AGENDA
City Council

Regular Meeting
February 10, 2026
Council Chambers
7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA (Recommendation: Approve the agenda as presented or as amended).

APPROVAL OF THE MINUTES: Workshop, January 27, 2026
Regular Meeting, January 27, 2026

PUBLIC HEARINGS: 7:00 PM, or as soon afterwards as possible

OPEN FORUM (Maximum time of three minutes per person)*

a) Presentation and Signing of *Civic Pledge for a Stronger Minnesota*

CONSENSUS MOTIONS

a) Request that the City Council approve the Group 9 Fire Department Lexipol policies as presented.

b) Request per City of Oakdale Code of Ordinances, Chapter 2, Article 4, Sec. 2-36 (c) that the City Council promote Luke McClanahan as full-time probationary Planning Manager effective January 28, 2026, at a rate of pay consistent with the City base pay schedule.

c) Request that the City Council approve the renewal and issuance of Twin Cities Pawn's Pawnbroker License for the license term of February 15, 2026 – February 14, 2027.

d) Request that the City Council waive reading and adopt Resolution 2026-06, Authorizing Administrative Costs Charging and Approve Annual Interfund Transfer from Tax Increment District Funds to the General Fund.

e) Request that the City Council approve Subcontractor Request for Qualifications for the City of Oakdale Police Expansion and City Hall Remodel Bid Package 2 dated February 12, 2026.

f) Request that the City Council approve ordering a Fire Department vehicle in the amount of $59,632 as part of the Fire Department vehicles identified for replacement in 2026, as outlined in the 2026-2035 Vehicle and Equipment Replacement Fund.

ADVISORY BOARDS AND COMMISSIONS

Environmental Management Commission (met on 2/9/26, Council Liaison Zabel)

Planning Commission (2/5/26 meeting cancelled, Council Liaison Severson)

Parks and Recreation Commission (no meeting, Council Liaison Morcomb)

Tree Board (no meeting, Council Liaison Moore)

AWARD OF BIDS

STAFF REPORTS

COMMUNITY DEVELOPMENT

a) Kelley Conditional Use Permit – Oversized Accessory Structure (Private Garage) at 7684 Stillwater Way North (Recommendation: Waive reading and adopt Resolution 2026-11, Approving a Conditional Use Permit for an Oversized Accessory Building (Second Private Garage) at 7684 Stillwater Way North, with conditions included in the attached resolution).

b) Approval of Final Park Plans and Final Park Budget for City Project P2026-04 (Helmo Station Park) (Recommendation: Approve the final Park Plans and Final Park Budget of $1,748,086.68 for City Project P2026-04 (Helmo Station Park)).

CITY ATTORNEY

ADMINISTRATOR'S REPORT

COUNCIL PRESENTATIONS

CLAIMS (Recommendation: Approve Claims for the period January 28, 2026 to February 10, 2026 in the amount of $1,213,150.71).

ADJOURNMENT

*Members of the public are invited to make comments to the Council during the open forum section. Up to three minutes shall be allowed for each speaker. No action will be taken by the Council on items raised during the public comment period unless the item appears as an agenda item for action.

WORKSHOP MINUTES
OAKDALE CITY COUNCIL
JANUARY 27, 2026

The City Council held a Workshop on Tuesday, January 27, 2026 at Oakdale City Hall, 1584 Hadley Avenue North, Oakdale, Minnesota. The meeting began at 5:00 PM.

Present: Mayor Kevin Zabel

Council Members: Andy Morcomb
Kari Moore
Gary Severson
Katie Wrich

City Staff Members: Christina Volkers, City Administrator
Sara Ludwig, City Clerk
Jim Thomson, City Attorney
Brian Bachmeier, Consulting City Engineer
Greg Brady, Chief Building Official
Hannah Dunn, Community Development Specialist
Jake Foster, Assistant City Administrator
Andy Gitzlaff, Community Development Director
Melanie Lee, Human Resources Director
Luke McClanahan, City Planner
Nick Newton, Police Chief
Lori Pulkrabek, Communications Manager
Ivan Stepanov, Finance Director
Ryan Stuart, Police Captain
Cory Tietz, Public Works Director

TURF GRASS AND VEGETATION CODE REVIEW + CONSIDERATION OF VOLUNTEER CODE ENFORCERS

Community Development Director Andy Gitzlaff introduced Chief Building Official Greg Brady.

Mr. Brady explained that the City's current ordinance language related to allowable grass height is more restrictive than many cities; therefore, inspections due to complaints and abatement take a lot of staff time. Over the last five years, complaints have steadily increased with the addition of SeeClickFix, the City's 311 online platform, and a couple of rainy seasons.

In response to Mayor Zabel's question about repeat offenders, Mr. Brady identified at least six, and shared the reasons for the lack of compliance.

Mayor Zabel inquired about including a message about lawn care maintenance when property owners request that the utilities be turned off due to the property being vacant. Mr. Brady said that is a possibility.

Mr. Brady indicated that raising the allowable grass height from 6" to 8" would also eliminate or reduce the number of complaints.

The Council was supportive of raising the allowable grass height from 6" to 8". Then in 2027, the City will sunset its current process of delaying enforcement for long grass until June 1st, but provide education about pollinator habitats, tree health, etc. in fall and winter, 2026-2027.

Regarding the hiring of paid seasonal part-time staff to assist with long grass complaint enforcement, the Council requested that City staff quantify personnel needs.

Council Member Severson brought up native plantings for pollinators and how the City Code might govern these plantings. Mayor Zabel pointed out that there are protections under State law for specific native plantings, but turf grass would not fall into this category. Council Member Morcomb suggested that the Environmental Management Commission investigate how the City may address these types of plantings.

Next steps include staff quantifying personnel needs for long grass complaint enforcement and hiring a seasonal position, as needed; and updating the applicable City Code language by May 1, 2026, based on Council's direction.

The Council identified $5,000 out of the Special Projects Fund as a source for any necessary seasonal hires in this regard, once the need is quantified.

RECREATIONAL VEHICLE STORAGE CODE REVIEW

Mr. Brady indicated that this item is a follow-up from a previous Workshop in which Council discussed recreational vehicle storage. Since then, as part of the Zoning and Subdivision Ordinance Update project, a requirement was added so that recreational vehicles must be stored on impervious surfaces. Staff asked for Council feedback on setback requirements, the number of vehicles allowed to be stored, the timeframe (May 1 through November 1 or November 1 through May 1) in which certain recreational vehicles are allowed to be stored, and if length of the recreational vehicle should play a role in compliance.

In response to Mayor Zabel's question about how the storage timeframe applies to a covered trailer when City staff does not know what is being stored, Mr. Brady stated that the City has the right to verify what is being stored underneath the covering.

The Council agreed that the restriction on the number of recreational vehicles allowed should be raised to a maximum of four all year long, which applies to vehicles being stored in the front, side, or rear of the home. The length of the vehicle(s) does not matter as long as the vehicle(s) fit on the driveway.

Regarding recreational vehicle storage location, the Council agreed on the following:

- Storage in front of the home must be on an improved surface outside of the 15-foot setback.
- Storage on the side of the home must be outside of the 5-foot setback,
- Storage in the rear of the home must be outside of the 5-foot setback.
- All recreational vehicles must have current registration, be operable, and not leaking fluids.

Next steps include staff updating the current City Code language and sending anything that needs clarity to Council for their feedback. Because this is a change to the Zoning Ordinance, it will require a public hearing at the Planning Commission prior to City Council approval.

Council Member Morcomb expressed his appreciation for the work Mr. Brady does for the City.

CITY MARKETING PLAN

Mr. Gitzlaff introduced the City Marketing Plan as a recommendation that came out of the Business Retention, Expansion, and Attraction (BREA) Program. It was noted that the current budget set aside for the marketing plan is $37,500.

Communications Manager Lori Pulkrabek stated that staff is seeking Council feedback on the draft scope of work, and explained that a consultant could assist in facilitating honest feedback during the stakeholder interviews.

Mayor Zabel pointed out that when the City Marketing Plan was first brought up it was to fill identified gaps; however, over recent years, some gaps have already been addressed. He was supportive of the business community being an active partner in shaping the scope.

Council Member Moore shared appreciation for the City's involvement in the BREA Program. She was concerned about how a City Marketing Plan might put a constraint on staff's time.

Mayor Zabel noted that re-evaluating redevelopment opportunities in the City may affect the City's Marketing Plan.

Council Member Morcomb was appreciative of the draft scope of work outline that was provided, but was supportive of revisiting this conversation in a year or two and take a more targeted approach.

In response to City Administrator Chris Volkers' question about the intent of the City Marketing Plan, Mr. Gitzlaff stated that the City has a Business Resource Guide, but this could offer a more robust marketing package for the City.

Council Member Moore suggested utilizing the City Administrator recruitment package as short-term collateral as a starting point.

In response to Mayor Zabel's question about how often the Business Resource Guide is updated, Mr. Gitzlaff said annually.

Council Member Severson agreed that the business community should be an active partner in shaping the scope, but was hesitant to move forward given the constraint on staff capacity. Council Member Wrich agreed.

The Council agreed to revisit this item during future budget discussions. Mayor Zabel suggested reallocating the funds for this item to the Comprehensive Plan.

REVIEW OF MAYOR/COUNCIL MEMBER PAY AND CHAPTER 2, OAKDALE CITY CODE OF ORDINANCES REVISIONS

Ms. Volkers stated that this item is a follow-up from a previous Workshop in which it was mentioned that Mayor/City Council pay should be revisited. Along with this discussion is the suggestion to classify the City Council Workshops as Regular Meetings within City Code.

City Attorney Jim Thomson explained that the City Council Workshops are considered Special Meetings under the Open Meeting Law (OML). Because of this designation, the Council can only discuss what has been posted on the agenda, and does not have the flexibility to add or remove items after the agenda has been posted. Additionally, some agenda items may be too vague in nature and may not properly inform the public of the subject matter of that item.

In reference to the proposed language changes in City of Oakdale Code of Ordinances Chapter 2, Article 3, Secs. 2-20 and 2-23, the Council agreed to remove "normally" and the last portion of the last sentence in Sec. 2-23 starting with "…but the…".

City staff will review the entirety of City of Oakdale Code of Ordinances Chapter 2 and propose other necessary changes, like Sec. 2-27. *Order of Business*.

In response to Mayor Zabel's question about whether a technology reimbursement is considered compensation, Attorney Thomson indicated it is not under City Policy.

After a brief discussion, the Council agreed that Council Members should be offered a City-owned laptop for use during their term(s), along with the offer of a City-issued cell phone or the allowance/reimbursement option. City staff will draft a City Policy similar to the current policy that governs staff.

Regarding an increase in Mayor/Council Member pay, Attorney Thomson suggested using a fixed percentage written in the City Code language. The Council agreed on an annual 3% increase.

Attorney Thomson will verify that State Statute allows a fixed percentage annual increase for Mayor/Council Member pay.

CITY ATTORNEY PRESENTATION: OPEN MEETING LAW, SERIAL MEETINGS, MORE

City Attorney Jim Thomson provided an overview of the "Open Meeting Law." He defined "meeting" and "serial meeting" as it applies to the Open Meeting Law.

Attorney Thomson talked about the importance of treating emails, tweets, and text messages like phone calls; and not using "reply all" in email conversations but, rather, responding only to the city administrator who would then forward the comments to all members.

Regarding social media, Attorney Thomson explained that in 2014, the OML was amended to state that "use of social media by members of a public body does not violate the OML as long as the social media use is limited to exchanges with all members of the general public."

One final note Attorney Thomson shared is that emails between council members will almost always be public data; however, an email between a council member and a constituent is always private unless either party makes it public.

In response to Mayor Zabel's question about the nature of the email affecting whether it is public or private, Attorney Thomson clarified that the email itself can be made public, but the data within it could be private, and if the email was released, the private data would have to be redacted.

ADMINISTRATOR UPDATE

Ms. Volkers did not have an update.

COUNCIL TOPICS

Mayor Zabel brought up the *Amendments to the Zoning Ordinance* item on the subsequent regular meeting agenda and noted that he will be offering an amendment to Section 25-09-201 related to the requirement of a driveway to a private garage. He also mentioned that Council could discuss intent surrounding accessory buildings and private garages at a future Workshop.

Regarding the City's support for a Washington County Community Development Agency Predevelopment Grant for a small area plan near the southwest corner of the I-694 and MN-36 interchange, in partnership with Pine Springs, Mayor Zabel questioned whether the Council should discuss their intent for that area prior to moving forward with this study.

In response to Council Member Morcomb's question about the purpose of this study, Mr. Gitzlaff stated that there have been past conversations between City staff and Pine Springs staff about properties in this area and related infrastructure, and a third-party study will help provide answers to unknown questions.

There was general Council support to move forward with the study by writing a letter of support and agreeing to the local match. City staff will bring forward a budget amendment for Council approval at a future regular meeting, if needed.

WORKSHOP RECESSED FOR THE REGULAR CITY COUNCIL MEETING AT 6:50 PM

WORKSHOP RECONVENED IN THE HADLEY CONFERENCE ROOM AT 8:35 PM AFTER THE REGULAR CITY COUNCIL MEETING

COUNCIL TOPICS, CONTINUED

Mayor Zabel provided an update from a call with the Office of Congresswoman Betty McCollum, noting that the Department of Defense is studying the containment and treatment of PFAS which may alleviate the City's funding pressures in this area.

Council Member Wrich shared her positive experience doing a ride along with the Fire Department. She encouraged other Council Members to schedule one as well. She also said that she had a great tour of the new Public Works facility for her final onboarding with Ms. Volkers, led by Public Works Director Cory Tietz.

