764212	7/17/2020				
Cash Payment	G 101-21717	Medicare				\$1,897.68
Invoice	81764212	7/17/2020				
Cash Payment	G 101-21701	Federal Withholding				\$5,037.12
Invoice	81764212	7/17/2020				
Transaction Date	7/14/2020	Due 8/13/2020	MAIN CHECKING G	10100	Total	\$15,014.64
Refer	80176	<i>THRIVENT FINANCIAL FOR LUTHE</i>				
Cash Payment	G 101-21714	Thrivent Financial				\$100.00
Invoice	C2763539	7/17/2020				
Transaction Date	7/14/2020	Due 8/13/2020	MAIN CHECKING G	10100	Total	\$100.00
Refer	80177	<i>LEAGUE OF MN CITIES - W/C</i>				
Cash Payment	E 101-43100-150	Worker s Comp (GENER				\$16,966.51
Invoice	WC1003965-4	6/15/2020				
Cash Payment	E 101-42200-150	Worker s Comp (GENER				\$4,033.10
Invoice	WC1003965-4	6/15/2020				
Cash Payment	E 609-49750-150	Worker s Comp (GENER				\$11,192.35
Invoice	WC1003965-4	6/15/2020				
Cash Payment	E 101-41400-150	Worker s Comp (GENER				\$1,181.85
Invoice	WC1003965-4	6/15/2020				
Cash Payment	E 101-41940-150	Worker s Comp (GENER				\$1,483.78
Invoice	WC1003965-4	6/15/2020				
Cash Payment	E 101-45125-150	Worker s Comp (GENER				\$1,530.77
Invoice	WC1003965-4	6/15/2020				
Cash Payment	E 101-45100-150	Worker s Comp (GENER				\$19,868.28
Invoice	WC1003965-4	6/15/2020				
Cash Payment	E 211-45500-150	Worker s Comp (GENER				\$2,235.65
Invoice	WC1003965-4	6/15/2020				



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Payments

City of Grand Marais

Current Period: July 2020

Cash Payment	E 101-41110-150 Worker s Comp (GENER								\$115.13
Invoice	WC1003965-4	6/15/2020							
Cash Payment	E 601-49440-151 Worker s Comp Insuranc								\$2,411.87
Invoice	WC1003965-4	6/15/2020							
Cash Payment	E 604-49590-151 Worker s Comp Insuranc								\$5,971.53
Invoice	WC1003965-4	6/15/2020							
Cash Payment	E 602-49490-151 Worker s Comp Insuranc								\$7,549.29
Invoice	WC1003965-4	6/15/2020							
Cash Payment	E 604-49590-151 Worker s Comp Insuranc								\$821.05
Invoice	WC1003965-4	6/15/2020							
Cash Payment	E 601-49440-151 Worker s Comp Insuranc								\$230.92
Invoice	WC1003965-4	6/15/2020							
Cash Payment	E 602-49490-151 Worker s Comp Insuranc								\$230.92
Invoice	WC1003965-4	6/15/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$75,823.00
Refer	80178	VOYAGEUR BREWING COMPANY							
Cash Payment	E 609-49750-252 Beer For Resale								\$270.00
Invoice	2983	7/2/2020							
Cash Payment	E 609-49750-252 Beer For Resale								\$1,327.50
Invoice	2999	7/7/2020							
Cash Payment	E 609-49750-252 Beer For Resale								\$300.00
Invoice	3016	7/9/2020							
Cash Payment	E 609-49750-252 Beer For Resale								\$1,350.00
Invoice	3029	7/16/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$3,247.50
Refer	80179	BERNICKS							
Cash Payment	E 609-49750-252 Beer For Resale								\$13,155.77
Invoice	740165	7/2/2020							
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa								\$19.75
Invoice	740164	7/2/2020							
Cash Payment	E 101-45125-252 Beer For Resale								\$256.80
Invoice	739940	7/2/2020							
Cash Payment	E 609-49750-252 Beer For Resale								\$15,670.31
Invoice	741249	7/9/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$29,102.63
Refer	80180	JOHNSON BROTHERS LIQUOR							
Cash Payment	E 609-49750-251 Liquor For Resale								\$5,630.35
Invoice	1589661	7/1/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$175.38
Invoice	1589661	7/1/2020							
Cash Payment	E 609-49750-251 Liquor For Resale								\$194.00
Invoice	1593538	7/8/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$5.12
Invoice	1593538	7/8/2020							
Cash Payment	E 609-49750-251 Liquor For Resale								\$1,880.27
Invoice	1593540	7/8/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$76.81
Invoice	1593540	7/8/2020							



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Payments

City of Grand Marais

Current Period: July 2020

Cash Payment	E 609-49750-251 Liquor For Resale								\$5,024.26
Invoice	1593539	7/8/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$138.27
Invoice	1593539	7/8/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$13,124.46
Refer	80181	<i>SUPERIOR BEVERAGES LLC</i>							
Cash Payment	E 609-49750-252 Beer For Resale								\$5,485.60
Invoice	850114	7/1/2020							
Cash Payment	E 609-49750-252 Beer For Resale								\$3,224.85
Invoice	850533	7/8/2020							
Cash Payment	E 609-49750-252 Beer For Resale								\$5,873.50
Invoice	850957	7/15/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$14,583.95
Refer	80182	<i>LAKESHORE ICE</i>							
Cash Payment	E 609-49750-259 Other For Resale								\$301.32
Invoice	02-004503	7/1/2020							
Cash Payment	E 609-49750-259 Other For Resale								\$382.20
Invoice	02-004574	7/10/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$683.52
Refer	80183	<i>ARTISAN BEER COMPANY</i>							
Cash Payment	E 609-49750-252 Beer For Resale								\$431.50
Invoice	3425566	7/1/2020							
Cash Payment	E 609-49750-252 Beer For Resale								\$1,284.45
Invoice	3426674	7/8/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$1,715.95
Refer	80184	<i>SOUTHERN GLAZER S OF MN</i>							
Cash Payment	E 609-49750-251 Liquor For Resale								\$5,598.57
Invoice	1967827	7/1/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$106.60
Invoice	1967827	7/1/2020							
Cash Payment	E 609-49750-251 Liquor For Resale								\$3,221.91
Invoice	1970041	7/8/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$84.05
Invoice	1970041	7/8/2020							
Cash Payment	E 609-49750-251 Liquor For Resale								\$4,313.94
Invoice	1972602	7/15/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$84.05
Invoice	1972602	7/15/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$13,409.12
Refer	80185	<i>WINE MERCHANTS</i>							
Cash Payment	E 609-49750-251 Liquor For Resale								\$276.00
Invoice	7289715	7/1/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$7.68
Invoice	7289715	7/1/2020							
Cash Payment	E 609-49750-251 Liquor For Resale								\$978.00
Invoice	7290328	7/8/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$23.04
Invoice	7290328	7/8/2020							



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Payments

City of Grand Marais

Current Period: July 2020

Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G 10100	Total	\$1,284.72
Refer	80186	<i>BREAKTHRU BEVERAGE</i>	-		
Cash Payment	E 609-49750-251	Liquor For Resale			\$2,563.17
Invoice	1081149289	6/29/2020			
Cash Payment	E 609-49750-333	Freight and Express			\$38.85
Invoice	1081149289	6/29/2020			
Cash Payment	E 609-49750-251	Liquor For Resale			\$2,423.73
Invoice	1081155262	7/14/2020			
Cash Payment	E 609-49750-333	Freight and Express			\$42.55
Invoice	1081149289	6/29/2020			
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G 10100	Total	\$5,068.30
Refer	80187	<i>ROOTSTOCK WINE COMPANY</i>	-		
Cash Payment	E 609-49750-251	Liquor For Resale			\$1,416.00
Invoice	20-12300	7/1/2020			
Cash Payment	E 609-49750-333	Freight and Express			\$60.00
Invoice	20-12300	7/1/2020			
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G 10100	Total	\$1,476.00
Refer	80188	<i>THE AMERICAN BOTTLING COMP</i>	-		
Cash Payment	E 609-49750-260	Soft Drinks/Mix For Resa			\$111.87
Invoice	3313611243	7/2/2020			
Cash Payment	E 609-49750-260	Soft Drinks/Mix For Resa			-\$1.32
Invoice	3313611244	7/2/2020			
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G 10100	Total	\$110.55
Refer	80189	<i>PHILLIPS WINE & SPIRITS</i>	-		
Cash Payment	E 609-49750-251	Liquor For Resale			\$3,153.35
Invoice	6055145	7/1/2020			
Cash Payment	E 609-49750-333	Freight and Express			\$66.57
Invoice	6055145	7/1/2020			
Cash Payment	E 609-49750-333	Freight and Express			\$2.56
Invoice	6057792	7/8/2020			
Cash Payment	E 609-49750-251	Liquor For Resale			\$4,616.65
Invoice	6057793	7/8/2020			
Cash Payment	E 609-49750-333	Freight and Express			\$102.41
Invoice	6057793	7/8/2020			
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G 10100	Total	\$7,941.54
Refer	80190	<i>COOK COUNTY AUDITOR-TREASU</i>	-		
Cash Payment	G 101-20800	Taxes Due (State MN) JUNE 2020			\$5,624.96
Invoice	JUN-20	7/1/2020			
Cash Payment	G 101-20800	Taxes Due (State MN) MAY 2020			-\$2.65
Invoice	JUN-20	7/1/2020			
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G 10100	Total	\$5,622.31
Refer	80191	<i>COCA-COLA REFRESHMENTS</i>	-		
Cash Payment	E 609-49750-260	Soft Drinks/Mix For Resa			\$52.10
Invoice	2541717	7/8/2020			
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G 10100	Total	\$52.10
Refer	80192	<i>MN PEIP</i>	-		



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Cash Payment	G 101-21706 Health Insurance								\$14,669.10
Invoice	987624	7/10/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$14,669.10
Refer	80193	<i>BELLBOY CORPORATION - LIQUO</i>							
Cash Payment	E 609-49750-251 Liquor For Resale								\$421.60
Invoice	0084797100	7/7/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$29.70
Invoice	0084797100	7/7/2020							
Cash Payment	E 609-49750-259 Other For Resale								\$114.72
Invoice	0101634400	7/7/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$5.00
Invoice	0101634400	7/7/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$571.02
Refer	80194	<i>NORTH SHORE WINERY</i>							
Cash Payment	E 609-49750-251 Liquor For Resale								\$252.00
Invoice	2115	7/9/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$252.00
Refer	80195	<i>PAUSTIS WINE COMPANY</i>							
Cash Payment	E 609-49750-251 Liquor For Resale								\$1,185.00
Invoice	95037	7/8/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$75.00
Invoice	95037	7/8/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$1,260.00
Refer	80196	<i>THE WINE COMPANY</i>							
Cash Payment	E 609-49750-251 Liquor For Resale								\$1,864.00
Invoice	145951	7/7/2020							
Cash Payment	E 609-49750-333 Freight and Express								\$110.00
Invoice	145951	7/7/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$1,974.00
Refer	80197	<i>MN DEPT OF LABOR AND INDUST</i>							
Cash Payment	E 101-43100-430 Miscellaneous (GENERA								\$10.00
Invoice	ABR0234239X	7/7/2020							
Cash Payment	E 101-45100-439 Licenses								\$10.00
Invoice	ABR0234239X	7/7/2020							
Cash Payment	E 101-45125-439 Licenses								\$10.00
Invoice	ABR0234239X	7/7/2020							
Cash Payment	E 101-41942-220 Repair/Maint Supply (GE								\$10.00
Invoice	ABR0234239X	7/7/2020							
Transaction Date	7/16/2020	Due 8/15/2020	MAIN CHECKING G	10100			Total		\$40.00



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City of Grand Marais

Current Period: July 2020

Fund Summary

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$92,181.48
211 LIBRARY		\$2,235.65
601 WATER		\$2,642.79
602 SEWER		\$7,780.21
604 ELECTRIC		\$6,792.58
609 MUNICIPAL LIQUOR FUND		\$106,792.91
		<hr/>
		\$218,425.62

Pre-Written Checks	\$26,313.85
Checks to be Generated by the Computer	\$192,111.77
	<hr/>
Total	\$218,425.62



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Payments Batch 7-30-20 AP \$245,728.07

Refer	80199 WEX BANK	Ck# 004984E 7/24/2020			
Cash Payment	E 101-43100-212 Motor Fuels				\$32.32
Invoice	66500511 7/15/2020				
Cash Payment	E 604-49570-212 Motor Fuels				\$32.32
Invoice	66500511 7/15/2020				
Cash Payment	E 101-45100-212 Motor Fuels				\$9.24
Invoice	66500511 7/15/2020				
Cash Payment	E 601-49440-212 Motor Fuels				\$9.24
Invoice	66500511 7/15/2020				
Cash Payment	E 602-49490-212 Motor Fuels				\$9.24
Invoice	66500511 7/15/2020				
Cash Payment	E 101-45125-212 Motor Fuels				\$476.42
Invoice	66496836 7/15/2020				
Cash Payment	E 604-49570-212 Motor Fuels				\$193.35
Invoice	66504056 7/15/2020				
Cash Payment	E 101-43100-212 Motor Fuels				\$218.32
Invoice	66507940 7/15/2020				
Cash Payment	E 601-49440-212 Motor Fuels				\$127.32
Invoice	66509581 7/15/2020				
Cash Payment	E 602-49490-212 Motor Fuels				\$127.31
Invoice	66509581 7/15/2020				
Cash Payment	E 101-45100-212 Motor Fuels				\$385.37
Invoice	66496837 7/15/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total \$1,620.45
Refer	80200 BUCK S HARDWARE HANK				
Cash Payment	E 211-45500-200 Office Supplies (GENER				\$11.80
Invoice	1140 6/30/2020				
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE				\$504.76
Invoice	1712 6/30/2020				
Cash Payment	E 604-49570-210 Operating Supplies (GEN				\$23.16
Invoice	2088 6/30/2020				
Cash Payment	E 101-41400-210 Operating Supplies (GEN				\$7.58
Invoice	1848 6/30/2020			Project 2020	
Cash Payment	E 609-49750-321 Telephone				\$40.09
Invoice	1848 6/30/2020			Project 2020	
Cash Payment	E 609-49750-210 Operating Supplies (GEN				\$9.73
Invoice	1630 6/30/2020			Project 2020	
Cash Payment	E 602-49480-300 Professional Srvs (GENE				\$51.66
Invoice	1160 6/30/2020				
Cash Payment	E 601-49420-210 Operating Supplies (GEN				\$8.94
Invoice	1160 6/30/2020				
Cash Payment	E 101-45125-211 Operating Supplies				\$104.58
Invoice	9988 6/30/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total \$762.30
Refer	80201 COOK COUNTY HOME CENTER				
Cash Payment	E 211-45500-220 Repair/Maint Supply (GE				\$53.81
Invoice	1140 6/30/2020				