Council Member Morcomb noted that most of his 2025 priorities have been completed or are in the process of being completed. He encouraged other Council Members to declare and track their priorities. He thanked City staff for their work on these items.

Council Member Moore also shared her 2025 priorities list and the status of each item, along with items on her 2026 priorities list.

Regarding the newly approved Social Worker position within the Police Department, Ms. Volkers noted that Washington County will provide an update on funding and timeline in the next few weeks.

The Council discussed a joint-Council statement from the Mayor regarding U.S. Immigration and Customs Enforcement (ICE) in the community. It was determined that the message would go out by the end of the week.

Ms. Volkers provided an update on the recruitment timeline for the next City Administrator.

In reference to the *Civic Pledge for a Stronger Minnesota*, the Council agreed to have Shannon Watson at Majority in the Middle attend the February 10, 2026 regular meeting to present the certificate.

ADJOURNMENT
The Workshop was adjourned at 9:06 PM.

Respectfully submitted,
Sara Ludwig, City Clerk

REGULAR MEETING MINUTES
OAKDALE CITY COUNCIL
January 27, 2026

CALL TO ORDER

A regular meeting of the City Council of the City of Oakdale was held on January 27, 2026 at Oakdale City Hall, 1584 Hadley Avenue North, Oakdale, Minnesota. The meeting was called to order by Mayor Kevin Zabel at 7:00 PM.

ROLL CALL

On a call of roll, the following were present:

Mayor	Kevin Zabel
Council Members:	Kari Moore Andy Morcomb Gary Severson Katie Wrich
Staff Present:	Christina Volkers, City Administrator Sara Ludwig, City Clerk Jim Thomson, City Attorney Brian Bachmeier, Consulting City Engineer Joe Carpentier, Assistant Fire Chief Hannah Dunn, Community Development Specialist Jake Foster, Assistant City Administrator Andy Gitzlaff, Community Development Director Luke McClanahan, City Planner Nick Newton, Police Chief Lori Pulkrabek, Communications Manager Ivan Stepanov, Finance Director Ryan Stuart, Police Captain Cory Tietz, Public Works Director
Others Present:	David Olson, Low Voltage Integrators, Inc. Alan Stroschein, Oakdale Resident Brad Swanson, Project Manager, SEH Don Theisen, Owner's Representative Patrick Thibaudeau, Oakdale Resident

PLEDGE OF ALLEGIANCE

OATH OF OFFICE

a) Swearing in – Daniel Adam Concha as Firefighter/Paramedic
b) Swearing in – Liz Belisle as Firefighter/Paramedic
c) Swearing in – Onnay Pomeroy as Police Officer
d) Swearing in – Kevin Richardson as Police Officer

Mayor Zabel noted that all four individuals being sworn in tonight have successfully completed their probationary period. Mayor Zabel administered the Oath of Office to Firefighter/Paramedic Concha, Firefighter/Paramedic Belisle, Officer Pomeroy, and Officer Richardson.

APPROVAL OF THE AGENDA

A MOTION WAS MADE BY COUNCIL MEMBER MORCOMB, SECONDED BY COUNCIL MEMBER SEVERSON TO APPROVE THE AGENDA AS AMENDED FOR THE MEETING OF JANUARY 27, 2026.

5 AYES

APPROVAL OF THE MINUTES: Workshop, January 13, 2026
Regular Meeting, January 13, 2026

A MOTION WAS MADE BY COUNCIL MEMBER MOORE, SECONDED BY COUNCIL MEMBER WRICH TO APPROVE THE WORKSHOP MEETING MINUTES OF JANUARY 13, 2026.

5 AYES

A MOTION WAS MADE BY COUNCIL MEMBER MORCOMB, SECONDED BY COUNCIL MEMBER WRICH TO APPROVE THE REGULAR MEETING MINUTES OF JANUARY 13, 2026.

5 AYES

PUBLIC HEARINGS

a) Improvement and Assessment Hearings for City Project R2026-01 (2026 Street Reconstruction)

Consulting City Engineer Brian Bachmeier explained that there will be two public hearings. The first is the public improvement hearing to discuss the why, what, and when of the project. The second is the public assessment hearing to describe project financing.

Mayor Zabel provided information and ground rules for the public hearings.

City Attorney Jim Thomson explained the public improvement and assessment hearing processes. He noted that anyone who would like to appeal the special assessment must submit a written assessment appeal form to the City Clerk before the end of the public assessment hearing. Attorney Thomson added that anyone wanting to appeal the assessment once it is passed by Council must file an appeal in court within 30 days of that decision.

Mr. Bachmeier laid out the objectives of the improvements which include increased safety, the containment of maintenance expenditures, and elimination of unreasonable load limits. Mr. Bachmeier went on to review several graphics highlighting the road conditions, street improvement history, and current load limits.

SEH (Short Elliott Hendrickson, Inc) Project Manager Brad Swanson presented various photos of the condition of the streets that will be part of the 2026 Street Reconstruction project. He then went through a detailed list of the proposed improvements for all the streets affected by this project. Mr. Swanson also explained the detailed construction process, and reviewed site maps for the designated street improvements.

Mayor Zabel opened the public improvement hearing and welcomed comments from the audience. No comments were heard. Mayor Zabel closed the public improvement hearing.

A MOTION WAS MADE BY COUNCIL MEMBER MOORE, SECONDED BY COUNCIL MEMBER WRICH TO WAIVE READING AND ADOPT RESOLUTION 2026-08, ORDERING CITY PROJECT R2026-01 (2026 STREET RECONSTRUCTION).

5 AYES

Mr. Bachmeier explained the different assessment rates used by the City and how the entirety of the project is being financed. He went over how special assessments are like a 10-year loan with the ability to prepay without interest before October 15, 2026. If payments are not made by October 15, 2026, the assessment is added to property taxes starting in May 2027. Mr. Bachmeier indicated that financial hardship deferrals are available through a process within the Finance Department.

In response to Mayor Zabel's question about a deadline to complete the hardship deferral application, City staff stated they will look into it and follow up.

Mayor Zabel opened the public assessment hearing and welcomed comments from the audience.

Alan Stroschein, 19 Greenway Ave N, noted that due to the Gold Line BRT project, much of the infrastructure work has already been completed. He requested an adjustment to his assessment given the completion of these improvements.

David Olson, on behalf of Low Voltage Integrators, Inc., 6592 Hudson Blvd N, echoed Mr. Stroschein's sentiment related to the assessment adjustment.

A MOTION WAS MADE BY COUNCIL MEMBER MORCOMB, SECONDED BY COUNCIL MEMBER SEVERSON TO WAIVE READING AND ADOPT RESOLUTION 2026-09, ADOPTING THE ASSESSMENT ROLL FOR CITY PROJECT R2026-01 (2026 STREET RECONSTRUCTION) IN THE AMOUNT OF $910,315.00.

5 AYES

OPEN FORUM

a) **Proclamation: Commitment to Volunteerism in the City of Oakdale**

Mayor Zabel proclaimed that the City of Oakdale commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities, and will regularly acknowledge and celebrate the contributions of volunteers.

Mayor Zabel invited comments from the audience.

Patrick Thibaudeau, 6293 25th St N, thanked the Council for adopting the Commitment to Volunteerism proclamation and expressed appreciation for the opportunity to partner with the City.

CONSENSUS MOTIONS

a) **Request per City of Oakdale Code of Ordinances, Chapter 2, Article IV, Sec.2-36 (c) and per City Personnel Policy PE-031, Section 5.0, that the City Council appoint Dallas Dosch as a part-time**

temporary Customer Service Specialist effective on or after January 28, 2026, at a rate of pay consistent with the City base pay schedule, conditioned on passing all background requirements.

b) Request per City of Oakdale Code of Ordinances, Chapter 2, Article IV, Sec.2-36 (c) and per City Personnel Policy PE-031, Section 5.0, that the City Council appoint Donovan Barr as full-time probationary Police Officer effective on or after January 28, 2026, at a rate of pay consistent with the City base pay schedule conditioned on passing all background requirements.

~~c) Request that the City Council waive reading and adopt Ordinance No. 959, Amending the Code of Ordinances for the City of Oakdale, Chapter 25 Relating to Allowed Uses in the R-2 and B-2 Zoning Districts, Criteria for Electronic Signage and Accessory Structures, Exterior Design Standards for the B-2 Zoning District, and a Correction to the Application Review Procedures.~~

~~Request that the City Council waive reading and adopt Resolution 2026-10, Authorizing Publication of Ordinance No. 959 by Title and Summary. *(Motion requires a 4/5 majority vote).*~~

c) Request that the City Council approve the Pay Equity Implementation Report and Compliance Report, authorize the Mayor to sign the Report, and authorize staff to submit to the State of Minnesota.

d) Request that the City Council authorize the Mayor and City Administrator to sign and execute the Assignment and Third Amendment of Ground Lease Agreement between Oak Marsh LLC, Oak Marsh Holdings LLC, and the City of Oakdale.

A MOTION WAS MADE BY COUNCIL MEMBER MOORE, SECONDED BY COUNCIL MEMBER MORCOMB TO APPROVE CONSENSUS MOTIONS A-D, AS PRESENTED.

5 AYES

ADVISORY BOARDS AND COMMISSIONS

Environmental Management Commission (no meeting, Council Liaison Zabel)

Planning Commission (no meeting, Council Liaison Severson)

Parks and Recreation Commission (no meeting, Council Liaison Morcomb)

Tree Board (met on 1/20/26, Council Liaison Moore)

Council Member Moore reported that the Tree Board reviewed their 2026 Work Plan, and elected a new Chair and Vice Chair for 2026.

AWARD OF BIDS
None

STAFF REPORTS

COMMUNITY DEVELOPMENT

a) Site Plan Amendment – Police Expansion and City Hall Remodel

City Planner Luke McClanahan explained that the project includes expanding the existing 17,000-square-foot Police Department and City Hall building by approximately 27,000 square feet, for a total of about 44,000 square feet, requiring a formal site plan amendment. Mr. McClanahan then went over the expanded building footprint, proposed building accesses, and parking for the site. Staff determined that the project meets zoning standards for building height, materials, lighting, landscaping, stormwater management, and tree replacement, with careful attention to minimizing impacts on neighboring properties. Mr. McClanahan noted that two public open houses were held to solicit public feedback. The Planning Commission recommended approval at their January 8, 2026 meeting, and staff also supports approval subject to four conditions included in the attached resolution.

A MOTION WAS MADE BY COUNCIL MEMBER SEVERSON, SECONDED BY COUNCIL MEMBER MOORE TO WAIVE READING AND ADOPT RESOLUTION 2026-07, APPROVING A SITE PLAN AMENDMENT FOR 1584 HADLEY AVENUE NORTH, WITH CONDITIONS INCLUDED IN THE ATTACHED RESOLUTION.

5 AYES

b) Approval of Contract for Final Design and Construction Administration Services for City Projects P2026-01 (Tanners Lake Park), P2026-02 (Tower Park), and P2026-05 (Golfview Park)

Community Development Director Andy Gitzlaff explained that the project includes 2026 park improvements at Tanners Lake Park, Tower Park, and Golfview Park, which stem from the recently completed Park System Plan outlining priorities for the next 20 years. He went over the planned park improvements for each and staff's intent to hire a single consultant for all three projects. Additional public engagement will be conducted prior to the creation and approval of final design and plans by the City Council. Mr. Gitzlaff noted that pending grant funding could offset costs and may require future contract amendments that could affect project timing. Tower Park and Golfview Park are expected to be completed in 2026, while Tanners Lake Park would extend into 2027. Mr. Gitzlaff concluded, following a competitive selection process, staff recommends LHB, Inc. as the design consultant due to qualifications, experience, and cost competitiveness, with a proposed cost of $274,000, well within the project design budget.

Public Works Director Cory Tietz explained that the City is shifting how park improvement projects are planned and delivered, moving to a more structured, engagement-driven process guided by the recently adopted Park System Plan. In response to Council feedback, the selected consultant has proposed robust public involvement in a variety of forms.

A MOTION WAS MADE BY COUNCIL MEMBER MORCOMB, SECONDED BY COUNCIL MEMBER MOORE TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR FINAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES BETWEEN THE CITY OF OAKDALE AND LHB, INC. FOR AN AMOUNT NOT TO EXCEED $274,000 FOR CITY PROJECTS P2026-01 (TANNERS LAKE PARK), P2026-02 (TOWER PARK), AND P2026-05 (GOLFVIEW PARK).

Council Member Morcomb expressed his excitement about how far the City has come restoring and improving its parks. He thanked all those that helped develop the Parks System Plan and brought the City to this point. Council Member Moore echoed the sentiment.

4 AYES
1 NAY – ZABEL

A MOTION WAS MADE BY COUNCIL MEMBER MORCOMB, SECONDED BY COUNCIL MEMBER WRICH TO AUTHORIZE THE CITY ADMINISTRATOR TO APPROVE AMENDMENTS, SUCH AS TERM EXTENSIONS, TO THE CONTRACT WITH LHB, INC. FOR CITY PROJECTS P2026-01 (TANNERS LAKE PARK), P2026-02 (TOWER PARK), AND P2026-05 (GOLFVIEW PARK), PROVIDED THAT THEY DO NOT EXCEED THE CONTRACT DOLLAR AMOUNT.

In response to Mayor Zabel's question, City Administrator Chris Volkers confirmed that she will remain the authorized representative for the City to sign contracts.