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City of Grand Marais

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Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$10.58
Refer	80207	TWIN PORTS PAPER & SUPPLY IN		-		
Cash Payment	E 101-45100-210	Operating Supplies (GEN				\$1,160.57
Invoice	450880	7/14/2020				
Cash Payment	E 101-45100-210	Operating Supplies (GEN				\$55.06
Invoice	450879	7/14/2020				
Cash Payment	E 609-49750-210	Operating Supplies (GEN				\$56.47
Invoice	449288	6/30/2020				
Cash Payment	E 225-41400-200	Office Supplies (GENER				\$36.37
Invoice	448007A	7/8/2020		Project 2020		
Cash Payment	E 609-49750-210	Operating Supplies (GEN				\$377.62
Invoice	450830	7/14/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$1,686.09
Refer	80208	NORDIC ELECTRIC		-		
Cash Payment	E 101-45184-220	Repair/Maint Supply (GE				\$100.00
Invoice	16797	7/13/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$100.00
Refer	80209	XEROX CORPORATION		-		
Cash Payment	E 101-45100-200	Office Supplies (GENER				\$51.69
Invoice	010683934	7/1/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$51.69
Refer	80210	MCMILLAN OUTDOOR & TREE SE		-		
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE				\$575.00
Invoice	1889	7/12/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$575.00
Refer	80211	ASPIRA		-		
Cash Payment	E 101-45100-210	Operating Supplies (GEN				\$5,275.00
Invoice	GRMA BYS 620	6/30/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$5,275.00
Refer	80212	STEVE S SPORTS AND AUTO		-		
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE				\$25.88
Invoice	1712	6/30/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$25.88
Refer	80213	G&G SEPTIC		-		
Cash Payment	E 101-45100-418	Portable Toilet Rentals				\$270.06
Invoice	20517	6/30/2020				
Cash Payment	E 101-45189-418	Portable Toilet Rentals				\$4,508.20
Invoice	20517	6/30/2020				
Cash Payment	E 101-45184-418	Portable Toilet Rentals				\$346.79
Invoice	20517	6/30/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$5,125.05
Refer	80214	GRAINGER		-		
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE				\$33.15
Invoice	9582435781	7/8/2020				
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE				\$40.17
Invoice	9580410463	7/6/2020				



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City of Grand Marais

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Cash Payment	E 101-43100-317 Contracted Services								\$650.00
Invoice 27651		7/10/2020							
Cash Payment	E 604-49570-210 Operating Supplies (GEN								\$425.00
Invoice 27610		6/30/2020							
Cash Payment	E 601-49430-317 Contracted Services								\$357.50
Invoice 27609		6/30/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$1,432.50
Refer	80223	LAKESHORE ICE							-
Cash Payment	E 609-49750-259 Other For Resale								\$252.96
Invoice 02-004625		7/22/2020							
Cash Payment	E 609-49750-259 Other For Resale								\$494.48
Invoice 02-004598		7/17/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$747.44
Refer	80224	VOYAGEUR BREWING COMPANY							-
Cash Payment	E 609-49750-252 Beer For Resale								\$1,530.00
Invoice 3050		7/23/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$1,530.00
Refer	80225	BERNICKS							-
Cash Payment	E 609-49750-252 Beer For Resale								\$9,890.26
Invoice 743417		7/23/2020							
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa								\$19.75
Invoice 743416		7/23/2020							
Cash Payment	E 609-49750-252 Beer For Resale								\$11,959.87
Invoice 742248		7/16/2020							
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa								\$98.75
Invoice 742247		7/16/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$21,968.63
Refer	80226	COCA-COLA REFRESHMENTS							-
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa								\$129.45
Invoice 2552843		7/22/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$129.45
Refer	80227	COOK COUNTY NEWS HERALD							-
Cash Payment	E 101-41400-350 Publishing								\$371.25
Invoice 8909		6/6/2020							
Cash Payment	E 101-41910-350 Publishing								\$135.00
Invoice 8922		6/20/2020							
Cash Payment	E 101-41400-350 Publishing								\$283.50
Invoice 8922		6/20/2020							
Cash Payment	E 101-41910-350 Publishing								\$517.00
Invoice 8929		6/27/2020							
Cash Payment	E 211-45500-340 Advertising								\$94.50
Invoice 8839		5/2/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$1,401.25
Refer	80228	WALKER, GIROUX & HAHNE							-
Cash Payment	E 101-41500-301 Auditing and Acct g Servi								\$15,250.00
Invoice 63965		6/30/2020							



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Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$606.85
Refer	80237	TOTAL REGISTER				
Cash Payment	E 609-49750-580	Capital Outlay (Equipme				\$354.82
Invoice	T218387163	6/30/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$354.82
Refer	80238	PRO-ACTION COMMUNICATIONS				
Cash Payment	E 609-49750-321	Telephone				\$287.56
Invoice	81193	6/23/2020			Project 2020	
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$287.56
Refer	80239	MTI DISTRIBUTING INC.				
Cash Payment	E 101-45125-221	Equipment Parts/Building				\$287.25
Invoice	1263892-00	6/24/2020				
Cash Payment	E 101-45125-221	Equipment Parts/Building				\$167.93
Invoice	1263980-00	6/25/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$455.18
Refer	80240	JAVA MOOSE				
Cash Payment	E 604-49590-200	Office Supplies (GENER				\$55.00
Invoice	998	7/7/2020				
Cash Payment	E 609-49750-200	Office Supplies (GENER				\$55.00
Invoice	998	7/7/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$110.00
Refer	80241	MN DEPT OF REVENUE-EFTPS			Ck# 004987E 7/7/2020	
Cash Payment	G 101-20800	Taxes Due (State MN)				\$3,936.00
Invoice	0-855-396-640	6/30/2020				
Cash Payment	G 609-20800	Taxes Due (State MN)				\$8,052.00
Invoice	0-855-396-640	6/30/2020				
Cash Payment	G 601-20800	Taxes Due (State MN)				\$804.00
Invoice	0-855-396-640	6/30/2020				
Cash Payment	G 604-20800	Taxes Due (State MN)				\$1,445.00
Invoice	0-855-396-640	6/30/2020				
Cash Payment	G 101-20800	Taxes Due (State MN)				\$2,435.00
Invoice	0-855-396-640	6/30/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$16,672.00
Refer	80242	MMUA				
Cash Payment	E 101-41900-308	Safety Assistance Progra				\$3,887.50
Invoice	55530	7/7/2020				
Cash Payment	E 604-49570-308	Safety Assistance Progra				\$450.00
Invoice	55530	7/7/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$4,337.50
Refer	80243	GRAND MARAIS MARATHON				
Cash Payment	E 101-45100-212	Motor Fuels				\$44.68
Invoice	1849	7/1/2020				
Cash Payment	E 101-43100-212	Motor Fuels				\$11.75
Invoice	1849	7/1/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$56.43
Refer	80244	SMMPPA			Ck# 004988E 7/27/2020	



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Cash Payment	E 604-49560-388 Purchase Power								\$103,364.89
Invoice	JUNE 2020	7/1/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$103,364.89
Refer	80245	FLAHERTY & HOOD, P.A.	-						
Cash Payment	E 101-41610-304 Attorney(Civil)								\$4,317.75
Invoice	14859	7/7/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$4,317.75
Refer	80246	GRAND MARAIS AUTO PARTS, INC	-						
Cash Payment	E 101-45125-221 Equipment Parts/Building								\$277.21
Invoice	9988	6/23/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$277.21
Refer	80248	MOR GOLF AND UTILITY	-						
Cash Payment	E 101-45125-221 Equipment Parts/Building								\$216.72
Invoice	100164	7/1/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$216.72
Refer	80249	NINAWORKS!	-						
Cash Payment	E 101-45125-340 Advertising								\$25.00
Invoice	200720	6/17/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$25.00
Refer	80250	ARROWHEAD COOPERATIVE							
									Ck# 004989E 7/20/2020
Cash Payment	E 101-45125-380 Utility Services (GENER								\$249.83
Invoice	908127	6/30/2020							
Cash Payment	E 101-45125-380 Utility Services (GENER								\$68.59
Invoice	901298	6/30/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$318.42
Refer	80251	NORTH SHORE WASTE	-						
Cash Payment	E 101-45125-310 Service Agreements								\$1,912.95
Invoice	72781	6/30/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$1,912.95
Refer	80252	WATER CONSERVATION SERVICE	-						
Cash Payment	E 601-49430-317 Contracted Services								\$2,525.00
Invoice	10564	7/8/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$2,525.00
Refer	80253	UTILITY CONSULTANTS, INC	-						
Cash Payment	E 602-49480-300 Professional Srvs (GENE								\$580.12
Invoice	105592	7/1/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$580.12
Refer	80254	MY BROTHERS PLACE AUTO REP	-						
Cash Payment	E 604-49570-404 Repairs/Maint Machinery								\$38.00
Invoice	6611	7/2/2020							
Cash Payment	E 604-49570-404 Repairs/Maint Machinery								\$889.05
Invoice	6593	7/2/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$927.05
Refer	80255	DIAMOND VOGEL PAINTS	-						



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Cash Payment	E 101-43100-224 Street Maint Materials								\$425.10
Invoice	809165417	6/4/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$425.10
Refer	80256	NORTHERN WILDS							
Cash Payment	E 609-49750-340 Advertising								\$207.05
Invoice	27240	7/6/2020				Project 2020			
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$207.05
Refer	80257	GRAND MARAIS GARDEN CLUB							
Cash Payment	E 101-45189-225 Landscaping Materials	PLANTING							\$868.52
Invoice	SUMMER 2020	7/13/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$868.52
Refer	80258	HAWKINS, INC.							
Cash Payment	E 601-49420-218 Operating Supplies- Che								\$894.04
Invoice	4745566	7/1/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$894.04
Refer	80259	EMERGENCY RESPONSE SOLUTI							
Cash Payment	E 101-42200-210 Operating Supplies (GEN								\$170.10
Invoice	15616	7/9/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$170.10
Refer	80260	ALLIED GENERATORS							
Cash Payment	E 604-49551-210 Operating Supplies (GEN								\$1,245.00
Invoice	24309	7/8/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$1,245.00
Refer	80261	TEAM LABORATORY CHEMICAL C							
Cash Payment	E 602-49480-210 Operating Supplies (GEN								\$875.50
Invoice	INV0021452	6/30/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$875.50
Refer	80262	CENTURYLINK							
Cash Payment	E 601-49440-321 Telephone								\$57.40
Invoice	2183871788	7/1/2020							
Cash Payment	E 601-49440-321 Telephone								\$69.36
Invoice	218 D24-1002	7/1/2020							
Cash Payment	E 601-49440-321 Telephone								\$69.36
Invoice	218 D24-1001	7/1/2020							
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100			Total		\$196.12
Refer	80263	ZIEGLER INC.							
Cash Payment	E 101-43100-220 Repair/Maint Supply (GE								\$213.58
Invoice	PC070237782	6/25/2020							
Cash Payment	E 604-49570-220 Repair/Maint Supply (GE								\$213.57
Invoice	PC070237782	6/25/2020							
Cash Payment	E 601-49430-220 Repair/Maint Supply (GE								\$61.02
Invoice	PC070237782	6/25/2020							
Cash Payment	E 602-49451-220 Repair/Maint Supply (GE								\$61.02
Invoice	PC070237782	6/25/2020							
Cash Payment	E 101-45100-220 Repair/Maint Supply (GE								\$61.02
Invoice	PC070237782	6/25/2020							



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: July 2020

Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$610.21
Refer	80264 <u>ZIEGLER INC.</u>					-
Cash Payment	E 101-43100-220	Repair/Maint Supply (GE				\$91.77
Invoice	50C311209	6/19/2020				
Cash Payment	E 604-49570-220	Repair/Maint Supply (GE				\$91.77
Invoice	50C311209	6/19/2020				
Cash Payment	E 601-49430-220	Repair/Maint Supply (GE				\$26.22
Invoice	50C311209	6/19/2020				
Cash Payment	E 602-49451-220	Repair/Maint Supply (GE				\$26.22
Invoice	50C311209	6/19/2020				
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE				\$26.22
Invoice	50C311209	6/19/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$262.20
Refer	80265 <u>POMPS TIRE SERVICE INC.</u>					-
Cash Payment	E 101-43100-220	Repair/Maint Supply (GE				\$408.99
Invoice	530101030	6/25/2020				
Cash Payment	E 604-49570-220	Repair/Maint Supply (GE				\$409.00
Invoice	530101030	6/25/2020				
Cash Payment	E 601-49430-220	Repair/Maint Supply (GE				\$116.86
Invoice	530101030	6/25/2020				
Cash Payment	E 602-49451-220	Repair/Maint Supply (GE				\$116.86
Invoice	530101030	6/25/2020				
Cash Payment	E 101-45100-220	Repair/Maint Supply (GE				\$116.85
Invoice	530101030	6/25/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$1,168.56
Refer	80266 <u>PAUL JONES</u>					-
Cash Payment	E 101-45125-211	Operating Supplies				\$169.02
Invoice	FLEET FARM	7/13/2020				
Cash Payment	E 101-45125-211	Operating Supplies				\$32.22
Invoice	SAMS CLUB	7/19/2020				
Cash Payment	E 101-45125-260	Soft Drinks/Mix For Resa				\$130.40
Invoice	SAMS CLUB	7/7/2020				
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G	10100	Total	\$331.64
Refer	80267 <u>AMAZON CAPITAL SERVICES</u>					-
Cash Payment	E 211-45500-437	Audio Visual / DVD				\$20.43
Invoice	1Q3L-PRGP-6L	7/12/2020				
Cash Payment	E 211-45500-437	Audio Visual / DVD				\$91.03
Invoice	164G-VP96-C7P	7/16/2020				
Cash Payment	E 211-45500-435	Books, Periodicals				\$48.84
Invoice	1XNW-7YNP-3Q	7/9/2020				
Cash Payment	E 211-45500-435	Books, Periodicals				\$32.15
Invoice	1NQX-CLNX-HJ7	7/10/2020				
Cash Payment	E 211-45500-435	Books, Periodicals				\$60.43
Invoice	19CR-C6X6-Q9K	7/21/2020				
Cash Payment	E 211-45500-200	Office Supplies (GENER				\$87.68
Invoice	17FY-WFNQ-W6	7/14/2020				
Cash Payment	E 211-45500-435	Books, Periodicals				\$43.99
Invoice	17FY-WFNQ-W6	7/14/2020				



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: July 2020

Cash Payment	E 211-45500-435 Books, Periodicals		\$13.70
Invoice	1VJX-JMQQ-GR	7/17/2020	
Cash Payment	E 211-45500-200 Office Supplies (GENER		\$228.87
Invoice	1VJX-JMQQ-GR	7/17/2020	
Cash Payment	E 211-45500-200 Office Supplies (GENER		\$33.98
Invoice	1YDN-NJ4T-4CV	7/1/2020	
Cash Payment	E 211-45500-437 Audio Visual / DVD		\$18.78
Invoice	17DN-NJ4T-4CV	7/1/2020	
Cash Payment	E 225-45500-200 Office Supplies (GENER		\$107.32
Invoice	1M76-GXP1-6P1	7/12/2020	Project 2020
Cash Payment	E 225-45500-200 Office Supplies (GENER		\$319.42
Invoice	14HC-L1PG-LJ73	7/17/2020	Project 2020
Cash Payment	E 225-45500-200 Office Supplies (GENER		-\$38.28
Invoice	1VJX-JMQQ-6P1	7/17/2020	
Transaction Date	7/23/2020	Due 8/22/2020	MAIN CHECKING G 10100
		Total	\$1,068.34

Fund Summary

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$64,683.38
211 LIBRARY		\$2,979.30
225 CARES ACT		\$669.53
601 WATER		\$10,287.45
602 SEWER		\$5,769.66
604 ELECTRIC		\$117,341.35
609 MUNICIPAL LIQUOR FUND		\$43,997.40
		<u>\$245,728.07</u>

Pre-Written Checks	\$122,655.01
Checks to be Generated by the Computer	\$123,073.06
Total	<u>\$245,728.07</u>

Memo

To: City Council Members
From: Dave Tersteeg, Parks Manager
CC: Mike Roth, City Administrator;
Patrick Knight, Communications Director
Date: 7/23/2020
Re: Hiring recommendation for seasonal help at the recreation area

Please hire the following individual for help at the Grand Marais Recreation Area:

- Carly Jones, part-time, seasonal Maintenance Worker

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Kim Dunsmoor, Finance Director
DATE: July 22, 2020
SUBJECT: 2021 Budget

I have provided our Department Heads with a budget worksheet for 2021.

This is the time of year when we ask the council to review priorities, provide direction and schedule meetings for the 2021 Budget. At a minimum, we would like to know:

- 1) Is the council comfortable with an increase in the property tax levy?
 - a) What percentage rate?
- 2) Set a schedule for meetings with Department Heads between August 12 - 26.
- 3) Schedule a worksession to discuss council priorities.

We will set the Preliminary Levy at our September 9, 2020, meeting. A Preliminary Levy can be reduced, but not increased.

We will continue 2021 Budget discussions and modifications throughout the rest of the year.

2021 BUDGET CALENDAR

July 15, 2020	Finance Director provides 6 month year to date budget review document to Department Heads.
July 29, 2020	City Council reviews priorities, provides direction, and schedules meetings for 2021 Budget.
August 5, 2020	Department Heads return their draft budgets to Finance Director.
August 12 - 26, 2020	City Council meets with Department Heads as needed to review budgets.
August 26, 2020	City Council reviews updated draft of 2021 budget.
September 9, 2020	City council selects date for Truth in Taxation public input meeting.
September 9, 2020	City Council approves preliminary budget and levy for 2021.
September 11, 2020	City Administrator or Finance Director certifies preliminary budget/levy for 2021 to Cook County Auditor.
September 30, 2020	City Council discusses any modifications to proposed 2021 budget.
October 14, 2020	City Council discusses any modifications to proposed 2021 budget.
October 28, 2020	City Council discusses any modifications to proposed 2021 budget.
November 11, 2020	City Council discusses any modifications to proposed 2021 budget.
November 25, 2020	City Council discusses any modifications to proposed 2021 budget.
December 9, 2020	City Council conducts Truth in Taxation Hearing.
December 30, 2020	City Council adopts 2021 Final Budget and Levy.
December 31, 2020	City Administrator or Finance Director certifies final levy to County Auditor.

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Amanda St. John, Library Director
DATE: July 23, 2020
SUBJECT: 2021 Library Budget Request

The Grand Marais Public Library Board of Trustees has approved the attached budget and asks for your approval. Salary increases are based on the City's estimates. COVID 19 has pushed many organizations to offer virtual meetings and symposiums; travel expenses have been reduced for 2021. The book budget was reduced as well. The revenue projection is based on 2020 revenue to date and reflects the 2019 elimination of overdue fines.

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members

FROM: Michael J. Roth, City Administrator

DATE: July 23, 2020

SUBJECT: EDA Assisted Living Development Proposal

Representatives of the EDA, including Director Mary Somnis, will be at your meeting to discuss a development proposal. The EDA has been working with Community Asset Foundation (CAF) on the development of an assisted living facility on property in the business park adjacent to the Gunflint Trail. Attached is a letter of understanding between the EDA and CAF that describes the project and the initial development process.

One of the conditions of the development is the exploration of using Tax Increment Financing (TIF). TIF is a tool where the increase in taxes due to a development are captured and used to finance a portion of the development costs. In order to consider TIF for this project, the City and EDA would work with our Financial Advisors, Ehlers. They have provided the attached proposal that describes their process in evaluating and establishing TIF districts.

Part of Ehlers evaluation will be to determine which group, the City or the EDA, is the appropriate body to establish the TIF district. CAF has agreed to reimburse our expenses related to the TIF district establishment, but the City and EDA will be responsible for any Ehlers related expenses prior to the EDA and CAF signing a developers agreement.

LETTER OF UNDERSTANDING

The purpose of this letter is to serve as the basis for an agreement between the Cook County/Grand Marais Joint Economic Development Authority (EDA) and the Community Asset Foundation (CAF) relative to the Lodge of Grand Marais Senior Living Facility. The parties agree that the elements of the agreement will be based on the following responsibilities:

Community Asset Foundation agrees to:

- Acquire Lot 1, Block 3 the "Property" as shown in the following map from the EDA:



- Develop a senior assisted living facility on the site consisting of a minimum of 20 units generally consistent with the following site plan:



- Prepare, at its cost, architectural plans, obtain financing and complete all required pre development activities
- Develop the building generally consistent with the building elevations as shown on Exhibit A
- Pay all required City building and development fees
- Reserve a minimum of 20% of the units for seniors with incomes of 60% or less of the area median income
- Obtain site and building plan approvals from the City of Grand Marais
- Execute a management agreement with Northshore Health or another nonprofit experienced in assisted living operations for the ongoing operation of the facility
- Initiate construction of the facility prior to 6/1/21 completing construction within 9 months

The EDA agrees to:

- Deed to the Foundation the Property, Lot 1, Block 3 for \$1 conditioned upon the Foundation constructing the facility as proposed and complying with the terms of this understanding
- Explore with CAF and the City, creation of a housing tax increment district encompassing the property
- Explore with CAF and the City a "pay as you go" tax increment agreement whereby the City rebates to the Foundation 90% of the annual tax increment generated by the Project over a 25-year period
- Assist the Foundation in preparing a grant application to the IRRRB

The parties agree that prior to May 15, 2020 they will enter into a development agreement which will remain enforce provided the following schedule is meet by the developer

- Prior to June 30, 2020 has submitted concept plans to City of Grand Marais for its review and approval
- Prior to July 30, 2020 has obtain a preliminary financing commitment for the project
- Prior to August 15, 2020 has obtained final City site plan approvals

These dates can be adjusted by mutual agreement of the EDA and CAF


 Howard Hedstrom, Board President
 Cook County/Grand Marais
 Joint Economic Development Authority


 Bruce Lundgren, Chairperson
 Community Asset Foundation

Memo

To: Mike Roth, City Administrator – City of Grand Marais
From: Bruce Kimmel, Senior Municipal Advisor
Date: July 20, 2020
Subject: **Proposal to Provide Assisted Living Development & TIF Advisory Services**

On behalf of Ehlers, I am pleased to present this proposal to provide advisory services to the City of Grand Marais (City) and the Grand Marais – Cook County Joint Economic Development Authority (EDA) in relation to the potential development of a new 20-unit assisted living complex by the Community Asset Development Group (CADG).

Ehlers proposes to help the City and EDA evaluate the project's financial feasibility and practical readiness, and its need for City / EDA assistance in the form of tax increment financing (TIF), parcel acquisition write-downs, and/or other public investment(s). With this information, we will then advise the City and EDA on its options for participation and in negotiating with CADG the terms and conditions of a development agreement.

And finally, as appropriate, on the City's or EDA's behalf, we would facilitate the entire process of establishing a housing TIF district – ensuring that all procedural, document, and filing requirements are met. Ehlers helps its Minnesota city, HRA, and EDA clients establish and manage more TIF districts than any other advisory firm, and has a well-established system for guiding clients and developers through this complex process.

In order to begin communications about the assisted living project with CADG, and with the City and EDA about the potential roles of each in advancing the development, Ehlers proposes an initial, hourly advisory engagement – billing at a rate of \$270 for actual time worked, with descriptions of activities performed and time expended daily (in 1/4-hour increments), and likely with a not-to-exceed cap to be determined.

Then, once we know more about the project and the need for TIF assistance, we would propose a flat-fee project to coordinate all aspects of that financing mechanism. In both engagements, Ehlers would be committed to demonstrating high value and quality in our work for the City and/or EDA.

Further information about Ehlers and our independent and integrated approach to delivering public finance and economic development / TIF advisory services can be found in the two attached handouts and at: www.ehlers-inc.com.

Please contact me at bkimmel@ehlers-inc.com or (651) 697-8572 with any questions about Ehlers' proposed assistance to the City and EDA, in evaluating whether and how you should help to advance this project. Thank you for your consideration.

Economic Development & Redevelopment

Innovation to help Minnesota communities reach new heights.



From start to finish, Ehlers' team of dedicated Economic Development and Redevelopment Advisors can help your municipality or development authority achieve its goals. Ehlers leverages decades of direct local government experience, strong developer relationships, deep market knowledge and collaborative processes to revitalize neighborhoods, create jobs and vibrant business districts, provide community facilities and amenities and deliver a full range of housing options. Our mission in this work is simple and powerful: To build strong, sustainable and equitable communities.

Our Process

Ehlers works as an extension of your staff, fully integrating ourselves into your organization's processes and framework for decision-making. We rely on a results-driven approach to unite community leaders and residents, drive development initiatives forward and demystify the complexities of projects in a way that's both financially feasible and meets community expectations.

1



PLANNING

Identify community goals, facilitate strategic planning

Develop policies for development & use of public funds/ tools

Identify funding sources/ write grants

Complete research & special studies

Conduct developer roundtables & assist with developer recruitment

2



ANALYSIS

Analyze public finance applications & complete general feasibility analysis

Facilitate discussions & work between city, residents & developers

Structure most effective financing solution

Communicate recommendations clearly & concisely to community members

3



IMPLEMENTATION

Provide project management & staffing services

Negotiate development contracts

Create new housing redevelopment & economic development programs

Establish TIF districts/ tax abatements

Complete annual TIF/ tax abatement administration (PAYGO, reporting, agreements)

Our Services

Ehlers advises clients across a wide spectrum of development and redevelopment projects. We deliver a comprehensive array of services including:

- ✓ Policy & program development
- ✓ Development risk analysis & management
- ✓ Strategic planning
- ✓ Special research & projects
- ✓ Developer recruitment/ roundtables
- ✓ Developer selection & negotiation
- ✓ Tax Increment Financing (TIF) and special district creation & management/ administration
- ✓ *Pro forma* analysis
- ✓ Grant writing administration & support
- ✓ “On staff” project management & interim staffing

Our Independence

Ehlers prides itself on transparent communication, proactive and highly responsive service and an unwavering dedication to deploying client resources in the most effective way possible. We work exclusively for local governments and represent your interests alone when negotiating public assistance. Ehlers does not work for developers, investors or private companies. While we recognize economic development and redevelopment can only be successful when there is a strong partnership between the private and public sectors, our number one job in helping clients deliver generational benefits to their communities is maximizing private investment while minimizing the financial impact on residents and taxpayers.

Are you ready to bring your development concept to life? **Contact us today!**

 Visit ehlers-inc.com

 E-mail info@ehlers-inc.com

 Call 800-552-1171

EHLERS



BUILDING COMMUNITIES. IT'S WHAT WE DO.

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members

FROM: Michael J. Roth, City Administrator

DATE: July 23, 2020

SUBJECT: Contract for Architect Services City Hall/ Liquor Store

Summary

Attached is the final draft of the contract for architect services related to the City Hall/ Liquor Store project. This contract was initially modified by the City Attorney and LHB for use in the Public Works Facility project and has been further updated for our current project. It is designed to work with a Construction Manager at Risk contract with a guaranteed maximum price. We anticipate working with McGough as our construction manager again. They have provided us with an initial budget review of the construction costs based on the concept design. I've attached LHB's final concept report as a refresher.

Budget

We did not ask McGough to redo their initial cost estimate for the revised 14,400 sq' drawing as it was added at the end of the process, and lacks the detail of earlier versions. Adjusting McGough's cost estimate for the new square footage results in a \$4.33 million construction cost and \$5.55 million total budget including all fees and 13% contingency.

Schedule

Transitioning from concept to design has already taken much longer than I would have hoped due in no small part to the COVID emergency. I have concerns about our ability to complete the design work to accommodate construction in 2021. Having to redesign our existing work spaces and processes multiple times has used up any resources I wanted to use to plan for temporary space during construction. I expect the COVID emergency to last well into the winter, and it seems a real possibility that it will still be an issue for the 2021 construction season.

*Standard Form of Agreement Between Owner and Architect,
Construction Manager as Constructor Edition*

Editing Template

CAUTION: Do not remove or otherwise edit Project Data fill-point (Basic Information, Contract Details and Project Team) when using this document

AGREEMENT made as of the « » day of « » in the year «2020 »
(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 Grand Marais »« »
«15 North Broadway »
«PO Box 600 »
«Grand Marais, MN 55604
Telephone: 218.387.1848 »

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

«LHB, Inc. »« »
«21 W. Superior Street, Suite 500 »
«Duluth, MN 55802 »
«Telephone: 218.727.8446 »

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

«Grand Marais City Hall/Municipal Liquor Store »
«Grand Marais, Minnesota »
«
LHB 190629 »

The Construction Manager (if known):
(Name, legal status, address and other information)

«To be determined »« »
« »
« »
« »

The Owner and Architect agree as follows.

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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201[™]-2007, General Conditions of the Contract for Construction; A133[™]-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134[™]-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201[™]-2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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

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ARTICLE 1 INITIAL INFORMATION

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

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

«Predesign completed by LHB in June 2020 »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

«New City Hall and Liquor Store building located on the site of the existing City Hall and Liquor Store.»

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

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

«Estimated to be \$5,000,000. »

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

«None »

- .2 Commencement of construction:

«May 2021 »

.3 Substantial Completion date or milestone dates:

«March 2022 »

.4 Other:

« »

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

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- [] AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- [] AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

«None »

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

«None »

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

«Mike Roth »
«City Administrator »
«City of Grand Marais »
«15 North Broadway
PO Box 600 »
«Grand Marais, MN 55604 »
«218.387.1848
cityhall@boreal.org »

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

«None »

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

«Anticipated date of retention: August 1, 2020. »

- .2** Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

«None »« »

« »
« »
« »
« »

- .3** Land Surveyor:

«To be determined »« »

« »
« »
« »
« »

- .4** Geotechnical Engineer:

«To be determined»« »

« »
« »
« »
« »

- .5** Civil Engineer:

«LHB, Inc. »« »

« »
« »
« »
« »

- .6** Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

«None »

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

«Sara Phillips »
«Project Manager »
«LHB, Inc. »
«612.752.6965 »
«sara.phillips@lhbcorp.com »
« »

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«LHB, Inc. »« »
« »
« »
« »
« »

.2 Mechanical Engineer:

«LHB, Inc. »« »
« »
« »
« »
« »

.3 Electrical Engineer:

«LHB, Inc. »« »
« »
« »
« »
« »

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§ 1.1.12.2 Consultants retained under Additional Services:

«None »

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

«None »

§ 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by reputable, experienced architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by the Architect's breach of this standard of care. The Architect shall put forth reasonable efforts to complete its duties in a timely manner. The Architect shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. The Architect shall be responsible for costs or damages to the extent unreasonable delays are caused by Architect in the performance of its duties.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5., as modified and executed. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 Insurance. The Architect shall maintain the following insurance, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater, for the relevant claims period for this Project at the Architect's expense.

§ 2.6.1 Commercial General Liability with policy limits of not less than «Two Million Dollars and Zero Cents» (\$ «2,000,000.00») for each occurrence and «Four Million Dollars and Zero Cents» (\$ «4,000,000.00») in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than «One Million Dollars and Zero Cents» (\$ «1,000,000.00») per claim and «Six Million Dollars and Zero Cents» (\$ «6,000,000.00») in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage (shall include coverage for all owned, hired and non-owned vehicles)..

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than «One Million Dollars and Zero Cents» (\$ «1,000,000.00»).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «Two Million Dollars and Zero Cents» (\$ «2,000,000.00») per claim and «Four Million Dollars and Zero Cents» (\$ «4,000,000.00») in the aggregate.

§ 2.6.6 The Owner shall be an additional named insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.6.8 Such proof of insurance shall confirm that the insurer has agreed that it will not cancel the insurance without giving the Owner thirty (30) days advance written notice of its intent to cancel. The Architect shall likewise demand from its consultants proof of insurance meeting the foregoing requirements as a condition precedent to their engagement to perform services on the Project. The Architect shall not commence work under this Contract until the Architect has obtained all insurance required herein and such insurance has been approved by the Owner, nor shall the Architect allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance. All this insurance coverage shall be maintained throughout the life of this Contract.