5 AYES

A MOTION WAS MADE BY COUNCIL MEMBER MORCOMB, SECONDED BY COUNCIL MEMBER MOORE TO AUTHORIZE THE CITY ADMINISTRATOR TO APPROVE INDIVIDUAL CHANGE ORDERS AND PURCHASE ORDERS UP TO $100,000 FOR CITY PROJECTS P2026-01 (TANNERS LAKE PARK), P2026-02 (TOWER PARK), AND P2026-05 (GOLFVIEW PARK), PROVIDED THAT THEY ARE WITHIN THE APPROVED CIP BUDGET.

5 AYES

c) Amendments to the Zoning Ordinance

Mr. McClanahan explained that following the adoption of a comprehensive update to the City of Oakdale's Zoning Ordinance on July 8, 2025, several corrections and additional updates to the ordinance are needed. The amendments include removing townhomes and courtyard cottages as allowed uses in the R-2 zoning district, allowing light manufacturing as a principal use in the B-2 zoning district, adding specific review criteria for electronic signage in non-residential zoning districts, correcting a reference in the zoning map amendment section, adding specific setback requirements for accessory structures, requiring certain exterior design standards for structures in the B-2 zoning district, and including specific review criteria for oversized accessory structures / secondary garages. Mr. McClanahan noted that the Planning Commission held a public hearing and recommended approval at their January 8, 2026 meeting, and staff also supports approval of the proposed updates.

A MOTION WAS MADE BY COUNCIL MEMBER SEVERSON, SECONDED BY COUNCIL MEMBER MOORE TO WAIVE READING AND ADOPT ORDINANCE NO. 959, AMENDING THE CODE OF ORDINANCES FOR THE CITY OF OAKDALE, CHAPTER 25 RELATING TO ALLOWED USES IN THE R-2 AND B-2 ZONING DISTRICTS, CRITERIA FOR ELECTRONIC SIGNAGE AND ACCESSORY STRUCTURES, EXTERIOR DESIGN STANDARDS FOR THE B-2 ZONING DISTRICT, AND A CORRECTION TO THE APPLICATION REVIEW PROCEDURES.

Mayor Zabel proposed an amendment to strike out the language in Section 25-09-201(d)(3)(G), relating to the requirement of a paved driveway to access a private garage, noting that this requirement could create practical challenges and discourage property owners from making improvements.

A MOTION WAS MADE BY MAYOR ZABEL, SECONDED BY COUNCIL MEMBER MORCOMB TO AMEND ORDINANCE NO. 959, TO STRIKE OUT SECTION 25-09-201(D)(3)(G) FROM THE PROPOSED LANGUAGE, AND RE-LETTERING CURRENT (H) TO (G).

Council Member Morcomb clarified that removing the driveway requirement would not eliminate oversight, as applications for oversized accessory buildings would still be reviewed by the Planning Commission and City Council and require a public hearing.

5 AYES

Mayor Zabel brought back to the forefront the original motion to adopt Ordinance No. 959 noting that it has been amended, but that there has already been a motion and a second. He asked if there are any other amendments or final comments. No amendments or comments were raised. He then asked for a vote.

5 AYES

A MOTION WAS MADE BY COUNCIL MEMBER SEVERSON, SECONDED BY COUNCIL MEMBER WRICH TO WAIVE READING AND ADOPT RESOLUTION 2026-10, AUTHORIZING PUBLICATION OF ORDINANCE NO. 959 BY TITLE AND SUMMARY.

5 AYES

CITY ATTORNEY

No report.

ADMINISTRATOR'S REPORT

a) Approval of Pre-Qualified Subcontractors for the Police Expansion and City Hall Remodel Bid Package 1 and Authorization to Proceed to Bid for Bid Package 1

Owner's Representative Don Theisen provided an update on the Police Expansion and City Hall Remodel, noting that over the past year, the design team has worked closely with City leadership and the Council, and the project is now ready to begin the bidding phase using a Construction Manager at Risk delivery method, with Kraus-Anderson serving in that role. Mr. Theisen reported that the prequalification process for the first bid package has been completed, and staff recommends approving 52 contractors across seven work scopes and authorizing a solicitation for bids for that package. An additional bid package will follow for remaining project work, with final approvals occurring later this spring. With Council approval, the project is expected to break ground in early June.

A MOTION WAS MADE BY COUNCIL MEMBER MORCOMB, SECONDED BY COUNCIL MEMBER SEVERSON TO APPROVE THE POLICE EXPANSION AND CITY HALL REMODEL PROJECT PRE-QUALIFIED SUBCONTRACTOR LIST FOR BID PACKAGE 1 PER THE LETTER FROM KRAUS-ANDERSON DATED JANUARY 21, 2026 AND AUTHORIZE KRAUS-ANDERSON TO SOLICIT BIDS FOR BID PACKAGE 1.

5 AYES

COUNCIL PRESENTATIONS

Council Member Morcomb expressed enthusiasm for the City's commitment to volunteerism and emphasized that the program is open to everyone in the community. Council Member Severson echoed the sentiment.

Council Member Wrich shared that she recently spent time with the Fire Department and was extremely impressed by the work they do behind the scenes for the community.

Council Member Moore stated that things are going well in the community and she is glad to be a part of it.

Mayor Zabel made announcements about the following:

- Outdoor ice rinks and warming houses at Eastside and Walton Parks have reopened for regular hours as of Sunday, January 25th. Please check the City website, www.oakdalemn.gov, for the latest updates.
- Public Works is still disposing of natural Christmas trees for residents through January 30th. The disposal cost is just $3 per tree. Drop off hours are Monday through Friday from 7 AM to 3:30 PM at 1900 Hadley Avenue N.
- Rentals for Oakdale picnic shelters for the 2026 season, which runs April through October, can be made online through the City website. Reservations are first-come, first-served, and Oakdale residents receive a discounted rate. See www.oakdalemn.gov for shelter locations, sizes, and availability.
- A reminder that Oakdale City Hall offers free disposal of unused and expired household medications for Washington County residents. Two drop boxes are located on the first floor near the Police Department and are available Monday through Friday from 8 AM to 4:30 PM.

CLAIMS

A MOTION WAS MADE BY COUNCIL MEMBER SEVERSON, SECONDED BY COUNCIL MEMBER MOORE TO APPROVE CLAIMS FOR THE PERIOD JANUARY 14, 2026, 2025 TO JANUARY 27, 2026 IN THE AMOUNT OF $3,188,366.02.

5 AYES

ADJOURNMENT

A MOTION WAS MADE BY COUNCIL MEMBER MOORE, SECONDED BY COUNCIL MEMBER MORCOMB TO ADJOURN THE REGULAR CITY COUNCIL MEETING OF JANUARY 27, 2026, AT 8:27 PM.

5 AYES

Respectfully submitted,

Sara Ludwig, City Clerk

REQUEST FOR COUNCIL ACTION

Meeting Date: February 10, 2026		
Requester: KW CA Approval: CV	Advisory Board/Commission ☐	Open Forum ☐
	Award of Bid ☐	Other: ☐
	Consensus Motions a ☒	Public Hearing ☐
	Department:	☐
Title: Approval of Fire Department Lexipol Policies, Group 9		

BACKGROUND

In December 2023, the City entered into an agreement with Lexipol for enhancing the public safety department policies and operating procedures. Since January 2024, the Fire Department has worked with Lexipol to build the new policy manual. Lexipol representatives and legal staff have contributed to developing content and vetting the policies to ensure compliance with State and Federal law along with alignment to best practices.

This is the ninth and final group of Fire Department Lexipol policies for approval.

Number	Policy
800	Subpoenas and Court Appearances
1004	Station Callback
1005	Wellness Program
1006	Physical Fitness
1007	Uniform Regulations
1008	Personal Appearance Standards
1009	Commendations and Awards
1010	Line-of-Duty Death
1011	Line-of-Duty Death and Serious Injury Notification
1012	Funerals
1013	Family Support Liaison
1100	Flag Display
1101	Fire Station Living

FINANCIAL CONSIDERATION

Lexipol was an approved budget item for 2025 and includes an annual subscription fee, totaling $10,418 in 2025, which was included in the 2025 preliminary budget. The approved policies will be uploaded to the City's website.

CITY COUNCIL ACTION REQUESTED

It is requested that the City Council approve the Group 9 Fire Department Lexipol policies as presented.

Attachment

Policies 800, 1004-1013, 1100-1101

Subpoenas and Court Appearances

800.1 PURPOSE AND SCOPE

The purpose of this policy is to establish procedures for receiving, processing and responding to subpoenas to appear or to produce records or evidence. It will allow the Department to cover any related work absences and keep the Department informed about relevant legal matters.

800.2 POLICY

Department members will respond appropriately to all subpoenas and any other court ordered appearances.

800.3 RECEIPT OF SUBPOENAS

Only department members authorized to receive a subpoena on behalf of the Department or any of its members may do so.

Subpoenas for records should be directed to the authorized designee for processing.

800.3.1 SUBPOENAS OF RECORDS

The City Custodian of Records and any authorized designees should receive training in proper intake and processing of subpoenas. Members not designated by the City Custodian of Records and properly trained are not authorized to accept subpoenas for department records.

Subpoenas for records shall be date-stamped and logged.

The City Custodian of Records will consult with the Department Fire Chief regarding any request for medical records. The City Custodian of Records or the authorized designee will only produce the requested records as provided in this policy and the Patient Medical Record Security and Privacy Policy.

If the City Custodian of Records determines that a subpoena involves a request for a confidential record or relates to pending litigation against the Department or City, the request should be promptly brought to the attention of the legal counsel for the Department.

The Department may be entitled to recoup reasonable costs incurred in production of business records in response to a subpoena. The City Custodian of Records should provide a statement reflecting the assessment of these reasonable costs and require payment at the time subpoenaed records are delivered (Minn. R. Civ. P. 45.03(d)).

800.3.2 CIVIL SUBPOENAS INCLUDING DEPOSITIONS OR NOTICES TO APPEAR

Upon receipt of a civil subpoena, the City Custodian of Records or other person authorized to receive a subpoena shall date-stamp and log the subpoena.

The City Custodian of Records or other person authorized to receive a subpoena shall ensure timely delivery of the subpoena to the identified member, noting on the log the date and time it was accepted. The receiving member should acknowledge receipt by signing and dating the log.

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No subpoena for a member of this Department as a witness in a civil action should be accepted unless it is accompanied by the required fee for each day the member's appearance is required pursuant to the subpoena (Minn. R. Civ. P. 45.03(d)).

Members shall notify their Captains of receipt of a subpoena. Members should contact the attorney issuing the subpoena to confirm the date and time of appearance or to confirm an on-call status. The member shall comply with all instructions on the subpoena and monitor the status of all required appearances to ensure compliance with judicial process. In the event a member will be unavailable to respond to a subpoena, the member shall promptly notify the attorney issuing the subpoena and the member's Captain.

Members who are deposed should request a copy of the transcript.

800.3.3 ON-CALL SUBPOENAS

Upon receipt of a subpoena and after contacting the issuing attorney, a member may make arrangements with the issuing attorney to be placed in an on-call status.

The subpoenaed member shall promptly notify his/her supervisor of the subpoena and any on-call status and make arrangements regarding any potential scheduling conflicts, potential overtime compensation or other follow-up required to coordinate on-call appearance status.

800.3.4 CRIMINAL SUBPOENAS

Upon receipt of a criminal subpoena related to department business, the member shall promptly notify the Captain of his/her appearance and contact legal counsel if he/she has any questions.

800.3.5 CIVIL SUBPOENAS UNRELATED TO OFFICIAL DEPARTMENT BUSINESS

Members properly served with valid subpoenas for civil matters unrelated to their department duties shall comply with the requirements of the subpoena. Members are not entitled to compensation from the Department for any such appearance or deposition and arrangements for time off should be coordinated with their supervisors.

Employees subpoenaed to testify about non work-related matters shall be permitted to take time off to testify but are not entitled to receive wages. Employees may use vacation, personal leave or compensatory time off for the time they will be away from work.

800.4 RESPONSIBILITIES

800.4.1 MEMBERS

Members subpoenaed to appear for any department-related reason or who are subpoenaed to produce records or evidence shall:

(a) Document the date, time and manner of receipt.

(b) Promptly contact the City Custodian of Records and provide the Custodian with a copy of the subpoena and/or summons and complaint.

(c) Make arrangements through the City Custodian of Records to obtain any related reports or information.

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(d) Notify their supervisors of the subpoena.

Employees who are subpoenaed to testify about department-related matters shall receive their normal wages. Any witness fees provided to an on-duty employee shall be promptly transmitted to the Department. Members shall coordinate any scheduled appearances with their Captain to ensure the efficient use of staffing to minimize the payment of overtime.

Members appearing in court or appearing for court-related functions such as depositions shall appear for court or other judicial proceedings in uniform or business attire.

Any questions regarding this policy or its requirements shall be promptly directed to a supervisor or department legal counsel.

800.4.2 SUPERVISORS

Supervisors should monitor the schedules of members who have been served subpoenas requiring their appearance to ensure appropriate shift coverage and compensation for the subpoenaed member.

Supervisors shall not intentionally adjust a member's duty schedule for the purpose of creating overtime.

800.5 TESTIFYING AGAINST THE INTEREST OF THE CITY

Any member who has been subpoenaed to testify, has agreed to testify or who anticipates testifying or providing information on behalf of, or at the request of, any party other than the state, any city, county or any of their officers or agents or employees in which any of those entities or persons are parties to the litigation, will promptly notify his/her supervisor. The supervisor shall notify the Fire Chief, prosecuting attorney in a criminal case and the City's legal counsel, as may be indicated by the case. The Fire Chief will also notify the City Administrator upon notification of a subpoena to testify.