§ 2.6.9 With the exception of Professional Liability Insurance, the Architect's policies shall be primary insurance to any other valid and collectible insurance available to the Owner with respect to any claim arising out of The Architect's performance under this Contract. The Architect is responsible for payment of Contract related insurance premiums and deductibles. The Architect's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance. All policies listed above, except professional liability, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis. The Architect shall obtain insurance policies from insurance

companies having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

§ 2.6.10 Notwithstanding the foregoing, the Owner reserves the right to immediately terminate this Contract if the Architect is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the Architect.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect’s services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect’s services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner’s review, (2) for the Construction Manager’s review, (3) for the performance of the Construction Manager’s Preconstruction Phase services, (4) for the performance of the Owner’s consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect’s services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect’s services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner’s directive or substitution, or for the Owner’s acceptance of non-conforming work, made without the Architect’s approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 Evaluation of the Construction Manager’s Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner’s acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager’s requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings,

Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall follow laws, codes, and regulations applicable to the Architect's services.

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

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design

Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

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

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

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified and executed. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or the Owner’s issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 Construction Manager’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 Construction Manager or of any other persons or entities performing portions of the Work. Nothing in this section is intended, or shall be construed, to negate the Architect’s duties to the Owner under § 2.2 or § 3.6.2.1.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims by the Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 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 material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager'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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager 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 shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize 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 the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

§ 3.6.6.6 To the extent not addressed in the foregoing, the following shall be included as Basic Services by the Architect. To the extent these address the same item described in the foregoing provisions, the duties will be read in combination. If they cannot be read consistently, the more specific provision will prevail. If an ambiguity or inconsistency remains, the following provisions shall prevail.

- .1 Develop and finalize design of the concept depicted in the referenced studies and prepare construction drawings and specifications.
- .2 Sub-contract with and coordinate other applicable professional services providers to provide comprehensive design and construction documents for all necessary disciplines.
- .3 Interact with Owner and Construction Manager during the course of the design process and obtain feedback on design from same.
- .4 Interact with Construction Manager for constructability input and value engineering advice.
- .5 Prepare and periodically update a milestone schedule for the design and construction document work – for all disciplines.
- .6 Assist Construction Manager with assembly of bid packages.
- .7 Provide necessary documents to Owner for public meetings to illustrate the building, site plan, and other aspects of the Project.
- .8 Provide necessary documents in the quantities required (both electronic and paper format) for design reviews, Construction Manager reviews, bid packages, permitting, construction, and final record set.
- .9 Review applicable shop drawings and submittals during the construction phase.
- .10 Visit job-site during construction phase for inspections to ensure construction if in accordance with the approved design and plans and specifications.
- .11 Provide written status reports to Owner.
- .12 If requested by Owner – attend City Council meetings that are coordinated with Architect's construction site visits.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Architect	§ 4.2 Below
§ 4.1.2 Programming (B202™–2009)	Architect	§ 4.2 Below
§ 4.1.3 Multiple preliminary designs	Architect	§ 4.2 Below
§ 4.1.4 Measured drawings	Not Provided	
§ 4.1.5 Existing facilities surveys	Not Provided	
§ 4.1.6 Site Evaluation and Planning (B203™–2007)	Architect	§ 4.2 Below
§ 4.1.7 Building Information Modeling (E203™–2013)	Not Provided	
§ 4.1.8 Civil engineering	Architect	§ 4.2 Below
§ 4.1.9 Landscape design	Architect	§ 4.2 Below
§ 4.1.10 Architectural Interior Design (B252™–2007)	Architect	§ 4.2 Below
§ 4.1.11 Value Analysis (B204™–2007)	Architect, Owner, Construction Manger	§ 4.2 Below
§ 4.1.12 Detailed cost estimating	Construction Manger	§ 4.2 Below
§ 4.1.13 On-site project representation (B207™–2008)	Owner, Construction Manger	§ 4.2 Below
§ 4.1.14 Conformed construction documents	Not Provided	
§ 4.1.15 As-Designed Record drawings	Architect	§ 4.2 Below
§ 4.1.16 As-Constructed Record drawings	Construction Manger	§ 4.2 Below
§ 4.1.17 Post occupancy evaluation	Architect	§ 4.2 Below
§ 4.1.18 Facility Support Services (B210™–2007)	Owner	§ 4.2 Below
§ 4.1.19 Tenant-related services	Not Applicable	
§ 4.1.20 Coordination of Owner’s consultants	Architect	§ 4.2 Below
§ 4.1.21 Telecommunications/data design	Architect	§ 4.2 Below
§ 4.1.22 Security Evaluation and Planning (B206™–2007)	Architect, Owner	§ 4.2 Below
§ 4.1.23 Commissioning (B211™–2007)	Owner, if any	§ 4.2 Below
§ 4.1.24 Extensive sustainable design services	Not Provided	
§ 4.1.25 LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Owner	§ 4.2 Below

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.1.1 Architect to provide as part of basic services.
 § 4.1.2 Architect to provide as part of basic services.

- § 4.1.3 Architect to provide as part of basic services.
- § 4.1.6 Architect to provide as part of basic services.
- § 4.1.8 Architect to provide as part of basic services.
- § 4.1.9 Architect to provide as part of basic services.
- § 4.1.10 Architect to provide as part of basic services.
- § 4.1.11 Architect, Owner, Construction Manager to provide as part of basic services.
- § 4.1.12 Construction Manager to provide as part of basic services.
- § 4.1.13 Owner, Construction Manager to provide as part of basic services.
- § 4.1.15 Architect to provide as part of basic services.
- § 4.1.16 Construction Manager to provide as part of basic services.
- § 4.1.17 Architect to provide as part of basic services.
- § 4.1.18 Owner to provide as part of basic services.
- § 4.1.20 Architect to provide as part of basic services.
- § 4.1.21 Architect to provide as part of basic services.
- § 4.1.22 Architect, Owner to provide as part of basic services.
- § 4.1.23 Owner to provide as part of basic services.
- § 4.1.27 Owner to provide as part of basic services.

« »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate, separate or sequential bid or proposal requests proposed by the Owner or Construction Manager; or the provision of bidding or negotiation services or consultation prior to the completion of the Construction Documents;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and

- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.
- .16 Manufacturer's notification, after the issuance of drawings, that the materials selected are no long available;
- .17 Services related to site boundary surveys, legal declaration associated with Common Interest Community (CIC) Platting, soil borings, Phase 1 assessments, Environmental Assessment Worksheet (EAW), wetland delineation, American Land Title Association (ALTA), survey, and Torrens proceedings;
- .18 Marketing materials, models, and presentation sketches.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect; or evaluation and examination of resubmittals of Contractor's submittals in excess of Article 4.3.3.1;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service, except as follows: where the need for Change Order or Change Directive arises from a negligent error or omission in Architect's Instruments of Service, these services shall be included in the Architect's Basic Services
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .7 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .8 Services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of either the Owner or Contractor to comply with the terms and conditions of the Contract for Construction;
- .9 Documentation of work where modifications have been made through direct communication between the Owner and Contractor.

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

- .1 «Two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 «Twelve» («12») visits to the site by the Architect over the duration of the Project during construction; Architect visits will periodically include Civil, Structural, Mechanical and Electrical.
- .3 «One» («1») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One» («1») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within «twenty-two» («22») 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. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. 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 budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 The services, information, surveys and reports required by Sections 5.4 through 5.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 5.16 All structures are subject to wear and tear and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. The Owner is responsible for such monitoring and maintenance. Should routine inspections and maintenance of the Project not be properly performed, the Architect shall not be held responsible for any resultant damage.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, 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 the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, if 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.

.1 The Project budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which bids or negotiated proposals are sought.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's

estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

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

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 6.8 If the change in the Work is a result of a required item or component of the Project omitted from the Construction Documents, the Owner shall be responsible for the cost required to add such item or component if such item or component would have been required and included in the original Construction Documents. The Architect is not responsible for a cost to the Project that provides an upgrade to or enhances the value of the Project.

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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. 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 Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. The Owner's non-exclusive license to use the Instruments of Service shall be governed by Section 9.8.

§ 7.3.1.

§ 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 As an additional service, requested and authorized by the Owner, the Architect can provide Instruments of Service in electronic format to Third Parties. Any such Third Party will be required to execute a "Limited License Agreement for use of Electronic Documents" and a fee may be required. The Documents are issued by the Architect without any warranty, expressed or implied, as to the suitability of the Documents for use by the Third Party. Further, the Third Party will be required to indemnify and hold harmless the Architect for any unauthorized use.

§ 7.6 If included in the Architect's scope of work, the Architect shall deliver a Revit® model ("Model") to the Owner for certain projects. Notwithstanding anything to the contrary contained herein, the Owner shall have all common law, statutory and other reserved rights, including copyrights, in the Model only, provided the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Model operation depends upon the Owner procuring Revit software in the proper form and compatibility with the Revit software used by the Architect. The Architect will use the 2017 or newer version of Autodesk Revit to create the Model. The responsibility for obtaining compatible software is solely with the Owner and Architect will not be responsible for any issues the Owner may have in using the Model as a result of software compatibility issues.

§ 7.6.1 Because data stored in the Model can deteriorate or be modified inadvertently or otherwise without the Architect's authorization, the Owner agrees that it will perform acceptance tests within 180 days of receipt of the Model, after which the Owner shall be deemed to have accepted the data in the Model. Any errors detected within the 180-day acceptance period will be corrected by the Architect. This shall be the Architect's sole obligation with respect to revising or updating the Model after delivery to the Owner. After the 180-day acceptance period has expired, Owner shall be solely responsible for maintaining and updating the Model data and Architect shall have no responsibility for the Model data.

§ 7.6.2 The Architect makes no representations as to the long-term compatibility, usability, or readability of the Model resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Architect. Furthermore, the Architect makes no warranty, either expressed or implied, as to the suitability of the Model for the Owner's intended use.

§ 7.6.3 When Architect's scope of work includes delivery of a Model to Owner, the Model shall be delivered at the end of the Construction Document phase of Work. The Model shall be completed to Level of Development ("LOD") 100. LOD 100 is defined as follows: Model elements are graphically represented within the Model with a symbol or other generic representation. The Model may not be used to develop a cost estimate.

§ 7.6.5 As an additional service, requested and authorized by the Owner, the Architect can provide training related to use of the Model and/or revise the Model to a more detailed LOD.

§ 7.7 If this Contract requires, or the Architect desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Architect shall provide for such use by suitable legal agreement with the patentee or owner. If no such agreement is made, the Architect shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed,

device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, 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, defend 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, intentional, or otherwise wrongful acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. The Architect agrees, that in order to protect itself and the Owner under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which Owner is entitled under Minn. Stat. Chapter 466 or otherwise.

§ 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 voluntary non-binding mediation. Mediation is not a condition precedent to commencing litigation, but if litigation is commenced, the parties agree to mediate before any dispositive motions or trial.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

[] Litigation in a court of competent jurisdiction

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Except for amounts that are the subject of a good faith dispute, 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 Architect shall be paid all sums, which are not the subject of a good faith dispute, 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.

§ 9.8 In the event of Termination, and upon payment to the Architect of all sums that are not the subject of a good faith dispute, the Owner and its designated agents and consultants, shall have a non-exclusive license to use the Architect's, and its consultant's, Instruments of Service, documents, data, and records relating to the Project, in the condition they were in on the date of Termination, for the limited purpose of completing, maintaining, and operating the Project. The Architect's contracts with its consultants shall incorporate provisions whereby its consultants agree to be bound by the terms of this section. Upon request, the Architect and its consultants shall promptly furnish the Owner with legible copies of their Instruments of Service, documents, data, and records relating to the Project, and the Owner shall reimburse the Architect and its consultants for their reasonable copying and clerical expenses therefor.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

§ 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.

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form including, but not limited to, asbestos, radon, and lead, at the Project site.

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

§ 10.8 Subject to any applicable requirements of the Minnesota Government Data Practices Act, if the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 Voluntary and Knowing Action. The Architect and Owner, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

§ 10.10 Authorized Signatories. The Architect and Owner each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

§ 10.11 Independent Contractor Status. The Architect, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the Owner for any purpose. No statement contained in this Contract shall be construed so as to find the Architect to be an employee of the Owner, and the Architect shall not be entitled to any of the rights, privileges, or benefits of employees of the owner, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. The Architect acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due The Architect, and that it is The Architect's sole obligation to comply with the applicable provisions of all Federal and State tax laws. The Architect shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. The Architect is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

§ 10.12 Acceptance of Deliverables. Each deliverable shall be subject to a verification of acceptability by the Owner to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on the Owner's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, the Owner will notify the Architect specifying reasons in reasonable detail, and the Architect will, at no additional cost, conform the deliverable to stated requirements of this Contract.

§ 10.13 Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the Owner and The Architect.

§ 10.14 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, The Architect agrees that the Owner, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of The Architect and involve transactions relating to this Contract.

§ 10.15 Force Majeure. The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.

§ 10.16 Compliance with Laws. The Architect shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which The Architect is responsible.

§ 10.17 Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.

§ 10.18 Interest by City Officials. No elected official, officer, or employee of the Owner shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

§ 10.19 Data Practices. The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 et seq. The Architect agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Architect understands that all of the data created, collected, received, stored, used, maintained or disseminated by The Architect in performing those functions that the Owner would perform is subject to the requirements of the Act, and The Architect must comply with those requirements as if it were a government entity for those functions that a governmental entity would perform. This does not create a duty on the part of The Architect to provide the public with access to public data if the public data is available from the Owner, except as required by the terms of this Contract.

§ 10.20 No Waiver. Any PARTY's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.

§ 10.21 Mechanic's Liens. The Architect hereby covenants and agrees that, provided that Architect has been paid as provided in this Agreement, the Architect will not permit or allow any mechanic's or materialman's liens to be placed on the Owner's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest where City has paid Architect for the Work, The Architect shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that The Architect may contest any such lien provided The Architect first posts a surety bond, in favor of and insuring the Owner, in an amount equal to 125% of the amount of any such lien.

§ 10.22 Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

§ 10.23 Headings and Captions. Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

§ 10.24 Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of the Owner and The Architect arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

§ 10.25 To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for claims made pursuant to this Contract or for purposes of Architect meeting its indemnification obligations to the amount of the Architect's insurance coverage as provided in section 2.6 hereof.

ARTICLE 11 COMPENSATION

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

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

«Compensation shall be for a lump sum of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00), plus reimbursable expenses budget Two Thousand Five Hundred Dollars Zero Cents (\$2,500.00).

Services beyond project description would commence upon receipt of written direction from the Owner and agreed upon price. »

§ 11.2 For Additional Services designated 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 on an hourly basis, or negotiated fee. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

« Compensation shall be on an hourly basis, or negotiated fee »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 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	15%	\$ 52,500
Design Development	25%	\$ 87,500
Construction Documents	35%	\$ 122,500
Construction Administration	<u>25%</u>	<u>\$ 87,500</u>
Total Basic Services	100%	\$350,000 lump sum
Basic Services Reimbursable Expenses		\$ 2,500 estimated

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. 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: LHB Standard Hourly Rate Schedule »

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by 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 plus «zero » percent («0» %) of the expenses incurred. Reimbursable expenses will not exceed \$2,500 without prior approval from the Owner. The Architect shall be reimbursed for actual expenses incurred without any mark-up.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

«Not Applicable »

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

«The Owner's non-exclusive license to use the Instruments of Service shall be at no additional cost. »

§ 11.10 Payments to the Architect

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

§ 11.10.2 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, pursuant to the Municipal Prompt Payment Act, Minn. Stat. § 471.425 ("PPA"). 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.)