This requirement includes:

(a) Providing testimony or information for the defense in any criminal trial or proceeding.

(b) Providing testimony or information for the plaintiff in a civil proceeding against any city, county or its officers, agents or employees.

(c) Providing testimony or information on behalf of, or at the request of, any party other than any City official in any administrative proceeding, including, but not limited to, personnel and/or disciplinary matters.

(d) No member will be retaliated against for testifying in any matter.

800.6 RECEIPT AND PROCESSING OF A SUMMONS

Upon receipt of a summons in a matter related to department business, the member shall document the date, time and manner of receipt and promptly notify his/her supervisor and notify the Fire Chief, who then will contact legal counsel for the City.

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Station Callback

1004.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the right of the Oakdale Fire Department to recall off-duty employees in the event of a large-scale or protracted emergency, natural disaster or other unusual situation that depletes on-duty resources. The policy also establishes the procedures to be used to recall off-duty employees, in accordance with state and federal laws and collective bargaining agreements.

1004.1.1 DEFINITIONS

Definitions related to this policy include:

Automatic aid - Apparatus and firefighters who are dispatched automatically by contractual agreement between two fire departments, fire districts, communities or other entities.

Mutual aid - Apparatus and firefighters who are dispatched, upon request, by the responding fire department. Mutual aid is defined by a signed contractual agreement between the Oakdale Fire Department and neighboring fire departments, fire districts, communities or entities.

1004.2 POLICY

It is the policy of the Oakdale Fire Department to provide sufficient resources at the scene of an emergency to reasonably provide for the safety of the employees working at the scene, and to ensure adequate resources are available for additional emergency calls. In some instances, this may require a station callback for off duty employees.

1004.3 RESPONSIBILITIES

The Fire Chief, or any other chief officer, Captain or Incident Commander (IC) may initiate a station callbackby providing the Communications Center or other designated resource with brief information regarding the emergency, where members are to report for duty and the name or names of personnel required.

1004.3.1 TRIGGERING INCIDENTS

The types of incidents that may require the initiation of a station callback include, but are not limited to:

- One major incident affecting a localized or widespread area
- Two or more incidents causing a high demand for resources at different locations
- Numerous incidents causing a peak demand on the entire resource system
- Any time designated by the Fire Chief or the IC

1004.3.2 COMCENTER RESPONSIBILITIES

The Fire Chief or the authorized designee should be responsible for developing and implementing a station callback procedure that complies with state and federal laws and collective bargaining

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agreements. Dispatch or the other designated resource should follow the established procedure when implementing a station callback.

1004.3.3 FIREFIGHTER RESPONSIBILITIES
Firefighters should reply to a station callback within 10 minutes with their status and estimated time of arrival. If applicable, they should report for duty with their personal protective equipment.

1004.3.4 EXCEPTIONS
Firefighters who receive a station callback notification and are under the influence of any impairment, such as medications or alcohol, should not report for duty.

1004.4 OTHER RESOURCES

If sufficient resources cannot be assembled by a station callback, the Department may consider other options such as:

- Automatic aid
- Mutual aid
- Additional chief officers
- Activation of the Minnesota State Fire Chiefs Association Intrastate Mutual Aid Plan

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Wellness Program

1005.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance on establishing and maintaining a proactive wellness program for department members.

The wellness program is intended to be a holistic approach to a member's well-being and encompasses aspects such as mental health and overall wellness.

Additional information on member wellness is provided in the:

- Critical Incident Stress Debriefing Policy.
- Chaplains Policy.
- Drug- and Alcohol-Free Workplace Policy.
- Physical Fitness Policy.

1005.1.1 DEFINITIONS

Definitions related to this policy include:

Peer support – Mental and emotional wellness support provided by peers trained to help members cope with critical incidents and certain personal or professional problems.

1005.2 POLICY

It is the policy of the Oakdale Fire Department to prioritize member wellness to foster fitness for duty and support a healthy quality of life for department members. The Department will maintain a wellness program that supports its members with proactive wellness resources, critical incident response, and follow-up support.

1005.3 WELLNESS COORDINATOR

The Health and Safety Officer (HSO) is the designated department wellness coordinator. The coordinator should report directly to the Fire Chief or the authorized designee and should collaborate with advisers (e.g., Human Rescources, legal counsel, licensed psychotherapist, qualified health professional) as appropriate to fulfill the responsibilities of the position, including but not limited to:

(a) Identifying wellness support providers (e.g., licensed psychotherapists, external peer support providers, physical therapists, dietitians, physical fitness trainers holding accredited certifications).

1. As appropriate, selected providers should be trained and experienced in providing mental wellness support and counseling to public safety personnel.
2. When practicable, the Department should not use the same licensed psychotherapist for both member wellness support and fitness-for-duty evaluations.

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(b) Developing management and operational procedures for department peer support members, such as:

1. Peer support member selection and retention.
2. Training and applicable certification requirements.
3. Deployment.
4. Managing potential conflicts between peer support members and those seeking service.
5. Monitoring and mitigating peer support member emotional fatigue (i.e., compassion fatigue) associated with providing peer support.
6. Using qualified peer support personnel from other public safety agencies or outside organizations for department peer support as appropriate.

(c) Verifying members have reasonable access to peer support or licensed psychotherapist support.

(d) Facilitating the delivery of wellness information, training, and support through various methods appropriate for the situation (e.g., phone hotlines, electronic applications).

(e) Verifying a confidential, appropriate, and timely Employee Assistance Program (EAP) is available for members. This also includes:

1. Obtaining a written description of the program services.
2. Providing for the methods to obtain program services.
3. Providing referrals to the EAP for appropriate diagnosis, treatment, and follow-up resources.
4. Obtaining written procedures and guidelines for referrals to, or mandatory participation in, the program.
5. Obtaining training for supervisors in their role and responsibilities, and identification of member behaviors that would indicate the existence of member concerns, problems, or issues that could impact member job performance.

(f) Making annual medical examinations available to members. Medical examination specifics should be established by a qualified health professional.

(g) Coordinating with qualified health care professionals to develop a fitness assessment questionnaire to be administered to members annually. The questionnaire should evaluate both immunization and disease screening as well as physical fitness and conditioning.

(h) Establishing an annual immunization and disease screening schedule for members. Specific vaccinations and diseases should be identified by a qualified health care professional.

(i) Maintaining familiarity with the guidelines published by the following and incorporating procedures and practices, as appropriate, into the department wellness program:

1. International Association of Fire Fighters

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2. International Association of Fire Chiefs
3. Fire Service Joint Labor Management Wellness-Fitness Initiative
4. NFPA 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Program
5. National Fallen Firefighters Foundation Initiative 13
6. NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments

1005.4 DEPARTMENT PEER SUPPORT

1005.4.1 PEER SUPPORT MEMBER SELECTION CRITERIA

The selection of a department peer support member will be at the discretion of the coordinator. Selection should be based on the member's:

- Desire to be a peer support member.
- Experience or tenure.
- Demonstrated ability as a positive role model.
- Ability to communicate and interact effectively.
- Evaluation by supervisors and any current peer support members.
- Ability to maintain confidentiality.
- Ability to learn about the psycho-social process.

1005.4.2 PEER SUPPORT MEMBER RESPONSIBILITIES

The responsibilities of department peer support members include:

(a) Providing pre- and post-critical incident support (see the Critical Incident Stress Debriefing Policy).

(b) Presenting department members with periodic training on wellness topics including but not limited to:

1. Stress management.
2. Suicide prevention.
3. How to access support resources.

(c) Providing referrals to licensed psychotherapists and other resources, where appropriate.

1. Referrals should be made to department-designated resources in situations that are beyond the scope of the peer support member's training.

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1005.4.3 PEER SUPPORT MEMBER TRAINING
A department peer support member should complete department-approved training prior to being assigned. Training should include initial training and continuing education in Critical Incident Stress Debriefing (CISD) principles and procedures.

1005.5 PEER SUPPORT COMMUNICATIONS

Although the Department will honor the sensitivity and confidentiality of communications with and between peer support members, there is no legal privilege to such communications, except as provided by Minn. Stat. § 181.9731 regarding public safety peer counseling and Minn. Stat. § 181.9732 regarding critical incident stress management services.

For additional policy guidance regarding the confidentiality of communications with peer support members during a CISD, see the Critical Incident Stress Debriefing Policy.

1005.6 WELLNESS PROGRAM AUDIT

At least annually, the coordinator or the authorized designee should audit the effectiveness of the department's wellness program and prepare a report summarizing the findings. The report shall not contain the names of members participating in the wellness program and should include the following information:

- Data on the types of support services provided
- Wait times for support services
- Participant feedback, if available
- Program improvement recommendations
- Policy revision recommendations

The coordinator should present the completed audit to the Fire Chief for review and consideration of updates to improve program effectiveness.

1005.7 TRAINING

The coordinator or the authorized designee should collaborate with the Assistant Chief to provide all members with regular education and training on topics related to member wellness, including but not limited to:

- The availability and range of department wellness support systems.
- Suicide prevention.
- Recognizing and managing mental distress, emotional fatigue, post-traumatic stress, and other possible reactions to trauma.
- Alcohol and substance use disorder awareness.
- Countering sleep deprivation and physical fatigue.
- Anger management.

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- Marriage and family wellness.
- Benefits of exercise and proper nutrition.
- Effective time and personal financial management skills.

Training materials, curriculum, and attendance records should be forwarded to the Assistant Chief as appropriate for inclusion in training records.

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Physical Fitness

1006.1 PURPOSE AND SCOPE

The purpose of this policy is to provide firefighters with on-duty physical fitness guidelines. The Department provides on-duty time for firefighter physical fitness to assist personnel in achieving and maintaining optimal health and physical fitness.

1006.2 POLICY

It is the policy of the Oakdale Fire Department to establish guidelines for physical fitness activities that are designed to prevent injuries while maintaining fitness. The ultimate goals of this policy are to:

- Meet the physical demands required on emergency responses.
- Reduce the risk of member injury or illness.
- Enhance the overall health, fitness, and safety of members.

Physical fitness activities should not interfere with primary job duties (e.g., emergency responses, public education, training activities, other legal responsibilities), nor should physical fitness activities delay an emergency response in any way.

The Department retains the right to prohibit any physical fitness activity that, in its sole discretion, presents greater risks than benefits.

1006.3 PROCEDURE

The time, location, and duration of company physical fitness activities are at the discretion of the Captain. In all cases, the location for physical fitness must be within the company's first-in response area or approved arrangements for coverage, be consistent with this policy, and not result in a response delay.

All Operations members should be allowed to participate in physical fitness activities during the course of their shift. Members who choose not to participate in physical fitness activities shall conduct duties as assigned by the Captain during the designated physical fitness period. Members who have provided the Department with written physical restrictions from a qualified health care provider shall not participate in any physical activity that conflicts with the restriction.

At the discretion of the Department, one or more of the following may apply:

(a) Station physical fitness equipment

1. Physical fitness equipment is available for the use of members at fire stations with adequate space. Members assigned to these stations should utilize the fitness equipment for their on-duty physical fitness activities.

(b) Fitness club membership

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1. Members assigned to fire stations that are not equipped with physical fitness equipment may be provided, at the department's discretion, with fitness club memberships for on-duty physical fitness activities.

1006.4 PHYSICAL FITNESS GUIDELINES

Physical fitness and conditioning activities should be designed to maintain or improve flexibility, muscular strength, endurance, and anaerobic and aerobic capacity. They should also correspond to the physical movement patterns required in the performance of firefighter duties.

The Health and Safety Officer (HSO) is the designated fitness coordinator and is responsible for establishing guidelines for any on-duty physical fitness program, including:

(a) Voluntary participation by members.

(b) Allowable physical fitness activities, including:

1. Stretching.
2. Running, jogging, walking, or rowing.
3. Weight training (with spotter present).
4. Stationary aerobic training (e.g., stair-climber, treadmill, stationary bicycle).
5. Core strengthening.
6. Firefighter-specific activities (e.g., hose drag, simulated ventilation, dummy drag).

(c) Physical fitness activities as recommended by the Department peer fitness trainers (PFTs).

(d) Acceptable use of department-approved physical fitness facilities and equipment.

(e) Individual education (e.g., nutrition, sleep habits, proper exercise, injury prevention) and goal-setting.

(f) Standards for fitness incentive programs. The fitness coordinator should collaborate with the appropriate entities (e.g., human resources, legal counsel) to verify that any standards are nondiscriminatory.

(g) Maintenance of physical wellness logs (e.g., attendance, goals, standards, progress).

(h) Ongoing support and evaluation.

The physical fitness program should be developed in coordination with a certified fitness and conditioning trainer and the department HSO and be consistent with the department's overall wellness program.

Member participation in contact sports is not recommended while on-duty.

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1006.5 INJURY PREVENTION

(a) When participating in approved on-duty physical fitness activities, reasonable precautions should be taken to avoid injury. Common reasons for injuries sustained during physical activity include but are not limited to:

1. Insufficient warm-up.
2. Poor core stabilization.
3. Exceeding physical capabilities.
4. Improper equipment use.
5. Defective equipment.
6. Lack of proper instruction.

(b) Members who are participating in physical fitness activities are expected to:

1. Allow sufficient time to warm up muscles prior to engaging in exercise for optimum performance and to reduce the risk of injury.
2. Develop sufficient trunk muscle strength to keep the spine and body stable in order to remain strong and balanced.
3. Maintain realistic goals and limits for physical fitness routines.
4. Develop an understanding of how to use fitness equipment properly and safely.
5. Check equipment prior to use to ensure safe operation, report defective or broken equipment to the safety officer as soon as practicable, and disable equipment to prevent others from using it, if necessary.
6. Develop and maintain sufficient fitness training knowledge, accounting for fitness level, age, and previous injuries or limitations, to avoid fitness-related injuries.