«4» % «per annum (0.067% per month)»

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. The Owner's right, if any, to offset sums due the Architect shall be governed by applicable law, including, but not limited to the PPA.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. The Architect shall keep and maintain accurate documentation of all claimed reimbursable expenses in such a form that they may be independently audited.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§ 12.2 ENERGY TAX DEDUCTION 179D

§ 12.2.1 LHB may wish to pursue an energy tax deduction under Section 179D of the Internal Revenue Code for this Project. Such deductions are available to design firms for projects that reduce the overall energy use of a building. If LHB determines that this Project meets the relevant 179D criteria, the Owner agrees to allocate the tax deduction to LHB by signing an Acknowledgement Form which is required by the IRS to receive the deduction.»

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 Owner and Architect.

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

- 1 AIA Document B133™-2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

«LHB Limited License Agreement for Use of Electronic Documents, incorporated by reference.»

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

«LHB 179D Acknowledgment Form, incorporated by reference.»

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

OWNER *(Signature)*

«Michael Roth, City Administrator »« »

(Printed name and title)

ARCHITECT *(Signature)*

«Michael A. Fischer, Project Principal »« »

(Printed name and title)

TEMPL
ATE

Grand Marais City Hall and Liquor Store Predesign Summary - June 2020



PERFORMANCE
DRIVEN DESIGN.

Introduction

Process

Following a July 2019 preliminary planning study for a potential mixed use residential development with the City Hall and municipal liquor store, LHB was contracted in the Fall of 2019 to complete a predesign study for only the City Hall and liquor store located on the current site of Grand Marais' City Hall.

The LHB design team visited the site and recorded the existing conditions through observation, photography, and preliminary measurements to get a better understanding of the current facilities. LHB also interviewed various stakeholders for basic programming needs. A memo is included in the Appendix for further information.

Presentations to the city council occurred on three separate occasions (October 9, 2020; October 30, 2019 and January 29, 2020) where various findings and concepts were discussed, and feedback collected for inclusion into each successive design effort. A follow-up phone conference with the council was also held on February 19, 2020 to discuss final comments which resulted in the final concept presented as part of this submittal. It was clarified that the Proposed Concept is not the final design, but an acceptable stopping point in the design process. The Proposed Concept design will be used for a 3rd party cost estimate (included in this report), and as the foundation for final design activities which will occur once the project is approved by the council at a point in the future. It is generally accepted by all involved that the design would change because of further design efforts, cost management and the dynamic needs of the city. All agreed that the successful design of the liquor store is a fundamental goal that cannot be compromised.

Project Description

The building consists of a one-story structure on the corner of Broadway and 1st Street in downtown Grand Marais. The 16,250 GSF concept is currently proposed to contain the municipal liquor store, city hall, public toilets and a small suite of offices for partner institutions/ agencies. The structure will most likely consist of concrete block foundations with spread footings, simple steel frame and bar joist construction with metal stud and gypsum board sheathing for the envelope. The roofs will be 'low-slope' roofs with an adhered EPDM roofing system, and ample capacity for the installation of photo-voltaic panels in the future.

The exterior cladding on the streetscape elevations will consist primarily of two types of brick veneer with simple brick detailing appropriate for a commercial district of a modest town in Minnesota. Cladding on the alley and parking side will have a simple metal panel system for visual interest, cost management and durability. Windows will be pre-finished aluminum with insulated glazing, and vary in size from smaller office sized windows to larger windows in the public portions of the facility such as the council chambers and the liquor store. Fabric awnings will also be used along the

public facing streets and over key back entrances. Key entrance locations to the city hall and liquor store will be highlighted with interesting and prominent architectural features including a large lit sign for the liquor store.

Interior finishes in the city hall portion will consist of painted gypsum board walls, carpet tile, linoleum sheet flooring in public areas (for durability and ease of maintenance) and two types of acoustical ceiling tiles. Interior finishes in the liquor store will also consist of painted gypsum board walls, but the flooring will be a decorative polished concrete (possibly with added color) and the ceiling will most likely be painted exposed structure with strategically placed ceiling 'clouds' for product area focus and added character. Public restroom floors will most likely be tile or epoxy coated, and the walls will have full height tile in high exposure areas and 48" wainscot in less trafficked toilet rooms. Phenolic toilet stall dividers and solid surface lavatories will be provided with a focus on durability and ease of maintenance. In general, all casework shall be plastic laminate veneer cabinets with solid surface counter tops; window sills shall be solid surface for durability; 1" mini-blinds for windows; and all 'back of house' spaces will have sealed concrete floors.

The facility will be designed with key functional goals of ease of maintenance, durability, and energy efficiency. The energy efficiency of mechanical equipment and lights, providing natural daylighting and views, plus attentive architectural detailing to create a tight and well-insulated building envelope are the primary design drivers. As previously mentioned, the building will also be designed to accept photo-voltaic panels on the roof.

Existing Program Diagram

As part of the information gathering stage, the existing spaces found in the current City Hall complex were inventoried. It should be noted that the building has served many uses over the years, with a number of additions and interconnected buildings. This generally means that spaces are not "right-sized" to their current uses and circulation paths are circuitous. Please refer to the diagram on the following page. As the public toilets are a separate use without an internal connection to the rest of the structure, they have been omitted from the diagram.

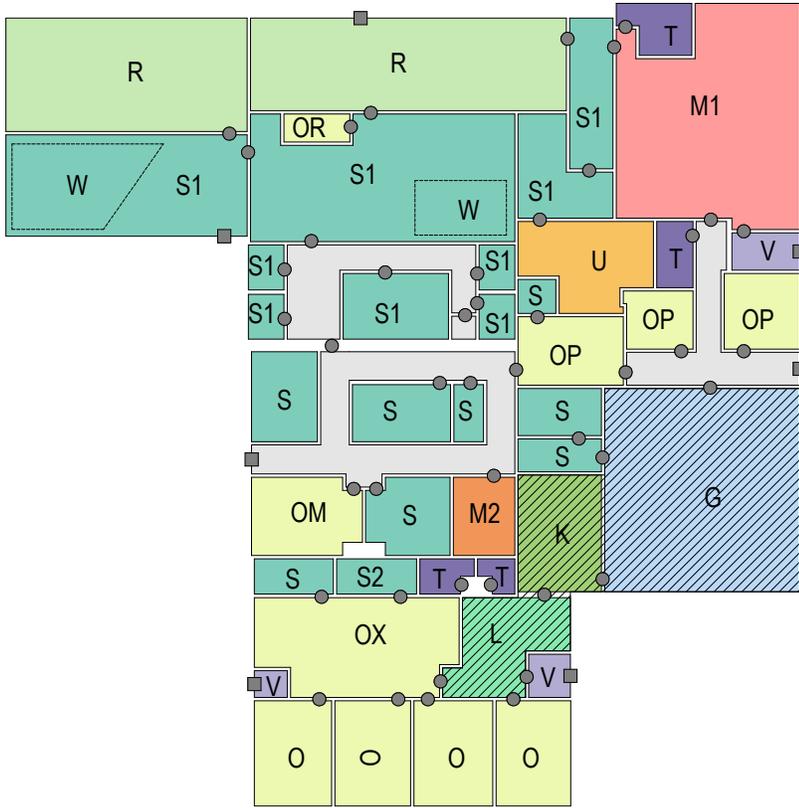


DIAGRAM KEY		
O	-OFFICE	745 NET SF
OM	-OFFICE/MEETING	188 NET SF
OX	-OPEN OFFICE	431 NET SF
OR	-OFFICE (RETAIL)	42 NET SF
OP	-OFFICE (PARTNER)	388 NET SF
S	-STORAGE	690 NET SF
S1	-STORAGE (RETAIL)	1,916 NET SF
S2	-STORAGE/WORKROOM	64 NET SF
L	-LOBBY	214 NET SF
T	-TOILETS	192 NET SF
M1	-COUNCIL/CHAMBER	842 NET SF
M2	-MEETING ROOM	111 NET SF
G	-GARAGE/SHOP	917 NET SF
U	-UTILITY	233 NET SF
V	-VESTIBULE	119 NET SF
K	-BREAKROOM/WORKROOM	224 NET SF
W	-WALK-IN COOLER	N/A
R	-RETAIL	1,380 NET SF
●	DOOR/PASSAGE WAY	
■	EXTERIOR DOOR	

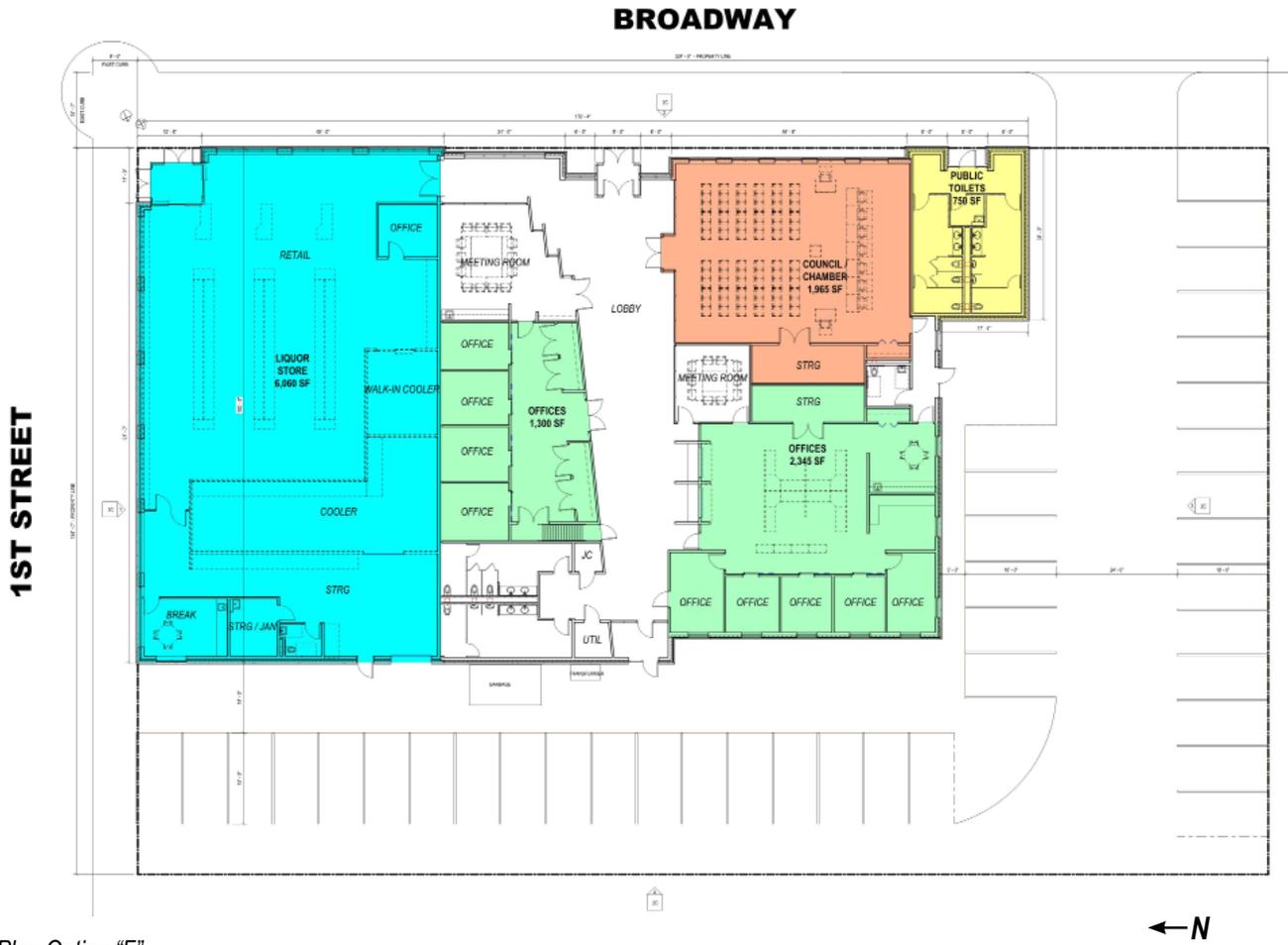
Initial Proposed Concept

Program

Space	Quantity	SF	Total SF
<i>Liquor Store</i>			5,550
<i>Retail Area</i>	1	3,170	
<i>Cooler</i>	1	800	
<i>Walk-in Cooler</i>	1	235	
<i>Stock</i>	1	880	
<i>Breakroom</i>	1	185	
<i>Office</i>	1	125	
<i>Janitor's Closet/Storage</i>	1	105	
<i>Toilet</i>	1	50	
<i>City Council</i>			1,845
<i>Council Chamber</i>	1	1,650	
<i>Closet</i>	1	25	
<i>Table/Chair Storage</i>	1	170	

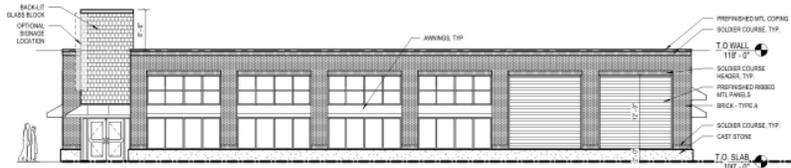
Space	Quantity	SF	Total SF
<i>City Hall</i>			2,445
<i>Open Office Area</i>	1	985	
<i>Private Offices</i>	5	660	
<i>Meeting Room</i>	1	225	
<i>Workroom</i>	1	140	
<i>Breakroom</i>	1	180	
<i>Closet</i>	1	25	
<i>Storage</i>	1	160	
<i>Toilet</i>	1	70	
<i>Partner Offices</i>			1,145
<i>Private Offices</i>	4	540	
<i>Storage</i>	3	135	
<i>Lobby</i>	1	470	
<i>Public Meeting Room</i>	1	505	505
<i>Public Toilets</i>			900
<i>Men's</i>	2	450	
<i>Women's</i>	2	450	
<i>Public Lobby / Displays</i>	1	1,970	1,970
<i>Miscellaneous</i>			470
<i>Vestibules</i>	4	310	
<i>Janitor Closets</i>	2	70	
<i>Utility</i>	1	50	
<i>Roof Access</i>	1	40	
<i>Total NSF</i>			14,830
<i>Total GSF</i>			16,250
<i>Net to Gross Ratio</i>			91%

Plan Diagram



Plan Option "F"

Elevations



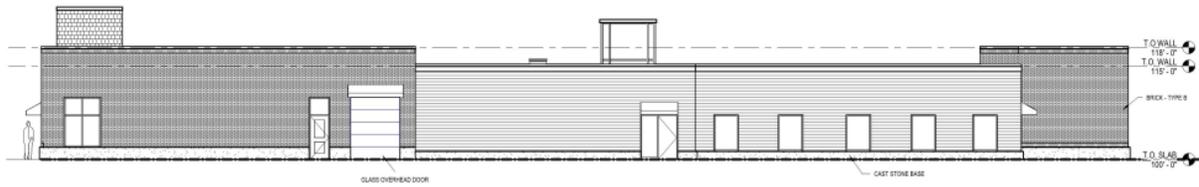
North Elevation



East Elevation



South Elevation

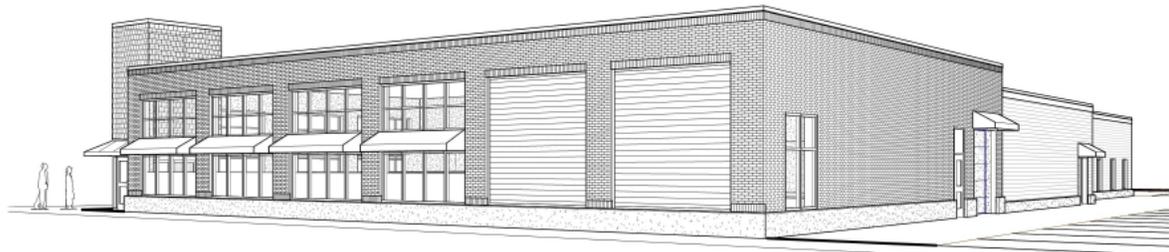


West Elevation

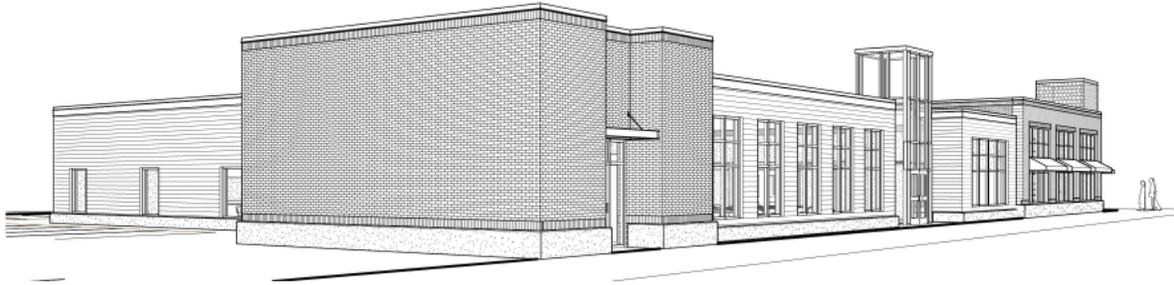
Perspective Views



View from the Northeast



View from the Northwest



View from the Southeast

Code Summary

Applicable Codes:

- 2020 Minnesota Building Code
- 2020 Minnesota Mechanical and Fuel Gas Codes
- 2017 National Electric Code
- 2020 Minnesota Plumbing Code
- 2020 Minnesota Accessibility Code
- 2020 Minnesota Fire Code
- 2020 Minnesota Energy Code

Building Information:

- Building Size: 16,250 GSF
- Building Stories: One (1) above grade

Occupancy Groups:

- A-3 – Assembly – 1,735 sf
- B – Business – 8,443 sf
- M – Mercantile – 6,064 sf

Construction Type:

- II-B, Sprinklered

Allowable Building Height:

- Allowable Height: A, B and M = 75' (Table 504.3)
- Allowable Stories: A-3= 3; B=4, M=3 (Table 504.4)

Actual Building Height:

- 1 story
- 18'-0", plus entry elements

Allowable Area (Table 506.2):

- A-3 = 38,000
- B = 92,000
- M = 50,000

Mixed Occupancy:

- Occupancies can be considered non-separated if building meets the most restrictive requirements.
- A-3 is most restrictive and allowable area is larger than planned

total building SF.

Occupancy Separations:

- If mixed occupancy provisions are not used, a 1 hour separation is needed between A-3 and B occupancies.
- No separations required between B and M.

Fire Protection Requirements:

- Fire protection is required if A-3 fire area is over 12,000 SF, >300 persons, fire area is on a level other than the level of discharge.
- Required if M fire area is over 12, 000 SF

Occupant Load (Table 1004.1.2)

- A-3 Occupancy, 15 net = 116 people
- B Occupancy, 150 gross = 57 people
- M Occupancy, 60 gross, 300 gross storage = 64 + 8 or 72 people

Plumbing Fixtures

- Water closets
 - A-3: Male, 1 per 125; Female, 1 per 65
 - B: 1 per 25 for the first 50 and 1 per 50 for the remainder
 - M: 1 per 500
- Lavatories:
 - A-3: 1 per 200
 - B: 1 per 40 for the first 80 and 1 per 80 for the remainder
 - M: 1 per 750
- Drinking Fountain:
 - A-3: 1 per 500
 - B: 1 per 100
 - M: 1 per 1,000
- Service Sink: 1

Conceptual Cost Estimate

In the spring of 2020, the conceptual drawings were provided to McGough Construction for the purpose of developing a conceptual cost estimate. The full summary and basis of estimate information is provided in the appendix.

Existing Conditions.....	\$153,282
Sitework.....	\$373,655
Substructure	\$253,106
Structure.....	\$360,919
Exterior Enclosure	\$918,344
Roofing.....	\$239,039
Interiors.....	\$847,076
Building Equipment.....	\$173,400
Mechanical	\$568,340
Fire Protection	\$56,834
Electrical.....	\$361,814
Low Voltage Electrical Systems.....	\$79,980
General Conditions.....	\$336,115

Grand Marais City Hall and Liquor Store

Subtotal of Construction Costs	\$4,721,905
Miscellaneous Costs.....	\$182,214
Fees and Contingency.....	\$776,076
Total Construction Costs.....	\$5,680,195

Adjusted Square Footage Concept

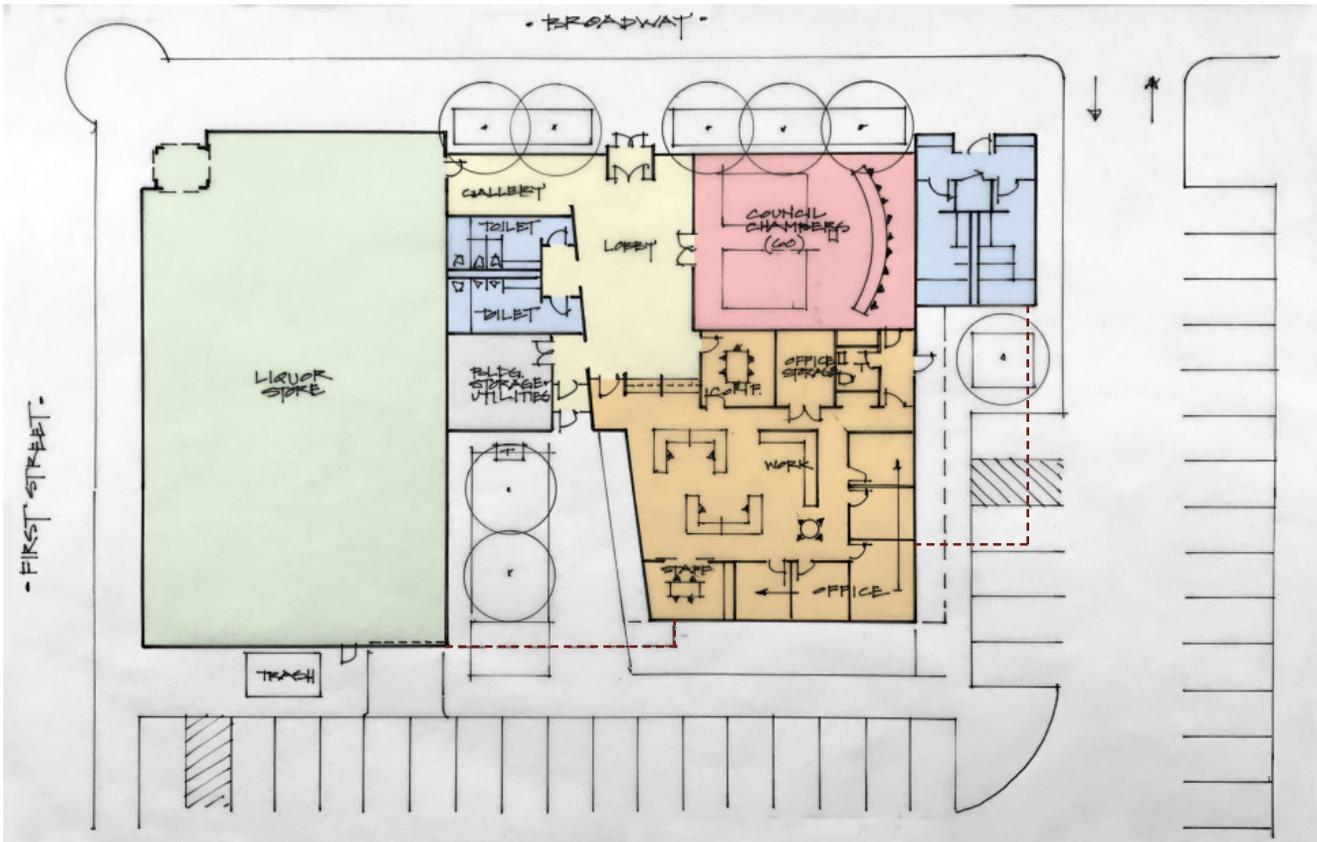
Background

At the May 27, 2020 City Council meeting, the initial proposed concept was discussed. This meeting occurred after the primary pre-design work was done, and after a period of significant change in the City given the 2020 global COVID-19 pandemic. While LHB was not present at the meeting, the video recording of the public meeting provided input from the Council, summarized below by LHB.

- While \$4 million was initially targeted in the capital improvement plan, COVID has impacted cash-on-hand and liquor store reserves/general fund reserves.
- It is possible that there will not be any need for partner space as partners have been working remotely for a few months due to the closing of City Hall.
- 75 people in the council chamber is not seen as needed. 50 people was suggested as the “right” number to accommodate. Some saw the size of the Council Chamber as “extravagant”.
- The Liquor Store likely won’t see long term impacts from the current pandemic. It was noted that the Liquor Store needs to be as profitable and functional as possible.
- It was questioned if all the offices and meeting spaces were needed, especially with the lessons learned with COVID. It was noted that people are currently working at home and working independently.
- Reduction of the lobby area was suggested as a way to reduce the total square footage of the building, and therefore the costs.
- Some flexible space is desired, but no details were given on the type, amount, or potential use.
- It was stated that eliminating approximately 2,000 GSF from the project was desired by some, resulting in a desired building size between 13,000 - 14,000 GSF.
- The future needs of City Hall should be considered. It was questioned if the design could accommodate a future addition to the south, possibly relocating the public toilets in the current project.

Revised Plan Diagram Concept

After reviewing the City Council's comments, LHB revised the predesign concept to demonstrate a possible revised layout. Further work to refine the reduced building size will continue into Schematic Design, but the total gross area of the concept shown below is approximately 14,400 GSF, with the red dashed areas being potential expansion locations if additional area is needed in the future.



Plan Option "G"

Appendix

- Conceptual Estimate, Grand Marais City Hall / Municipal Liquor Store, June 2, 2020 (provided by McGough)
- Basis of Proposed Estimate, Grand Marais City Hall / Municipal Liquor Store, June 2, 2020 (provided by McGough)
- Summary of Programming Meetings, October 2, 2019
- Initial Plan Options
- Program Comparison Chart



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Owner: City of Grand Marais
Project: Grand Marais City Hall Municipal
 Liquor - Rev1

Estimator: Jeff Morris
Estimate Type: Conceptual
Date: 06/02/20

Code	Description	Qty	Unit	Rate	Total	% of Total
1	Existing Conditions	16,238	SF	9.44	153,282	2.70
2	Sitework	16,238	SF	23.01	373,655	6.58
3	Substructure	16,238	FP	15.59	253,106	4.46
4	Structure	16,238	SF	22.23	360,919	6.35
5	Exterior Enclosure	11,024	Ext SF	83.31	918,344	16.17
6	Roofing	16,238	Roof SF	14.72	239,039	4.21
7	Interiors	16,238	SF	52.17	847,076	14.91
8	Stairs	1	Flights	0.00	\$0.00	0.00
9	Building Equipment	16,238	SF	10.68	173,400	3.05
10	Conveying Systems	1	EA	0.00	\$0.00	0.00
11	Mechanical	16,238	SF	35.00	568,340	10.01
12	Fire Protection	16,238	SF	3.50	56,834	1.00
13	Electrical	16,238	SF	22.28	361,814	6.37
14	Low Voltage Electrical Systems	16,238	SF	4.93	79,980	1.41
15	General Conditions	7	MO	48,016.44	336,115	5.92
16	Weather Conditions	16,238	SF	0.00	\$0.00	0.00
17	Hoisting	7	MO	0.00	\$0.00	0.00
18	Subtotal of Construction Costs	16,238	SF	290.79	4,721,905	83.13
19	Miscellaneous Costs					
20	Permit Fees				\$500.00	0.01
21	SAC/WAC Fees				\$0.00	0.00
22	Surveying/Layout				9,440	0.17
23	Testing & Inspections				30,000	0.53
24	Builder's Risk & Deductibles				5,277	0.09
25	Performance Bond				39,580	0.70
26	Subcontractor Default Insurance				51,266	0.90
27	Pre-Construction Services				\$0.00	0.00
28	General Liability Insurance	4,857,968			46,151	0.81
29	Subtotal Construction & Misc. Items				4,904,119	86.34
30	Fees & Contingency					
31	Design Contingency	8.00	%	4,904,118.63	392,329	6.91
32	Construction Contingency	5.00	%	4,904,118.63	245,206	4.32
33	Escalation: Mid Pt of Construction	0.00	%	5,541,654.05	\$0.00	0.00
34	D-B Design Fees	0.0	%		\$0.00	0.00
35	Construction Fee	2.50	%	5,541,654.05	138,541	2.44
36	Grand Total Construction Costs	16,238	SF	349.80	5,680,195	100.00



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Building for the Next Generation

GRAND MARAIS CITY HALL & MUNICIPAL LIQUOR BASIS OF PROPOSAL ESTIMATE – REV1 DATED 06/02/20

General

1. Inclusions
 - A. Estimate based off OPT C – conceptual plans from LHB Architects dated 05/08/20
 - B. Project assumed to start in the spring of 2021
 - C. Assumes a 7-month construction duration
 - D. \$30,000 allowance for testing and special inspections
 - E. Builders risk insurance
 - F. Payment and performance bond
 - G. Sub-contractor default insurance
 - H. General liability insurance
 - I. 8% Design Contingency
 - J. 5% Construction Contingency
 - K. \$500 for MN land use fee / permit only

2. Exclusions
 - A. Owner Contingency
 - B. Building permits
 - C. Architectural or engineering fees & reimbursables
 - D. Hazardous waste survey, removal or remediation
 - E. 3rd Party Commissioning agent
 - F. Temporary or permanent moving costs
 - G. On site security guard
 - H. LEED Certification and/or documentation
 - I. Work outside of site boundary

Existing Conditions

1. Inclusions
 - A. General clean up
 - B. Removal of existing building

2. Exclusions
 - A. Hazardous waste removal or remediation
 - B. Removal or remediation of underground storage tanks

Sitework

1. Inclusions
 - A. Temporary fencing around site perimeter
 - B. Clearing and grubbing of the remainder of the site
 - C. Excavation and backfill of footings and foundations
 - D. Rough and finish grading
 - E. Import fill to raise the building footprint 1'
 - F. Site Utilities – assume tie in is available within 30' of the existing building at either 1st street or Broadway
 - a. Sanitary - 120'



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Building for the Next Generation

- b. Water -120'
 - c. Fire Line – 120'
 - d. Storm – 565'
 - G. 1,360 SY of heavy duty asphalt paving at parking area
 - H. 3,963 SF of standard 4" sidewalk
 - I. 900 LF of curb and gutter
 - J. 1 ea. 25' flag pole
 - K. 4 ea. steel bollards
 - L. Dumpster screening allowance of \$100 / sf – assumed 115 sf
 - M. 2 ea. stop signs
 - N. 6 ea. handicap signs
 - O. \$23,780 landscape allowance
2. Exclusions
- A. Soil borings
 - B. Earth retention
 - C. Exterior retaining or planter walls
 - D. Major soil corrections
 - E. Gas service and meter