1006.6 PEER FITNESS TRAINERS (PFTS)

Volunteers should be solicited to serve as PFTs. Selected PFTs shall receive specialized fitness and conditioning training and education. PFTs will assist in the promotion of the physical fitness program and be capable of assisting firefighters on a one-to-one basis to increase fitness levels.

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Uniform Regulations

1007.1 PURPOSE AND SCOPE

The purpose of this policy is to establish uniform regulations for members in order to enhance the Department's overall professional and positive image.

1007.2 POLICY

It is the policy of the Oakdale Fire Department that members shall wear the proper uniform at all times when on-duty or engaged in department-related activities off-duty. Members shall maintain an adequate supply of uniforms to meet the needs of their assignment and maintain the uniforms in an acceptable condition. This policy does not supersede department regulations regarding the use of any personal protective equipment (PPE).

1007.3 STANDARD WORK UNIFORM

The standard work uniform shall be worn as directed. Members are not required to wear the standard work uniform underneath personal protective equipment (PPE) in order to complete the PPE ensemble.

Officers shall wear appropriate rank insignia on the standard work uniform.

1007.3.1 DUTY UNIFORM

Duty Uniforms include the following: To be worn while working on shift, at any department function where other class of uniforms are not required and to be worn during certain community events, as duty uniform, or as directed by the Fire Chief or Assistant Chief.

Uniform Items:

- Black duty boots or shoes (shined if capable)
- Black crew style sock with less than a 6" boot. Any sock may be worn with a 6" or higher boot.
- Straight leg or cargo pants without reflective material
- Navy blue tactical EMS shorts
- Navy blue 100% polyester polo (Firefighters/Captains), white or navy blue (Chief/Asst. Chief/Fire Marshal)
- Navy short sleeve button up with appropriate patches (Firefighters/Captains), white or navy blue (Chief/Asst. Chief/Fire Marshal)
- Navy long sleeve button up with appropriate patches (Firefighters/Captains), white or navy blue (Chief/Asst. Chief/Fire Marshal)
- Silver double bugles (Captains), Silver bugle cluster (Fire Marshall), Gold bugle cluster (Chief/Asst. Chief)

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- Silver name plate (Firefighters/Captains/Fire Marshal), gold name plate (Chief/Asst. Chief)
- Silver badge (Firefighters), gold/silver badge (Captains), silver/gold (Fire Marshal), gold badge (Chief/Asst. Chief)
- Smooth black belt, black basket weave, or nylon belt with silver, gold, or black belt buckle (Firefighters/Captains/Fire Marshal/Asst. Chief/Chief)
- Navy blue ¼ zip pullover
- Navy blue Job Shirt
- Vests - Navy blue soft shell
- Navy blue soft shell or all-season jacket
- Or any additional uniform items approved by the Fire Chief

1007.3.2 T-SHIRTS

Official department on-duty t-shirts may be worn:

- Under the standard work uniform shirt.
- Uncovered and tucked into the trousers, at the Captain's discretion or while engaged in company level manipulative training.
- As the standard shirt to be worn with uniform shorts.

1007.3.3 UNIFORM JACKETS

Uniform jackets may be worn as described in this subsection:

- At any time over the standard work uniform shirt
- Uniform jackets are not fire resistive and shall not be worn underneath PPE
- Officers shall wear appropriate rank insignia on any uniform jacket
- Should only be worn when weather is appropriate or at the Chief/Asst. Chief's request.

1007.3.4 BASEBALL CAPS & WINTER HATS

Official department on-duty baseball caps and stocking hats may be worn, at the discretion of the Captain, except:

- When a helmet is required.
- When in Class A or Class B uniform
- At formal or semi-formal events or occasions.

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1007.3.5 DUTY SHORTS

Official department on-duty shorts may be worn, at the discretion of the Company Officer, or events chosen by the Fire Chief or Assistant Chief.Dark Navy ems/tactical shorts may be worn on shift during summer months, or at the discretion of Company Officer, or events chosen by the Fire Chief or Assistant Chief.

- When wearing uniform shorts black socks and an all black shoe or low ankle uniform boot must be worn.

1007.3.6 HOODED AND CREW NECK SWEATSHIRTS

Department issued sweatshirts may be worn during winter months or periods of cool/cold weather, at the discretion of the company officer, or events chosen by the Fire Chief or Assistant Chief.

1007.4 DRESS UNIFORMS

Dress uniforms shall be worn as directed by the Fire Chief and when attending the following types of events:

- Funerals and memorials
- Formal department functions, such as graduations and badge ceremonies
- Formal City functions
- Events as dictated by the Fire Chief or Asst. Chief

1007.4.1 CLASS A UNIFORM

Uniform Items:

- Bates High Shine Duty Oxford Shoe
- Black crew style sock
- 100% Polyester, straight leg pants
- Smooth black belt with silver belt buckle (Firefighters/Captains), gold belt buckle (Chief/Asst. Chief/Fire Marshal)
- Navy Blue OFD t-shirt (Firefighters/Captains), White T-shirt (Chief/Asst. Chief/Fire Marshal)
- Navy (Firefighters/Captains) or White (Chief/Asst. Chief/Fire Marshal) long sleeve button up
- Silver double bugles (Captains) gold bugle cluster (Chief/Asst. Chief/Fire Marshal)
- Navy clip on tie
- Tie clip silver (Firefighters/Captain) gold (Chief/Asst. Chief/Fire Marshal)
- Silver name plate (Firefighters/Captains), gold name plate (Chief/Asst. Chief/Fire Marshal)

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- Silver badge (Firefighters), gold/silver badge (Captains), silver/gold (Fire Marshal), gold badge (Chief/Asst. Chief)
- Uniform double breasted dress coat silver buttons (Firefighters/Captains) gold buttons (Chief/Asst. Chief/Fire Marshal)
    - Sleeves shall have stripes to represent ranks, two silver stripes for captain, three gold stripes for fire marshal, four gold stripes for asst. chief, and five gold stripes for chief.
    - On the left sleeve members shall have a maltese cross in silver (Firefighters/ Captains) or gold (Chief/Asst. Chief/Fire Marshal) to represent their years of service in the fire service, not limited to the Oakdale Fire Department
- Dress hat navy with silver scramble (Firefighters) silver double bugles (Captains) white with gold bugle cluster (Chief/Asst. Chief/Fire Marshal)
- White gloves to be worn when dictated by the Fire Chief or Asst. Chief
- Commendation bars to follow Oakdale Fire Policy Manual: 1009.7 AWARD DISPLAY

1007.4.2 CLASS B UNIFORM

When a Class A uniform is not available or when dictated by the Fire Chief or Assistant Chief a Class B uniform shall be worn.

Uniform Items:

- Bates High Shine Duty Oxford Shoe
- Black crew style sock
- 100% Polyester, straight leg pants
- Smooth black belt with silver belt buckle (Firefighters/Captains/Fire Marshal), gold belt buckle (Chief/Asst. Chief)
- Navy Blue OFD t-shirt (Firefighters/Captains), White T-shirt (Chief/Asst. Chief/Fire Marshal)
- Navy (Firefighters/Captains) or White (Chief/Asst. Chief/Fire Marshal) long sleeve button up
- Silver double bugles (Captains), Silver bugle cluster (Fire Marshall), Gold bugle cluster (Chief/Asst. Chief)
- Navy clip on tie
- Tie clip silver (Firefighters/Captain/Fire Marshal) gold (Chief/Asst. Chief)
- Silver name plate (Firefighters/Captains/Fire Marshal), gold name plate (Chief/Asst. Chief) The bottom of the name plate is touching the top stitching of the pocket on the right chest.
- Silver badge (Firefighters), gold/silver badge (Captains), silver/gold (Fire Marshal), gold badge (Chief/Asst. Chief)
- Commendation bars to follow Oakdale Fire Policy Manual: 1009.7 AWARD DISPLAY

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1007.5 PHYSICAL FITNESS UNIFORMS

The physical fitness uniform shall primarily be worn when engaged in physical fitness. It may also be worn in quarters but only as directed by the shift captain on weekdays or any time on holidays and weekends.

The fitness uniform shall be covered with an appropriate work uniform or combination of PPE and work uniform while in transit to and from a physical fitness location.

1007.6 STATION SHOES

Black closed toe anti-slip shoe may be worn around the department to ensure the cleanliness of the department. The Fire Chief or Assistant Chief may dictate times when station shoes shall not be appropriate. (e.g. public events at the department)

1007.7 UNIFORM MAINTENANCE

- Inspection of uniforms may be done at any fire department function.
- If any uniform item is deemed in need of replacement, it must be replaced/ordered within 30 days.
- Inspections of uniforms may be conducted by any chief officer.
- Uniforms shall be clean, neat and in good condition and should fit well.
- Boots and belts shall be clean and polished with black polish when able.
- Metal badges shall be clean and free from excessive scratches.
- Uniforms that are damaged during the line of work that are beyond a reasonable repair will be replaced by the department.

1007.8 RETURNING OF UNIFORMS

When leaving the Oakdale Fire Department for any reason the uniform shall be returned in its entirety, to the Chief or Asst. Chief.

When department members retire in good standing they will be given the option to keep their Class A uniform for future department formal events such as banquet or department member funeral.

- Retired members shall display a hanging bar under their name plate displaying "RETIRED" that will be provided upon retirement.

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Personal Appearance Standards

1008.1 PURPOSE AND SCOPE

In order to project uniformity and neutrality, members shall maintain their personal hygiene and appearance to ensure a professional image appropriate for this department and for their assignment.

The procedures contained herein are intended to promote uniformity of the members of the Department by addressing specific grooming items. However, nothing herein shall limit the department's ability to address any other grooming or personal appearance issues that may be deemed improper for members of the Department.

1008.2 GROOMING STANDARDS

The following appearance standards shall apply to all members except those whose current assignment would deem them not appropriate or where the Fire Chief or the authorized designee has granted an exception.

1008.2.1 PERSONAL HYGIENE

All members must maintain proper personal hygiene. Examples of improper personal hygiene include but are not limited to dirty fingernails, bad breath, body odor, and dirty or unkempt hair. Any member who has a condition due to a protected category (e.g., race, physical disability) which affects any aspect of personal hygiene covered by this policy may qualify for an accommodation and should report any need for an accommodation to a supervisor or Human Rescources.

1008.2.2 HAIR

The hairstyle of all members shall be neat in appearance. Hair must be no longer than the horizontal level of the bottom of the uniform patch when the member is standing erect. Hairstyles that extend below the top edge of the uniform collar should be secured in a tightly wrapped braid or ponytail.

1008.2.3 MUSTACHES

A neatly trimmed mustache may be worn. Mustaches shall not extend below the corners of the mouth or beyond the natural hairline of the upper lip.

1008.2.4 SIDEBURNS

Sideburns shall not extend below the bottom of the ear and shall be trimmed and neat.

1008.2.5 BEARDS AND GOATEES

Beards or any hair on the chin or near the bottom lip is prohibited. Goatees may worn given they do not interfere with the fire fighters ability to create a SCBA or N95 mask seal.

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1008.2.6 FACIAL HAIR
Facial hair other than sideburns, goatees, mustaches, and eyebrows shall not be worn, unless authorized by the Fire Chief or the authorized designee. Facial hair must not interfere with the fire fighters ability to create a SCBA or N95 mask seal.

1008.2.7 COSMETICS
Members are permitted to wear cosmetics of conservative color and amount.

1008.2.8 FINGERNAILS
Fingernails extending beyond the tip of the finger can pose a safety hazard to members working in the field. For this reason, fingernails shall be trimmed so that no point of the nail extends beyond the tip of the finger.

1008.2.9 JEWELRY AND ACCESSORIES
No jewelry or personal ornaments shall be worn by members on-duty on any part of the uniform or equipment, except those authorized within this manual. Members should be mindful of wearing jewelry that can become snagged or caught during performance of fire suppression duties.

- Necklaces or jewelry worn around the neck shall not be visible above the shirt collar.
- It is recommended that members refrain from wearing rings while assigned to suppression.

1008.3 TATTOOS
While on duty, tattoos will be allowed to be visible on the arms or legs given that the tattoos displayed are not offensive, inappropriate, or derogatory. Tattoos on the arms will not extend past the wrists. Tattoos will be prohibited if on the face, neck, or hands. The Fire Chief will have sole discretion to determine if a tattoo is offensive inappropriate, or derogatory. Should it be determined that the tattoos visible are, they shall be covered while on duty or working in any official capacity. Inappropriate marks may include but are not limited to marks that exhibit or advocate discrimination; marks that promote or express gang, supremacist, or extremist group affiliation; and marks that depict or promote drug use, sexually explicit acts, or other obscene material.

1008.4 BODY PIERCING OR ALTERATION
Except for pierced earrings worn in each ear, no body piercing shall be visible while any member is on-duty or representing the Department in any official capacity.

Alteration to any area of the body visible in any authorized uniform or attire that is a deviation from normal anatomical features and which is not medically required is prohibited. Such body alteration includes but is not limited to:

(a) Tongue splitting or piercing.

(b) The complete or trans-dermal implantation of any material other than hair replacement.

(c) Abnormal shaping of the ears, eyes, nose, or teeth.

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(d) Branding,scarification, or mutilations.

1008.5 POLICY

It is the policy of the Oakdale Fire Department that all members meet required personal hygiene and grooming standards while on-duty or conducting official business.

1008.6 RELIGIOUS ACCOMMODATION

The religious beliefs and needs of department members should be reasonably accommodated. Requests for religious accommodation should generally be granted unless there is a compelling security or safety reason and denying the request is the least restrictive means available to ensure security or safety. The Fire Chief should be advised any time a request for religious accommodation is denied.

Those who request to wear headscarves, simple head coverings, certain hairstyles, or facial hair for religious reasons should generally be accommodated absent unusual circumstances.

1008.7 EXEMPTIONS

Members who seek an exemption to this policy that is protected by law (e.g., culturally protective hairstyles) should generally be accommodated (Minn. Stat. § 363A.03). A member with an exemption may be ineligible for an assignment if the individual accommodation presents a security or safety risk. The Fire Chief should be advised any time a request for such an accommodation is denied or when a member with an exemption is denied an assignment based on a safety or security risk.

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Commendations and Awards

1009.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for recognizing commendable, brave, or lifesaving acts done by members of the Oakdale Fire Department. This policy is to provide guidelines on reporting and collecting reports of exceptional public service and for the evaluation and process for department awards.

1009.2 POLICY

It is the policy of the Oakdale Fire Department to recognize and acknowledge exceptional individual or group achievements, performance, proficiency, heroism and service of its members and individuals from the community through commendations and awards.

1009.3 COMMENDATIONS

Commendations for members of the Department or the individuals from the community may be initiated by any department member or by any person from the community.

1009.4 PROCEDURE FOR DOCUMENTATION

Any community or department members may report acts of exceptional public service through any department supervisor.

1009.4.1 DEPARTMENT MEMBER SUBMITTING DOCUMENTATION

Members of the Department should document commendable acts. The documentation should contain:

(a) Identifying information:
    (a) For members of the Department - name, division and assignment at the date and time of the commendable act.
(b) A brief account of the commendable act with report numbers, as appropriate.
(c) The signature of the member submitting the documentation.

1009.4.2 COMMUNITY MEMBER SUBMITTING DOCUMENTATION

Documentation of a meritorious or commendable act submitted by a person from the community should be accepted in any form. However, written documentation is preferred. Department members accepting the documentation should attempt to obtain detailed information regarding the matter, including:

(a) Identifying information:
    (a) For community members - name, address, telephone number.
(b) A brief account of the commendable act with date and report numbers, as appropriate.
(c) The signature of the member submitting the documentation.

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1009.4.3 PROCESSING DOCUMENTATION
Documentation regarding the commendable act of a member of the Department should be forwarded to the members appropriate Captain for his/her review. The Captain shall review and forward the documentation to the Fire Chief for their review.

The Fire Chief or the authorized designee will present the commendation to the department member for his/her signature. The documentation will be filed in the member's personnel file.

1009.5 SELECTION AND REVIEW PROCESS

The Fire Chief should appoint a review committee to review all reports of exemplary performance or award nomination. Each report and nomination should be reviewed for merit and further investigated, if necessary, for additional factual details. In determining factual details, resources that may be used include, but are not limited to, copies of audio or video recordings, copies of incidents, or interviews with additional members or witnesses.

(a) The Advisory Awards Committee will be chaired by a member appointed by the Fire Chief and will include a minimum of three additional members of the Department. The committee will review all award recommendations and may suggest the appropriate classification for the award. The person submitting the recommendation may also present an opinion as to the appropriate award classification. The recommendation will be submitted to the Division Captain for review and subsequent submission to the Chief of Police.

(b) A formal response approving or denying the commendation recommendation will be prepared by the Chief of Police or their designee following the review of the recommendation. This response shall be forwarded to the person submitting the recommendation, provided that person is a member of the Department.

(c) The Advisory Awards Committee will meet as necessary to review the submission of the commendations. The presentation will be made by the Chief of Police at their discretion, preferably in front of the officer(s) peers. Formal recognition events highlighting commendations will occur when appropriate.

(d) If a committee member has been recommended for an award, that committee member shall not participate in the review of that recommendation.

1009.6 AWARDS

The types of awards offered by the Oakdale Fire Department include:

(a) Medal of Honor

  (a) This is the highest award a member of the department can be presented. This award is to be reserved for when a member in the performance of duty while on a call, under extreme hazardous conditions, in which the member is confronted with imminent personal risk, does or does not have full knowledge of that risk, performs an act of conspicuous heroism which furthers the highest traditions of the fire service. [Medal, ribbon & Letter]

(b) Lifesaving Medal

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(a) To receive the Lifesaving Medal, the firefighter must be a member of the department who is principally involved in saving the life of another person and whose personal actions were directly responsible for the lifesaving act. [Medal, ribbon & Letter]

(c) Medal of Bravery

(a) The Medal of Bravery is awarded to a member of the department for a wound received in the line of duty while observing all reasonable safety procedures, that required transportation to a medical facility and subsequent treatment for severe puncture wounds, lacerations, fractures, concussions, burns or other substantial injury. [Medal, ribbon & Letter]

(d) Distinguishes Service Award

(a) To receive the Distinguished Service Medal, the firefighter must be a member of the department who performs a notable act of distinction in the performance of duty and reflects the integrity and devotion shown by the recipient, or a credible act in the line of duty which is commendable in nature, and displays admirable initiative and accomplishment, or a highly unusual act of distinction under adverse conditions in the performance of duty. [Medal, ribbon & Letter]

(e) Chiefs Award

(a) The Chiefs Award Medal is awarded to a member of the department for a highly credible accomplishment bringing public acclaim to the department or fire service as a result of devotion to duty or service to the public. [Medal, ribbon & Letter]

(f) Clinical Excellence Commendation

(a) Recognizes an EMS Professional who provides noteworthy patient care and treatment during the course of their duties. [Ribbon & Letter]

(g) Baby Delivery Commendation

(a) The Baby Delivery Commendation recognizes members that have assisted in bringing a new life into the world while working in the field. [Ribbon & Letter]

(h) Letter of Appreciation from the Fire Chief. [Letter]

(i) Letter of Appreciation from a citizen or coworker. [Letter]

1009.7 AWARD DISPLAY

Awards presented in medallion form will also be presented with a corresponding ribbons for display on the member's uniform. Following formal presentation, medallions may not be worn as part of the uniform.

Award Ribbons are recommended when wearing a Class A or B Uniform for a formal event. Ribbons and service bars shall not be worn on any attire other than the department Class A or B Uniform. Axillary pins can be displayed on either Class A or Class B uniforms as authorized by the Chief of Police.

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Uniform Award Display:

(a) The American Flag pin will be worn, centered, at the top of the display.

(b) Commendation ribbons will be displayed and centered over the member's name tag above the right shirt pocket.

(c) The commendations will be worn with the highest award worn closest to the badge side and on the top-most row, if two or more rows are displayed. At no time will more than three awards be displayed in a single row.

(d) Order of precedence for awards approved for uniform wear:

1. Medal of Honor
2. Lifesaving Medal
3. Medal for Bravery
4. Distinguished Service
5. Chiefs Award
6. Years of Service
7. Clinical Excellence Commendation
8. Baby Delivery Commendation
9. Specials Teams Accommodation
10. Outside department award or accommodation as approved by the chief.

(e) Ribbons and/or service bars will be displayed on an appropriately sized bar holder.

(f) Years of service bar pins will represent 5 years of service increments.

(g) A filler ribbon will be given with a members first ribbon to ensure proper display of ribbons.

(h) Any other Chief of Police approved Auxiliary pins will be worn on the right side of the right breast lappet.

(i) Ribbons and/or service bars presented by outside departments that represent an equivalent department award will be presented as such.

1009.8 RETIREMENT

It is the policy of the Oakdale Fire Department to recognize department members that have dedicated themselves to the City of Oakdale and its residents and are retiring in good standing. Upon retirement in a public setting (ei. City Counsel Meeting) or at a department meeting, the retiring member will be presented with their firefighting helmet, badge, "RETIRED" hanging bar, and as well as a plaque recognizing their years of service.

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Line-of-Duty Death

1010.1 PURPOSE AND SCOPE

The purpose of this policy is to provide the necessary guidelines and protocol for a line-of-duty death.

The death of any department member while on-duty, while traveling in connection with such duty, or while engaged in firefighting or Emergency Medical Services (EMS) activities off-duty is considered a line-of-duty death. The death of any department member while undergoing medical treatment for any injury or disease potentially resulting from a job duty may be medically determined to be a line-of-duty death and for purposes of this policy may be handled as a line-of-duty death.

This policy defines and describes the guidelines and responsibilities to be followed in the event of a line-of-duty death and can be escalated in the event of multiple deaths or when a number of department members are seriously injured.

1010.2 POLICY

It is the policy of the Oakdale Fire Department to assist and support the family members and coworkers of fallen members to the extent reasonably practicable, while also investigating the cause of death, making appropriate notifications, and fielding press inquiries.

1010.3 RESPONSIBILITIES

1010.3.1 FIRE CHIEF

In the event of being notified of a line-of-duty death, the Fire Chief or the authorized designee should:

(a) Conduct briefings in order to communicate activities to the assigned officers.

(b) Make an announcement to the Department at the appropriate time. Immediately after the announcement, all flags at fire stations and other department facilities should be lowered to half-staff and all badges should be shrouded. Flags should remain at half-staff and badges shrouded for a specified time, but in no event shall they be shrouded for longer than 14 days.

(c) Request that the Administration assemble personal data, such as date of birth, file photograph, marital status, dependents, and names of next of kin, to facilitate the application for state and federal line-of-duty death benefits.

(d) Assign a chief officer to act as the auditing officer to secure the personal effects of the deceased and deliver them to the Administration Division.

(e) Assign a Family Support Liaison to facilitate communication between the deceased member's family and the Department.

(f) Document all actions, contacts, requests, and other pertinent data. This information should be provided to the Fire Chief at regular intervals.

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(g) Provide briefing to labor representatives regarding the incident and the deceased member only as is necessary to initiate labor organization benefits and honors.

(h) Preserve any equipment, turnouts, and breathing apparatus used by the deceased firefighter for the investigation.

The Fire Chief should determine if it is necessary to request outside resources to assist in the staffing or investigation of the incident, as needed.

1010.3.2 CAPTAIN

In the event of a line-of-duty death, the Captain or the authorized designee shall:

(a) Secure the scene of the incident with the assistance of the Incident Commander, fire prevention personnel, and local law enforcement.

(b) Immediately notify the Division Chief and the Fire Chief.

(c) Preserve any equipment, turnouts, and breathing apparatus used by the deceased firefighter for the investigation.

(d) Preserve all tactical worksheets, video, and/or audiotapes for the investigation.

(e) Gather all available information concerning the incident and circumstances leading to the death.

(f) Consider the need for members at the incident to have access to Critical Incident Stress Debriefing (CISD) services.

1010.3.3 PUBLIC INFORMATION OFFICER

In the event of a line-of-duty death, the Public Information Officer shall:

(a) Collect facts of the incident from the Captain or the authorized designee and keep in contact to maintain available current information and direction on what information should be released.

(b) Withhold any release of personal information relating to the member's death pending notification of next of kin and until approval is given by the Fire Chief or the authorized designee.

(c) Instruct the involved incident crews that they shall not release any statements to the media or anyone else and should direct any inquiries to the Public Information Officer.

(d) Prepare a written press release.

(e) Ensure that the release of any member medical information complies with the Health Insurance Portability and Accountability Act (HIPAA) and the Patient Medical Record Security and Privacy Policy in this manual.

1010.3.4 ADMINISTRATION DIVISION

The Administration Division will have the following responsibilities:

(a) Receive, inventory, and secure the deceased member's personal belongings and hold them until such time as the investigation team approves their release.

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(b) Establish the deceased member's survivor benefits (e.g., workers' compensation, life insurance, unused medical leave, retirement benefits, other salary pay, vacation pay).

(c) Review the Public Safety Officers' Benefit Program to determine benefits and the process for securing benefits for surviving next of kin.

(d) Assist and coordinate with the next of kin in the process of securing all the benefits to which the survivor is entitled.

1010.3.5 AUDITING OFFICER

The auditing officer is responsible for ensuring the security and proper disposition of a member's personal effects in the event of a line-of-duty death. Personal effects include all property owned by the deceased member that is kept on department property, as well as personal items carried by the member once those items have been released by investigators, in accordance with the Line-of-Duty Death and Serious Injury Investigations Policy.

In the event of a member's line-of-duty death, the following steps shall be followed in gathering and disposing of personal effects:

(a) All personal effects at the station shall be taken to the Administration Division to be kept in a secure location.

(b) The deceased member's vehicle will be secured at the work site and the keys forwarded to the Administration Division and secured.

(c) A designee from the Administration Division should conduct an inventory of all personal items received and make a written report.

(d) The next of kin will be given priority consideration to receive the member's property. Care should be exercised in selecting a tactful time for the delivery of personal effects to the next of kin. Documentation is required indicating the date, time, and location of the disposition of the property. The name and the relationship of the individual accepting the property will also be noted. The documentation will be forwarded to the Administration Division for placement in the deceased member's personnel file.

1010.4 FAMILY SUPPORT LIAISON

The appointed Family Support Liaison should conduct all duties in accordance with the Family Support Liaison Policy.

1010.5 FUNERAL ARRANGEMENTS

Funeral arrangements should be made in accordance with the Funerals Policy.

1010.6 LINE-OF-DUTY DEATH INVESTIGATIONS

For line-of-duty death investigation procedures, see the Line-of-Duty Death and Serious Injury Investigations Policy.