Substructure

1. Inclusions
- A. Standard spread footings and foundations
 - B. Concrete pad footings
 - C. Recessed slabs and insulation at coolers
 - D. 5" slab on grade
 - E. 12" CMU foundation walls
 - F. Damp-proofing foundation walls
2. Exclusions
- A. Deep foundation systems
 - B. Underpinning

Structure

1. Inclusions
- A. Steel structure with bar joist roof and associated decking
 - a. Assumed 30 x 30 bays
 - B. 2 lbs / sf premium for additional structural requirements for a future PV system (PV system NIC or by others)
 - C. Associated misc. metals
2. Exclusions
- A. Fireproofing
 - B. Upgrades for future vertical expansion

Exterior Enclosure

1. Inclusions
- A. 2' high standard precast base at perimeter of the building
 - B. Glass block at entry



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Building for the Next Generation

- C. Modular brick veneer as indicated on plans – figured some minimal soldier coursing and patterning
 - D. Cold formed framing and associated sheathing
 - E. Sheet membrane air barrier at walls and openings
 - F. HVAC Roof screen framing and enclosure figured at \$50 / sf – assumed 480 sf
 - G. Rough carpentry – backing and blocking at exterior openings
 - H. Standard ribbed metal panel – figured at \$35 / sf F & I
 - I. Joint sealants and caulking of dissimilar materials
 - J. 1 ea. Glass sectional door at liquor store
 - K. 6 ea. Aluminum storefront entrance doors and hardware
 - L. 3 ea. Power door operators (single leaf at main lobby entrances)
 - M. 2,591 SF of standard aluminum storefront framing
 - N. Misc. painting of exterior metals – bollards, angles etc.
 - O. \$25,000 allowance for exterior building signage
 - P. Standard awning systems at liquor store – figured at \$30/sf F & I – assumed 1,187 SF
2. Exclusions
- A. Exterior building canopies not shown specifically on drawings
 - B. Exterior sunscreen/sun shading systems not shown specifically on drawings
 - A. Window testing
 - B. Colored, etched, sandblasted, or patterned glass
 - C. Heat soaking of curtain wall and glazed systems

Roofing

1. Inclusions
- A. Backing and blocking at the parapet
 - B. 1 ea. Roof ladder
 - C. 1 ea. Roof hatch
 - D. Fully adhered EPDM roofing system
2. Exclusions
- A. Green roof systems

Interiors

1. Inclusions
- A. 150 SF Concrete housekeeping pads
 - B. Misc. steel – angles and supports for countertops etc.
 - C. Backing and blocking for millwork, toilet accessories and owner furnished items
 - D. Standard palm millwork as indicated on conceptual plans
 - E. Solid surface countertops – F & I at \$225 / LF as indicated on conceptual plans
 - F. Solid surface window sills – F & I at \$95 / LF
 - G. Standard adjustable shelving at office closets and storage
 - H. Rod and shelf at remaining closets
 - I. Interior caulking as required
 - J. Standard 3' x 8' - HM frames, wood doors and hardware as indicated per plans
 - K. 2 ea. Coiling / security shutters at lobby to office space
 - L. 2 ea. Power door operators at the lobby entrances
 - M. Aluminum storefront fronts and entrances as indicated on plans
 - N. 7 ea. Sliding glass barn doors and hardware at office fronts
 - O. 2 ea. Bi-parting / sliding entrance doors at the liquor store



McGOUGH

Building for the Next Generation

- P. Interior drywall walls to 10'
 - Q. Rated gypsum demising walls between the liquor store and restroom spaces
 - R. Gypsum furring at the exterior walls
 - S. Gypsum ceilings at the restrooms
 - T. Standard tile floors and full height wall tile at the main open to public restroom
 - U. Standard tile floors and 4' tile wainscot at the remaining restrooms
 - V. 5,268 SF of standard 2x2 ACT tile and grid
 - W. 4,526 SF of upgraded ACT tile and grid at the main lobby, Council / Chamber and meeting rooms
 - X. Main open areas of the liquor store will have an exposed ceiling, only the office, break room, utility and restroom have a standard 2x2 ACT tile and grid figured
 - Y. Luxury vinyl flooring figured at the main lobby area
 - Z. A standard polished concrete floor is figured at the liquor store and main open to the public restroom
 - AA. Standard sealed concrete at the utility rooms
 - BB. All other remaining flooring is figured as a standard carpet tile – F& I at \$35 / SY
 - CC. Painting gypsum walls, ceilings, hm frames and hm doors
 - DD. 4 ea. Marker boards
 - EE. 1 ea. Projection screen at Council / Chamber room
 - FF. \$10,000 allowance for a public display
 - GG. 8 ea. Phenolic toilet partitions
 - HH. 2 ea. Phenolic urinal screens
 - II. Standard restroom accessories – i.e. toilet paper holder, grab bars, towel dispensers, soap dispensers etc.
 - JJ. Standard horizontal mini blinds at aluminum storefronts
 - KK.
2. Exclusions
- A. Vinyl wall coverings, digital wall coverings
 - A. Electric Window treatments
 - B. Access flooring
 - C. Artwork, display rails, interior plantings & planters
 - D. Office, bookcases or storage cabinets
 - E. Built-in furniture or furnishings (seating, bookcases, etc.)

Stairs

- 1. Excluded

Building Equipment

- 1. Inclusions
 - A. 1 ea. Microwave
 - B. 1 ea. Refrigerator
 - C. 1 ea. Ice machine
 - D. 2 ea. Under counter refrigerators
 - E. \$166,250 Allowance for cooler and associated refrigeration equipment
- 2. Exclusions
 - A. Furniture, fixtures and equipment (FF&E) – including liquor store shelving and POS
 - B. Installation and connection of FF&E



McGOUGH

Building for the Next Generation

- C. Kitchen equipment
- D. Vending equipment
- E. Waste handling equipment
- F. Relocation of existing equipment

Conveying Systems

- 1. Excluded

Mechanical

- 1. Inclusions
 - A. Standard roof top units for heating and cooling
 - B. HVAC distribution as required for interior fit out
 - C. Plumbing waste and vents as required for interior fit out
 - D. Standard plumbing fixtures for restrooms, breakrooms
- 2. Exclusions
 - A. Special cooling, heating or exhaust systems

Fire Protection

- 1. Inclusions
 - A. Standard wet fire suppression system
- 2. Exclusions
 - A. Special fire protection systems (pre-action, deluge, chemical and/or CO2 suppression systems, vesda detection)

Electrical

- 1. Inclusions
 - A. Standard exterior lighting as required for parking area
 - B. Building power and distribution as required for interior fit out
 - C. Standard interior lighting and controls
 - D. Fire alarm
- 2. Exclusions
 - A. PV systems

Low Voltage

- 1. Inclusions
 - A. Rough ins
 - B. \$32,480 allowance for Phone & Data equipment, cabling and installation
 - C. \$17,500 Security allowance
 - a. 4 ea. Card reader locations @ \$2,500 / location
 - b. 5 ea. CCTV at exterior entrance locations @ \$1,500 / location
 - D. \$30,000 AV Allowance
 - a. \$5,000 for AV at small conference room
 - b. \$25,000 for AV at Council Chamber room



Meeting Minutes

DATE: October 2, 2019

TO: Mike Roth

FROM: R. Bruce Cornwall, AIA

RE: Grand Marais City Hall/Liquor Store Programming Meeting on September 13, 2019

11:00 AM – DEPARTMENT HEADS

PRESENT: Len Bloomquist – Street/Property Maintenance (Shop)
Chris Lavigne – Liquor Store (Liquor Store)
Kim Dunsmoor – Finance Director (City Hall)
Steve Harsin – Library (Library)
Dave Tersteeg – Parks (Campground)
Thomas Nelson – Water/Treatment (Water Treatment Plant)
Mike Roth – Administrator (City Hall)
Patrick Knight – Communications Director (City Hall)
Matt Bronikowski – Electrical (Shop/City)
Jeff Eliassen – Electrical (Shop/City)
Note: Office locations indicated in parenthesis

The following items are a summary of comments:

1. Public Toilet Rooms
 - a. Open 24/7
 - b. Need 3 women's and 3 men's fixtures
 - c. Seasonal access (Winter/ early spring) to only one Unisex toilet might be preferred
 - d. Ease of maintenance a priority
2. City Hall
 - a. Metal roof preferred on the new City Hall/ Liquor store
 - b. City Hall should have at least one parking garage bay and a corresponding shop
 - c. Janitor's closet
 - d. Conference Rooms (6-8 seats) Perhaps 2
 - e. Centralized mail center
 - f. Hoteling stations okay; Electricians can use these in lieu of office
 - g. Smaller offices
 - h. Easy and safe off-loading area for Liquor Store is critical
 - i. Size of Council Chamber is close to adequate if configured better; although large meetings need to be accommodated better in terms of over flow, etc.

3. Parking
 - a. Parking count must accommodate current total at a minimum; no need to increase count
 - b. Electric vehicle charging stations should be included
 - c. Is RV parking possible? Not required

4. General
 - a. Street flooding in the area is a concern
 - b. Can snow melt options be included for the sidewalks?
 - c. Not interested in adding commercial retail or office lease space as part of project
 - d. Street presence and good exposure are very important to the success of the project
 - e. Most likely project will remain at current site

1:30 PM – PARTNER GROUPS

PRESENT: Pat Campanaro – SBDC/Cook County GM EDA (City Hall)
Jim Boyd – Cook County Chamber of Commerce (City Hall)
Patrick Knight – Communications Director
Note: Office locations indicated in parenthesis

The following items are a summary of comments:

1. Current and proposed needs:
 - a. Economic Development Agency (1+ 1)
 - b. Cook County Chamber of Commerce (1 + 1)
 - c. SBDC (1)
 - d. Arrowhead Economic OA (1)
 - e. Adult Education (1)

2. Cook County Chamber of Commerce
 - a. City Hall needs to stay at current location
 - b. Preferred closed office as opposed to grouped with other in shared open office
 - c. Need access to board room 15+
 - d. Ideally have access to a large meeting room, as well (200-250 ‘multi-service’ facility banquet; with catering kitchen)
 - e. Need access to Conference Room 4-8
 - f. Need access to copier, etc.
 - g. Prefers being separate from City Government, but connected

3. GM EDA and SBDC
 - a. Preferred closed office as opposed to grouped with other in shared open office due to confidentiality of the work
 - b. Need shared small conference
 - c. Need shared workroom
 - d. Dedicated storage area (4x4)
 - e. Second floor location okay (with elevator)

2:30 PM – LIQUOR STORE

PRESENT: Chris LaVigne (Liquor Store)
Note: Office location indicated in parenthesis

The following items are a summary of comments:

1. Approximately 2x sales floor area is needed (to be confirmed by consultant)
2. Approximately 2x storage area is needed (to be confirmed by consultant)
3. Parking lot not really used very often for customers; most park on street or are walk-ins from town
4. Entrance to store can be at any point along 1st or Broadway; not necessarily at corner
5. No real shop lifting challenges
6. Wall space, wall space, wall space; windows not helpful for sales
7. Walk-in cooler needed; Number and size to be determined by consultant
8. Receiving area; wide door
9. 2 POS; islands located near doors for entrance and exit control
 - a. Separate in and out; split vestibule
 - b. Tasting counter close to or a part of POS
10. Manager's office and small side table for meeting with staff and salespeople
11. Small break room (4 staff) with unisex toilet for staff only
12. Does not have to be connected internally to City Hall, but preferred
 - a. Liquor store and City Hall entrance should not be shared, but included as a 'back' door?

3:00 PM – STAFF

PRESENT: Patrick Knight – Communications Director (City Hall)
Kim Dunsmoor – Finance Director (City Hall)
Haden Hinchman – Secretary (City Hall)
Mike Roth- Administrator (City Hall)
Note: Office locations indicated in parenthesis

The following items are a summary of comments:

1. Lobby
 - a. Computer kiosks in lobby
 - b. Furniture with small table
2. General
 - a. Needs a presence on the street; more welcoming
 - b. Bill drop box for after hours
 - c. Connected to liquor store through a 'back' door
 - d. Centralized storage; approximately same as current need
 - e. Liquor store and City Hall needs are the drivers for the design; partners a distant second; no interest in serving as a landlord or speculative leasable space
 - f. Check with Jim McComb regarding staging for construction phasing
 - g. Bike parking/storage; Not sure if a shower is needed
 - h. Parking (ideally keep count as is)
 - i. Reconfigure as necessary
 - ii. Large trucks do use the existing parking lot to access other local businesses

3. Office
 - a. View from multiple locations in office to reception area important; sometimes only one in office
 - b. Smaller offices than existing (5)
 - c. File storage (possibly compact)
 - d. Centralized workroom/mail room
 - e. Hoteling (3)
 - f. Current counter space okay, but ADA needed
 - g. Direct access to chambers from offices needed
 - h. IT server room – dedicated
 - i. Dedicated toilets for the office may not be needed as long as good access to the interior public toilets serving the meeting/council chambers is provided.
 - j. Mother's room

4. Meeting spaces (4)
 - a. Chambers: better configured than current space; a bit larger to hold approximately 100 in a 'packed' condition
 - b. Conference Room: 4-8
 - c. Break room: 6-8
 - d. Conference Room: 12 (Perhaps located on public side of Service Counter)
 - e. Roof deck amenity space off the chambers may be good idea for multiple use by community

This constitutes my understanding of items discussed and decisions reached. If there are any omissions or discrepancies, please notify the author in writing.

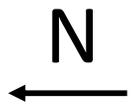
c: LHB File

Broadway

1st Street

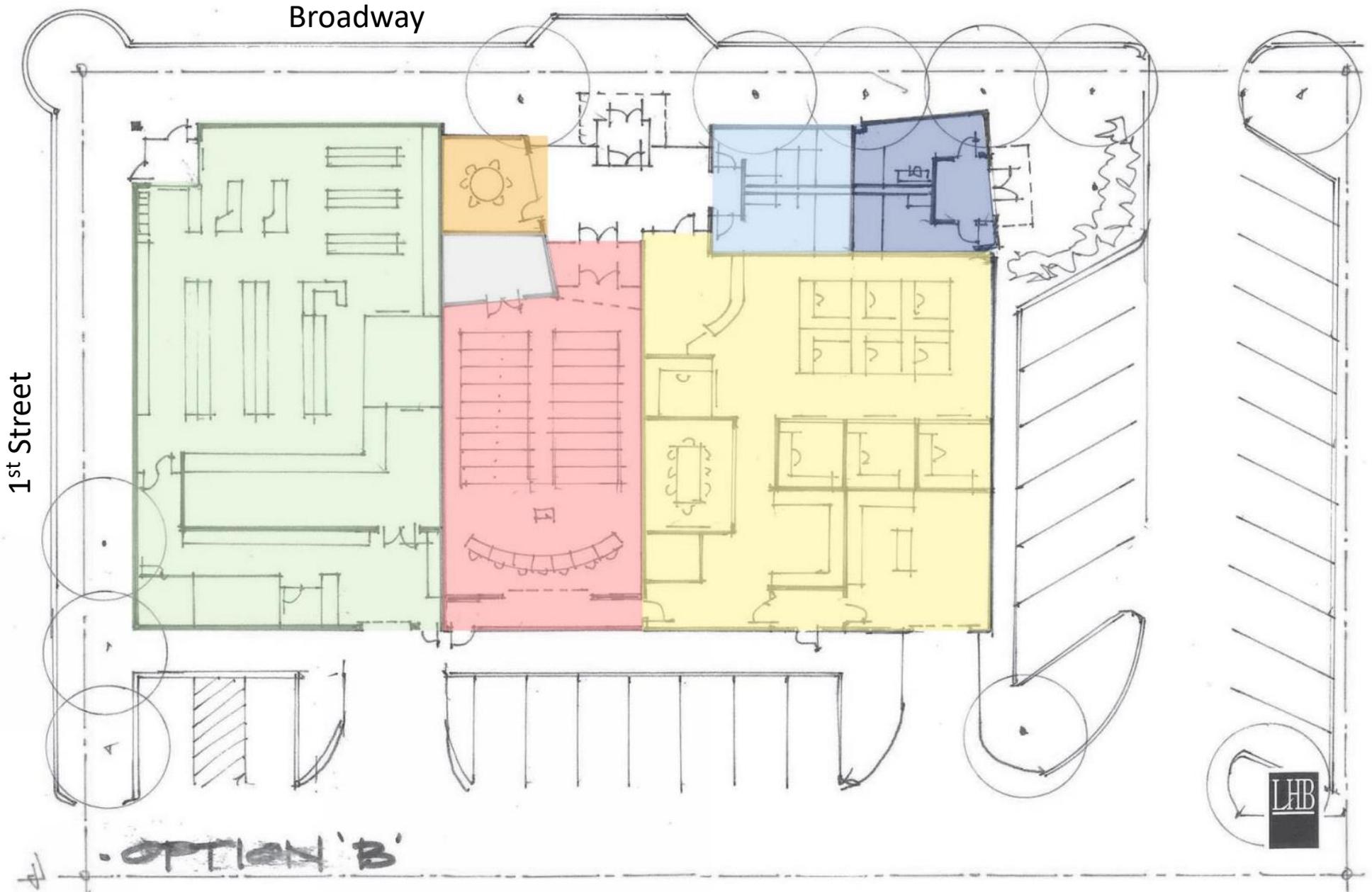


OPTION 'A'



PERFORMANCE
DRIVEN DESIGN.