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Line-of-Duty Death and Serious Injury Notification

1011.1 PURPOSE AND SCOPE

The purpose of this policy is to describe the communication activities that should occur in the event a member is seriously injured or killed in the line of duty. The policy establishes a priority for notifications, outlines steps for conducting each set of notifications, and identifies roles and responsibilities.

1011.2 POLICY

It is the policy of the Oakdale Fire Department to ensure, to the extent reasonably practicable, that immediate and compassionate notification is made to the family of members who are seriously injured, hospitalized, or killed in the line of duty. The Department shall make it a priority to offer assistance and support to the member's family.

1011.3 PROCEDURE

(a) For the purposes of this policy, a serious injury or hospitalization is defined as a medical condition that is life-threatening or has the potential to disable the member for a substantial period of time.

(b) The Incident Commander (IC) or Captain at the scene of the serious injury or death will immediately notify the Division Chief and provide the necessary information.

(c) The Division Chief will be the point of contact for making assignments and will coordinate actions with the Fire Chief and others.

(d) All inquiries related to the incident should be referred to the IC, the Public Information Officer, or the Captain, as appropriate.

(e) In the event of the death of a member, the Captain must immediately initiate the procedures in the Line-of-Duty Death and Serious Injury Investigations Policy.

1011.4 DEATH NOTIFICATIONS

The Division Chief, in coordination with the Fire Chief or the authorized designee, will assign a two or threeperson notification team consisting of either a Captain, a Union officer and department chaplain or two Captains to locate and inform the member's family. If more than one member has been seriously injured or killed in an incident, separate teams will be assigned to each affected family. The team should:

(a) Contact the Administration Division to obtain information regarding the member's next of kin.

(b) Call back operations staff, if necessary.

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1011.4.1 NOTIFICATION TEAM RESPONSE

The notification team shall make the necessary family notification as quickly as practicable, with the goal of making the notification within two hours of the Captain learning of the serious injury or death. The notification team should:

(a) Gather and validate as much information about the incident as possible.

(b) Wear the dress uniform, if possible.

(c) Plan the appropriate timing and schedule when it is necessary to make the notification to more than one person or family group (e.g., spouse and parent).

(d) Meet prior to making the notification to establish roles of the team members and allow the exchange of known facts.

(e) Determine if the Captain, Division Chief, or Fire Chief is aware of a special relationship between the deceased member's family and another member. If so, it may be appropriate to have that member accompany the notification team. Prior to arrival, the team should clarify the member's role in the notification process.

1011.4.2 NOTIFYING THE FAMILY

The team members should adhere to the following notification guidelines:

(a) The team should not park directly in front of the family's home or workplace. The person who will make the notification should make introductions at the door and ask to be invited in.

(b) In most cases, if a chaplain is part of the notification team, the chaplain should make the notification.

(c) Notification should be made briefly and directly.

(d) Information regarding precipitating factors or information that is not verified should not be provided until an investigation has been completed.

(e) Team members should communicate the support and sympathy of the Fire Chief and all members of the Department.

(f) Team members should ask family members whether they would like the team to notify other parties, such as clergy or grief counselors.

1011.4.3 NOTIFICATION OF FAMILY OUT OF THE AREA

If the immediate next of kin of the deceased employee lives more than two hours away, the Captain may make arrangements to have someone in the family's area make the notification. The following should be considered:

(a) Whether the notification should be made by the local clergy or another person in the area who has a relationship with the family, or with the assistance of the local fire department/law enforcement.

(b) Whether the fire department in the family's city of residence may be the most appropriate entity to make the notification or whether that department can assist in obtaining information about the family.

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(c) Whoever is selected to make the notification should be provided with the information contained in this policy.

(d) The notification plan must include a coordinated telephone call with the family and the Division Chief.

1011.4.4 INTERNAL DEPARTMENT NOTIFICATIONS
The following internal notifications should be made in advance of any media release:

(a) All on-duty Captains should be notified.

(b) Local Union President and or Vice President should be notified.

(c) All members should be notified as soon as possible after the family notification is made.

1011.4.5 GOVERNING BODY AND LABOR NOTIFICATIONS
The Captain will ensure that additional notifications are made as required, after the next-of-kin notification. Notifications that are required as soon as practicable after a confirmed line-of-duty death or serious injury include the following:

(a) Elected officials or board of directors

(b) City Administrator

(c) State labor union representatives

(d) Department Health and Safety Officer, who will make the necessary notifications in coordination with the Captain

(e) Other notifications as determined by the Fire Chief

1011.4.6 EXTERNAL NOTIFICATIONS
The following external notifications will be made:

(a) Notification to the Minnesota State Fire Marshal

(b) Notification to the Minnesota Occupational Safety and Health Administration (MNOSHA)

(c) Notification to the United States Fire Administration

(d) Notification to the National Fallen Firefighters Foundation (NFFF)

(e) Notification to the U.S. Department of Justice Public Safety Officers' Benefit (PSOB) Program

(f) Notification to the National Institute for Occupational Safety and Health (NIOSH)

(g) Notification to other agencies as mandated by federal and state law and local ordinance

1011.5 FAMILY SUPPORT

The Captain should appoint a Family Support Liaison, who should refer to the Family Support Liaison Policy for duties and responsibilities.

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In the event of a line-of-duty death, the Fire Chief or the authorized designee should appoint a funeral detail officer to administer the Funerals Policy.

1011.6 NEWS MEDIA AND COMMUNITY RELATIONS

It is the policy of the Oakdale Fire Department to follow the News Media and Community Relations Policy when communicating with the media. In the case of a line-of-duty death, additional considerations include but are not limited to:

(a) The employee's family must have received proper notification prior to any information regarding the identity of the deceased being released to the media.

(b) All information must be validated prior to its release to the media.

The Public Information Officer or the authorized designee shall be the spokesperson on most aspects of these events. However, the announcement or confirmation of a line-of-duty death and/or the release of the employee's name should be made by the Fire Chief or the authorized designee.

Prior to confirmation that the employee's family has been notified, no details will be released concerning the death. If the news media are on-scene and aware of the death, the Public Information Officer will simply confirm that a death has occurred and communicate the department's compassion and concern for the employee's family and colleagues. The Public Information Officer will advise the media that the full details will be provided as soon as they are known and after proper notification of next of kin has been made.

If an employee death occurs in the midst of ongoing news coverage of a fire or other emergency, the Public Information Officer will focus on handling the details concerning the death. Another trained spokesperson will be assigned to handle the media relations for the incident.

1011.7 SERIOUSLY INJURED OR HOSPITALIZED EMPLOYEE

Some of the notification and support procedures described in this policy for a line-of-duty death may be applied to any instance of an employee who has been seriously injured in the line of duty, except as noted below:

(a) If the seriously injured employee has been taken to a hospital, a Division Chief should assign a Captain who is not involved in the incident to go to the hospital and become the hospital liaison.

(b) The Captain should establish communications with the hospital and report regularly to the Division Chief on the employee's condition.

(c) A representative of the employee's labor organization will also be sent to the hospital, if possible.

The hospital liaison and labor representative should work cooperatively for the benefit of the employee and the employee's family. In addition, the Division Chief should ensure close coordination with the treating medical facility.

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Funerals

1012.1 PURPOSE AND SCOPE

It is the intent of this policy to ensure that every member of the Department, both active and retired, who passes away may be offered the option of a funeral or assistance from the Departmentand the Local and or State Union. These guidelines will ensure proper support and care of the family and the posthumous honoring of a member of the Department

IAFF-Funeral_Protocol.pdf

1012.1.1 DEFINITIONS

Definitions related to this policy include:

Level I, Line-of-Duty Death - Considered for all firefighters of the Department who die as a direct result of injuries suffered at the scene of any emergency incident or while responding to or returning from the scene of an emergency incident. This includes medical conditions (e.g., heart attack) that result in the death at the scene of an emergency.

Level II, On-Duty Death - Pertains to all firefighters of the Department who die while on-duty, but not due to injuries sustained while performing emergency activities. This includes firefighters whose death is a direct result of medical treatment or complications arising from a previous on-duty injury.

Level III, Active Employee Off-Duty - The death of an active firefighter that occurs while the firefighter is off-duty and the death is not related to any emergency activity.

Level IV, Retired Employee or Staff Professional - The death of a retiree or professional staff employee of the Department. Level IV may also include a dignitary closely associated with the Department, as designated by the Fire Chief, and upon whom the Department wishes to bestow funeral honors. The death of a retired Fire Chief may be considered as a higher level, at the Department's discretion.

Level V, Death of a Family Member - The death of a family member of an active firefighter, retiree or staff professional of the Department. Level V may also include a family member of a dignitary closely associated with the Department as designated by the Fire Chief, and upon whom the Department wishes to bestow funeral honors.

1012.2 POLICY

It is the policy of the Oakdale Fire Department for the Fire Chief or the authorized designee to make the necessary assignments and coordinate actions with other department representatives any time the Department learns that an active or retired employee has passed away. Activities should be in accordance with the Line-of-Duty Death, Line-of-Duty Death and Injury Notification and Family Support Liaison policies.

If a responsible family member requests department assistance, the Fire Chief or authorized designee should appoint, with the approval of the Fire Chief and the family member, an employee

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to act as a funeral detail officer and oversee all of the arrangements. The Fire Chief may deny the option of department participation if the circumstances of the member's death may reasonably bring discredit to the Department.

The Fire Chief or the authorized designee should determine the highest level of participation the Department can provide, based on the cause of death.

1012.3 LEVEL OF PARTICIPATION

The desires of the family are paramount and shall be given fullest consideration; however, the Department's funeral participation will be conducted according to the following guidelines:

(a) A Level I funeral may include Level II criteria and any of the following:
    1. Crossed ladders
    2. Supreme Sacrifice Medal
    3. Helicopter fly-over

(b) A Level II funeral may include Level III criteria and any of the following:
    1. Fire engine or caisson with casket
    2. Cordon of fire apparatus of both the Department and visiting agencies

(c) Level III funeral may include Level IV criteria and any of the following:
    1. Casket draped with the U.S. flag
    2. Honor Guard as pallbearers
    3. Procession with department apparatus from the firefighter's current Battalion
    4. Bugler
    5. Bell ceremony

(d) Level IV funeral may include:
    1. Hearse with casket
    2. Apparatus from last assignment (if appropriate)
    3. Honor Guard
    4. Pipe and drum band
    5. Administration and logistic support as needed
    6. Uniformed personnel
    7. Flag folding (if appropriate)

(e) Level V funeral honors may include (with the approval of the Fire Chief):
    1. One piece of apparatus to be used as a static display (not to be included in a procession)
    2. Honor Guard (if appropriate)

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3. Uniformed personnel

1012.4 ROLES AND RESPONSIBILITIES

The Fire Chief or the authorized designee may appoint one or more of the following positions to provide assistance with the funeral arrangements:

- **Family Support Liaison** - Any department member who is a close friend of the family and will make reasonable efforts to address the needs and desires of the family, communicate between the Department and the family and coordinate details with the Officer in Charge (OIC).
- **Funeral detail officer** - An employee who is appointed by the Fire Chief to oversee all arrangements for a funeral.
- **Head usher** - The head usher is responsible for seating and parking arrangements at the funeral services, both at the church and at the grave site.
- **Honor Guard Commander/Officer in Charge of the Honor Guard and pipe and drum band** - This position will be filled by a member of the Honor Guard and will be responsible for the coordination of the Honor Guard, Color Guard and the pipe and drum band.
- **Honorary pallbearers** - Honorary pallbearers are those selected by the family. They will follow the casket from the location of the services to the grave site.
- **Logistics officer** - The logistics officer is charged with preparing the apparatus, vehicles, equipment and facilities for the funeral services.
- **Officer in Charge (OIC)/detail officer** - Selected by the Fire Chief or the authorized designee, the detail officer is the person in charge of the overall department participation and is responsible for the coordination between the funeral director, the chaplain and the family support liaison.
- **Public agency liaison (as needed)** - The public agency liaison will coordinate any interaction with other public agencies that wish to participate in the services.
- **Public Information Officer (as needed)** - The Public Information Officer will coordinate all media and public relations issues.
- **Pallbearers** - The pallbearers will be members of the Honor Guard, unless otherwise requested by the family.
- **Protocol liaison** - Appointed by the Fire Chief or the authorized designee, the protocol liaison will provide direction, advice and clarification to the family regarding proper funeral procedures.
- **Transportation officer** - The transportation officer is responsible for all transportation of family members, pallbearers and escort detail from a pre-determined location to the location of the services, from the service to the grave site and back to a pre-determined location (e.g., the family home, place of worship).
- Other positions may be utilized as listed in the Funeral Planning Chapter 9 in the References section below.

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1012.5 REFERENCES

Minnesota Fire Service Ceremonies & Protocols Guidebook Preface.pdf

Chapter 1 Flag Protoc ol

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Attachments

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International Association of Fire Fighters
Funeral Protocol for Line-of-Duty Deaths

The following protocol is to assist IAFF local affiliates in the event of a line-of-duty death of a member. The following information is solely provided for assistance purposes, each individual affiliate should evaluate its local conditions and utilize, amend or change these recommendations accordingly.

I. NOTIFICATION

A. After the notification of a death of a member, the Office of the Chief of the Department should immediately inform Union Office/Officials and the Fire Department Chaplain.

B. Fire Department should be informed that the local union official(s) wish to accompany those department officials that are dispatched to notify next of kin. After family has been officially notified, the fire department and the local union should notify all on duty members (10-15).

II. PLANNING

A. Local Union President must immediate appoint an individual with the sole responsibility of planning for the deceased members funeral.

B. In order for the local union to be fully prepared the following initial information must be gathered from deceased family as soon as possible. A union/department member should be immediately assigned as a family contact to assist the family and serve as the liaison between the family and those planning the funeral.