One-Story: 19,000 GSF



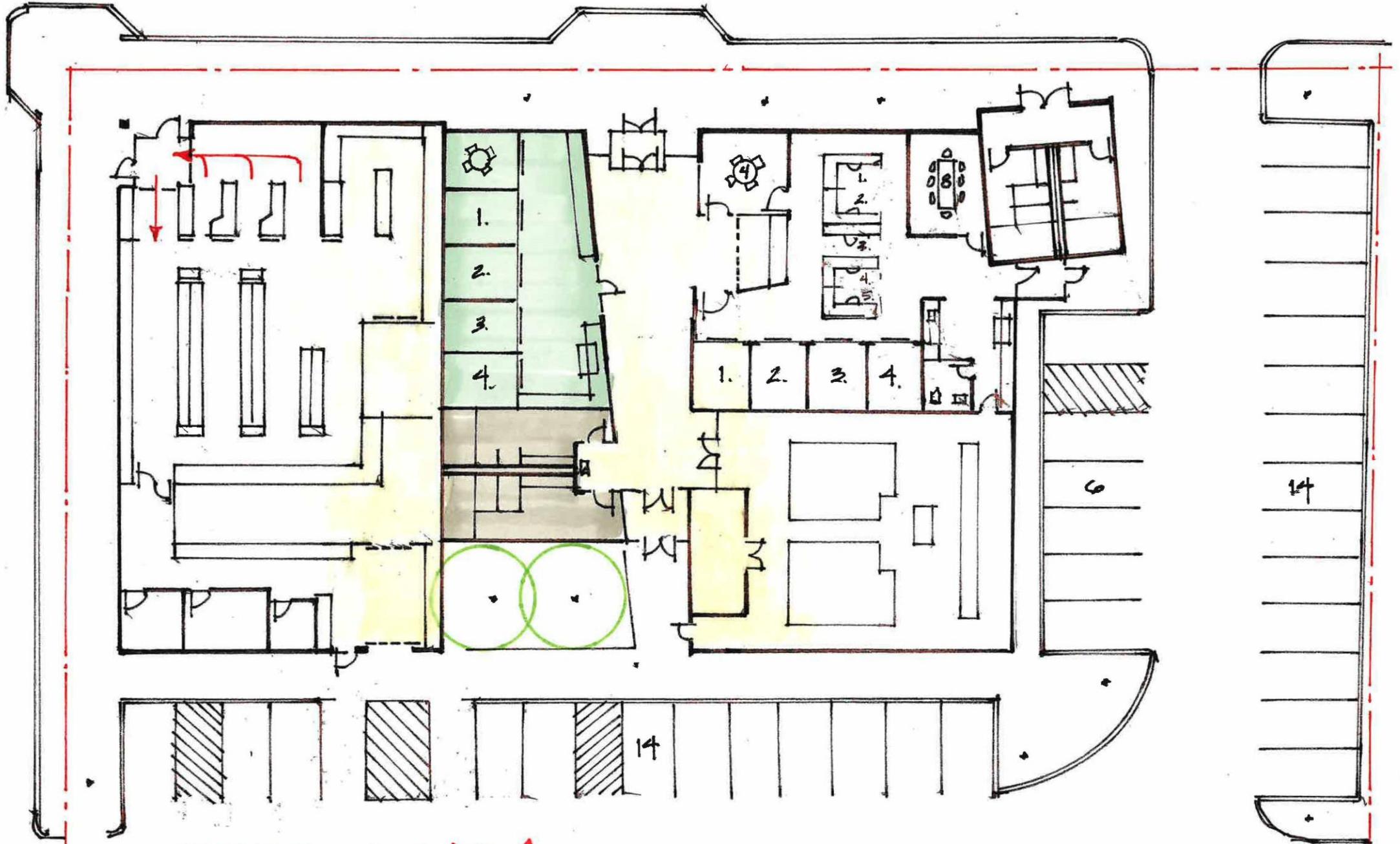
PERFORMANCE
DRIVEN DESIGN.

One-Story: 16,500 GSF



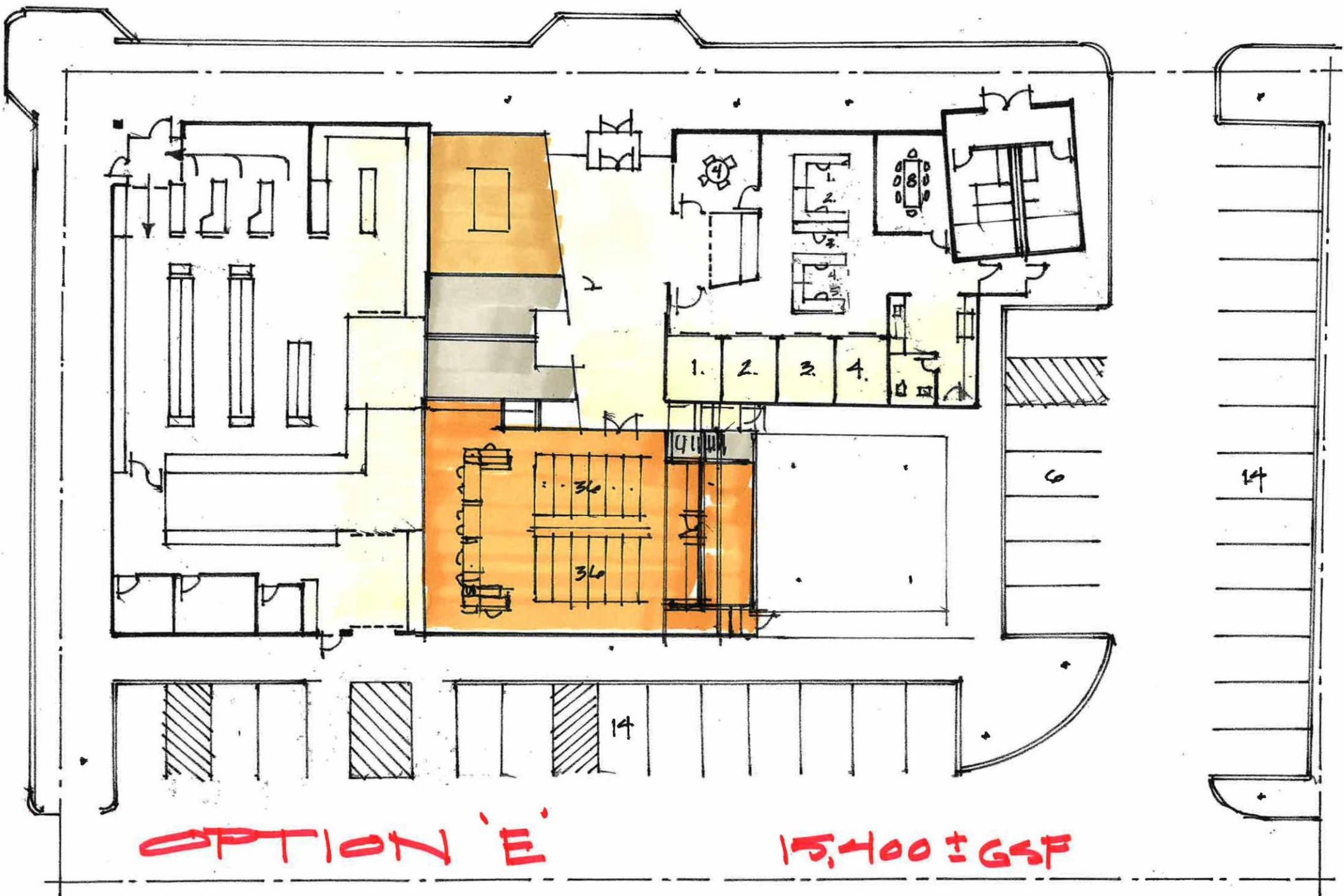
OPTION 'C'

17,300 ± GSF



OPTION 'D'

16,200 ± GSF



OPTION E

15,400 ± GSF

Program Summary

	<i>Exist.</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>
Liquor Store	4,100	5,900	5,900	6,100	6,150	6,200
Community Meeting Room	120	900	350	800	0	700
City Hall Toilet Room	190	700	700	650	850	700
Public Toilet Room	600	0	750	750	750	750
Garage	920	750	800	0	0	0
City Hall Offices	1,800	4,100	4,300	3,100	3,150	3,200
Council Chambers	840	3,300	3,000	2,800	2,750	2,750
Partner Offices	1,090	0	0	1,350	1,550	0
Total Net SF	9,660	15,750	15,800	15,550	15,200	14,300
Circulation/Jan. Closets/etc	1,975	3,250	700	1,750	1,000	1,100
Approx. Gross SF	11,635	19,000	16,500	17,300	16,200	15,400



City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: July 23, 2020
SUBJECT: Emergency Update

Time is set aside on your agenda to discuss emergency updates.

The Governor instituted a face covering mandate prior to your planned emergency meeting on July 22, resulting in the cancelling of that meeting. We've added face covering mandate to the agenda in case any Councilors want to discuss any of the mandate requirements.

On Friday the Park Board will be considering special event permits and there may be a need to report or discuss these permits at the Council meeting. We will provide an update on this after the Park Board meeting.

Upcoming Meeting Schedule

Updated July 23, 2020

JULY

Date/Time	Meeting	Location
Wednesday, July 29, 6:30 p.m.	City Council Meeting	TBD

AUGUST

Date/Time	Meeting	Location
Wednesday, August 5, 6:30 p.m. (tentative)	Emerg. Update Mtg.	Remote
Wednesday, August 12, 6:30 p.m.	City Council Meeting	TBD
Wednesday, August 19, 6:30 p.m. (tentative)	Emerg. Update Mtg.	Remote
Wednesday, August 26, 6:30 p.m.	City Council Meeting	TBD

Approved Minutes-Park and Recreation Board
Tuesday, June 2nd, 2020
Via video conference due to COVID-19 pandemic

Members online: Sally Berg, Jennifer Stoltz, Craig Schulte, Rita Hinchman and Steve Aldrich

Members absent: none

Staff online: Dave Tersteeg, Samantha Wallner, Paul Jones and Patrick Knight

Call to Order:

Berg called the meeting to order at 4:45 p.m.

Additions / Approval to Agenda and May minutes:

Motion by Aldrich to approve the agenda with an addition of a Special Event Application by Joe Paulik, 2nd by Hinchman; all ayes, approved.

Motion by Hinchman to approve both sets of May minutes, second by Stoltz; all ayes, approved.

Golf Report:

Jones reported on course conditions and usership; both being very positive news. The course is looking really good and only getting better as summer weather sets in. Daily rounds are up 56% vs. at this time last year. Membership sales are strong, particularly with students and millennials. The pre-June 15th special price and city resident discount are both very popular. Aldrich commented on seeing 3 of the 4 new signs installed by the County to direct people up to the course from town.

City Council Report:

Schulte had nothing relevant to the park to report. Hinchman asked how the council has responded to recent Park Board decisions? Schulte said the council has been supportive of the board's process and decisions for re-opening.

Parks Report:

Special Event Application review: Joe Paulik submitted a Special Event Application for use of Harbor Park throughout the summer to play music and solicit tips. Dates for performances are primarily weekends starting June 20 and running through October 3rd. Tersteeg explained that in order to busk in the park, the performer must first get permission from the Park Board and then secure a "peddler's permit" from City Hall. Hinchman asked about competing performances if bands are playing at the Gunflint Tavern. The hours of Paulik's performances are mostly 5 - 8 p.m., which would not overlap with Tavern bands. Schulte asked about other requests from musicians for similar use of this space. Paulik indicated on his application that he is open to other performers joining him.

Motion by Hinchman to approve the Joe Paulik Special Event Application, second by Aldrich; all ayes, approved.

Parkside public water access project: Tersteeg briefed the board on the latest concept design from the DNR for the upgraded public water access in the park (down by the dog pound). The project is in the permitting process with an anticipated construction schedule of 2021. Natural and cultural resource assessments are also underway, and a boring crew will be in town the week of 6/8 for landside soil sampling.

Operating during COVID-19: The board resumed discussions about opening dates and strategies for the campground. Tersteeg reviewed where we stand relative to the latest position from the State - As of June 1st developed campgrounds are allowed to open, provided guidelines from the DNR are followed.

Clarity from the State on the requirements for bathhouses being contingent on offering dependent campsites for tents and RVs that are not equipped with toilet and bathing facilities was shared. Basically, as of June 1st, we are able to open overnight recreational sites for independent, self-contained RVs and not have to open the bathhouses. We could also possibly limit the number of bathhouses we open based on dependent vs. independent sites, i.e. keep bathhouse #2 closed all season as it serves a neighborhood of independent, seasonal sites.

Opening guidelines from the DNR were reviewed and Tersteeg feels comfortable with being able to meet these guidelines for bathhouse operations by June 15th. He recommended keeping bathhouse #2 closed for the season. Signage and guest expectations were discussed. Tersteeg also advised the board that opening back up should be tempered with an expectation that we may need to scale back or possibly close in the event of changing conditions.

Motion by Hinchman to open June 4th for self-contained guests on independent sites and to open select bathhouses on June 15 for dependent sites, second by Stoltz: All ayes; motion approved.

The request for returning seasonals to isolate socially for 14 days upon arrival was reviewed and in the context of opening for overnight guests, deemed unnecessary.

Motion by Schulte to sunset the request for seasonals to isolate after arrival and to continue to follow the guidelines set forth by the state for safer operations, second by Aldrich: All ayes, motion approved.

Hinchman asked that more work be done on cleaning up the downtown gardens in Harbor and Compass park. Perhaps a volunteer clean-up day would be a good idea. Tersteeg also addressed the downtown dining out scene with restaurants only offering to-go containers and all the extra garbage for the green cans that this has created. Park staff has also placed a few more picnic tables in Harbor Park.

Meeting adjourned at 5:36

Adjourn

Berg adjourned the meeting at 5:36. These minutes will be reviewed for approval at the July meeting.

July meeting is scheduled for Tuesday, July 7th at 4:45 PM via online video conference.

Please contact the Park Office if you cannot attend 387-1712.