- Do they want funeral with full department honors?
- Do they want church funeral? If so, what Church?
- Who is their choice of priest, minister, rabbi, or other religious representative?
- Where is the Funeral Home?
- Who is the Funeral Director?

C. If the family requests a departmental funeral, funeral director should be so notified. The funeral director makes arrangements with the church, cemetery, etc. The union/department should make arrangements for the funeral director to receive deceased's uniform in the event of a departmental funeral or if requested by family.

D. List of pallbearers must be obtained from the family. Honor guard members should be selected, usually chosen from house and company members, and scheduled to stand at casket during viewing at funeral home. For funeral service honor guard and ushers should be selected.

E. Arrangements must begin immediately on site selection for Memorial Service (if planned) and for collation (reception) following funeral/memorial service. Vendors should be immediately solicited for assistance.

F. The local union must determine the availability of the following:

- white gloves
- union pins
- badge covers
- bunting (fire stations/union hall)

G. Determine whether church cards (last alarm) are desired and arrange with printer for production (if cards are to be printed). This must be done immediately to allow for printing time.

H. Secure space from local hotel(s). Remember that fire fighters from throughout the International will attempt to attend funeral. Select one hotel as base for International Principal Officer(s), Vice President(s), and staff.

I. Establish liaison with police department. Request that the police department assist with the following:

- Request that police department send out on police blotter the announcement of line-of-duty deaths including as much detail as possible, including funeral arrangements, department and union address, and local union representative responsible for funeral's phone number.

- Request police to provide detail in marked car at deceased house during entire funeral period.

- Request that police have representative at any planning meeting. They can assist with logistical coordination including traffic, crowd control, out-of-town fire fighters, parking, etc.

III. THE FUNERAL

For line-of-duty departmental funerals the following protocol should be arranged:

A. Funeral Director is responsible and has the primary concern of assisting the family, including bring them into church, and seating. Department should select Chief-in-Charge for directing and coordinating fire department and fire fighter involvement in funeral.

B. Honor Guard should post colors prior to church service. Honor guard should be posted outside church on both sides of entrance. Department personnel, union officials, fire fighters and civic delegates should line up with honor guard to street. Family passes between ranks. In all instances, family should enter church ahead of any dignitaries. Ushers should keep front right part of church open for members and delegates. After body is greeted all march into church and are seated in the following fashion:

- Fire Chief
- Union President
- International Principal Officer(s)
- Local union officials
- Deceased's Company
- Delegation of department's chief officers
- Members of department
- Members of other fire departments

C. All remain standing until all fire fighting delegations are in place.

D. At conclusion of service, ushers will direct fire fighting delegation to street where they resume original places, facing church, under direction of chief-in-charge. Pallbearers then proceed out of church with body followed by family and other mourners. Chief-in-Charge gives command for salute as body is brought from church and placed in hearse.

E. After services, funeral director assembles procession. Chief-in-Charge directs all fire fighting personnel, proceed by colors to march ahead of procession to designated pass-in-review position. If desired, a designated fire house could be chosen for pass-in-review. Fire house should have apparatus on apron, with all on-duty personnel at attention, bells tolling as procession passes. After pass-in-review procession proceeds to cemetery.

IV. COMMITTAL

A. Chief-in-charge shall be responsible for assembling fire fighters at grave site. It should immediately be determined how many mourners the cemetery and/or grave site area can accommodate. Committal is usually for family and close friends. Apparatus can be detailed to cemetery gates with fire fighters in full dress.

B. Arrangements can be made for bugler for TAPS and sole bagpiper for playing *Amazing Grace*, or appropriate hymn. Local musicians unions or schools can usually provide these individuals if unavailable on fire or police department.

C. Dismissal from grave site is generally followed by reception.

V. BELL CEREMONY AND PRAYER

A. The ringing of the bell and the Fire Fighter's Prayer are two traditions of the fire service which reflect respect and honor to those who gave their lives to their duty. The ringing of the bell represents the end of the emergency and the return to quarters, and is usually three rings of the bell, three times.

B. Both are provided for local adoption.

VI. PERIOD OF MOURNING AND HONOR

A. After notification of line-of-duty death is completed, flags at all jurisdiction's properties (government center, fire stations, schools, etc.) should be lowered to half-staff in honor of fallen fire fighter.

B. Flags at jurisdiction's properties should remain at half-staff from date of death through the day of committal.

C. Flags at fire stations and union hall should remain at half-staff for a period of 30 days. Funeral bunting, if used, should also remain on fire stations and union hall for 30 days.

D. After notification of line-of-duty death is completed, badge covers should be placed across the face of each member's badge. Badge cover should remain for 30 days.



BELL CEREMONY

The men and women of today's fire service are confronted with a more dangerous work environment than ever before. We are forced to continually change our strategies and tactics to accomplish our tasks.

Our methods may change, but our goals remain the same as they were in the past, to save lives and to protect property, sometimes at a terrible cost. This is what we do, this is our chosen profession, this is the tradition of the fire fighter.

The fire service of today is ever changing, but is steeped in traditions 200 years old. One such tradition is the sound of a bell.

In the past, as fire fighters began their tour of duty, it was the bell that signaled the beginning of that day's shift. Throughout the day and night, each alarm was sounded by a bell, which summoned these brave souls to fight fires and to place their lives in jeopardy for the good of their fellow citizen. And when the fire was out and the alarm had come to an end, it was the bell that signaled to all the completion of that call. When a fire fighter had died in the line of duty, paying the supreme sacrifice, it was the mournful toll of the bell that solemnly announced a comrade's passing.

We utilize these traditions as symbols, which reflect honor and respect on those who have given so much and who have served so well. To symbolize the devotion that these brave souls had for their duty, a special signal of three rings, three times each, represents the end of our comrades' duties and that they will be returning to quarters. And so, to those who have selflessly given their lives for the good of their fellow man, their tasks completed, their duties well done, to our comrades, their last alarm, they are going home.



FIRE FIGHTER'S PRAYER

When I am called to duty, God
Wherever flames may rage
Give me strength to save a life
Whatever be its age.

Let me embrace a little child
Before it is too late
Or save an older person from
The horror of that fate.

Enable me to be alert
And hear the weakest shout,
and quickly and efficiently
To put the fire out.

I want to fill my calling
To give the best in me,
To guard my friend and neighbor
And protect their property.

And, if, according to your will,
While on duty I must answer death's call;
Bless with your protecting hand
My family, one and all.

Preface.pdf

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Minnesota Fire Service Ceremonies & Protocols Guidebook

Developing current and future leaders



Minnesota Fire Service Ceremonies & Protocols Guidebook

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Chapter 1 (Flag Protocols) was derived in part from the US Code and from the website www.ushistory.org. Chapter 12 is a compilation of work that has been shared for the expressed purpose of reproduction without recourse or needing to seek the permission of the MSFCA.

Photographs contained within the guidebook are the work of a variety of news agencies throughout the country, the National Fallen Firefighters Memorial Foundation (www.firehero.org), and members of the ceremonials and protocols editorial team. We are grateful to all who have contributed.

For an electronic copy of the guidebook, forms, photos and other ceremonies and protocol resources visit us on the web at **www.mnprideandhonor.com.**

Written by Kenneth T. Prillaman, Fire Chief, City of Brooklyn Park, MN

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Layout & Design by
Jena Noah, Editor - MN Fire Chief Magazine



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Preface

There are a lot of ways to manage a public safety agency. This is due in part to the uniqueness of departments across the country and individual skills that chiefs and officers bring to the job. Additionally, leadership can be a lonely job.

As we began our work, and throughout our process, we continued to remind ourselves that our end product was intended to be a guide. We remained focused on maintaining and respecting the authority given to fire chiefs to make choices that they deemed right for their staff, their organization and their community.

Having said that, we also recognized three factors that have motivated our work.

First, there were far more questions without answers when it came to ceremonies and protocols, for example:

- Does a firefighter wear a mourning band to a police officer's funeral? Does the answer change if the funeral is due to a LODD? Does the answer change if the police officer is from your jurisdiction or from another community?
- Why are there four Bell Ceremonies? Which one is right?
- What is the proper way to wear the United States flag as a shoulder patch and who is the authority that decides which is right?
- As a chief, can I lower the flag to half staff for a retiree's funeral? What if s/he was a veteran?
- And others….

Second, Chief's may not have the time or inclination to do the research to answer these questions.

- Are there guidelines about flying flags at half staff? If so, where are they? How about flying a flag over a street from a ladder truck? Can anyone have a flag-draped casket? If so, by whose authority?

Third, a chief really does not want to try and answer any of the questions that have gone unanswered at 2 a.m. following a sudden or tragic death.

- What is an appropriate funeral service for an active captain with 20 years of service who rolls his four-wheeler with an elevated blood alcohol level?
- How about a sworn personnel who dies in the commission of a crime?



Preface continued

This guidebook was written with the express purpose of giving the chief a tool that s/he can lean into for guidance. It is not written as a mandate but rather offered as a set of standards that can guide and help resolve some tough questions before they get asked in real-life scenarios. The emotions surrounding an active firefighter death, regardless of the circumstances can take over a department and cause strife and discord.

This guidebook is dedicated to all Chiefs who: a) desires to preserve the honor and dignity of a LODD funeral, b) wants to do all that is right and appropriate for any public servant death, and c) desires to maintain the history and tradition of the fire service and the United States Flag Code.

To the men and women who have contributed their time and talent toward the completion of this guidebook, the Minnesota Fire Service is forever grateful. We are hopeful that this guide will serve the Minnesota Fire Service by bringing clarity to ambiguity and logic to emotions.

We owe it to all who have gone before us to honor them by preserving our protocols and ceremonies and by honoring those among us who achieve great success as well as those who will perish in service to our communities.

Authorities & Reference

As we began to catalog and document the variety of questions that should be readily available, we identified several authorities and references. The combination of state and national organizations, along with two specific national documents, served as the foundation for the work that needed to be completed.

In some cases, we relied upon fire and law enforcement organizations who had already put in a tremendous amount of effort to develop and validate their best practices. This was particularly true as it relates to protocols related to line-of-duty deaths. Unfortunately there has not previously been an effort, in Minnesota, to address the variety of questions related to other funerals or to document, in a single source, various ceremonial and historical components that might assist a local fire department.

As a group we recognize and respect the work of the following public safety organizations and the contributions they have made.

National Fallen Firefighters Foundation, Emmitsburg, MD

Congress created the National Fallen Firefighters Foundation to lead a nationwide effort to honor America's fallen firefighters. Since 1992, the non-profit Foundation has developed and expanded programs that fulfill that mandate.

"Our mission is to honor and remember America's fallen fire heroes and to provide resources to assist their survivors in rebuilding their lives."

Minnesota Fire Service Foundation

The Minnesota Fire Service Foundation's mission is to preserve the memory of all of the Minnesota firefighters who have lost their lives in the line-of-duty. Since 1881 more than 200 firefighters have paid the ultimate sacrifice.

In addition to their work to preserve the memory of our fallen, the foundation operates a scholarship program that benefits children of firefighters across this great state and serve as the state's LAST (Line of Duty Assistance and Support Team) team to support the families and departments of firefighters who die in the line of duty.



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Authorities & Reference

OUR DUTY TO HONOR THE FLAG

- We believe that all public safety agencies have a responsibility to be good stewards of our flag and of the traditions surrounding its display and care.
- We believe that we pay honor and respect to those who have lost their lives protecting our freedoms by upholding these standards.
- We believe and accept our responsibility to teach those in our charge to honor and respect the Flag of the United States of America.

Therefore:

It is the recommendation of the Ceremonies and Protocols Committee that all public safety organizations within the State of Minnesota accept the authority of the United States Code and the United States Army Field Manual and adopt the regulations and ceremonial protocols related to the flag as outlined and clarified within this document.

If and when these authorities conflict, this manual shall reference a "recommendation" that is intended, for the purposes of the public safety organizations in Minnesota, to resolve the conflict.

Ceremonies & Protocols Committee

The work of the Ceremonies & Protocols committee began with a proposal to the State Fire Chief's Board of Directors. In October of 2010, the Board sanctioned the plan and the committee began its work. Below is the original proposal to the board.

Minnesota State Fire Chiefs Association Ceremonies & Protocols Committee

Proposed Committee Structure & Scope

Purpose:

The intended purpose of creating a Ceremonies and Protocols Committee is to develop a guidebook that would identify accepted standards relating to;

- Firefighter Deaths
- Fire Service observation of US Flag protocols
- Wearing of uniforms and uniform accessories (caps, mourning bands, patches, etc)

It is the intention of the Chair to allow the committee to develop the complete scope of our work, which is to say that the above list is not all encompassing.

Methodology:

We shall use the collective wisdom of those appointed along with research into industry best practices, review of the United States Flag Code and the use of military and fire service technical experts to shape the recommendations contained within the guidebook. Specific attention will be given to the history and tradition of the fire service, preservation of the dignity and honor reserved for a line-of-duty death along with the ease of compliance and management.

Structure:

The committee will be led by a Committee Chair who will appoint a Co-Chair and a Committee Secretary as follows.

- Committee Chair – Ken Prillaman, Fire Chief, City of Brooklyn Park
- Committee Co-Chair – Jerry Streich, Fire Chief, Andover Fire Department
- Committee Secretary – Dave Underwood, Captain, Brooklyn Park Fire Department
- The Committee Secretary will be a non-voting member of the committee and will be responsible for maintaining a written record of the committees work and develop the committees work product.
- The Committee Co-Chair will serve as Chair in the absence of the Chair and in that capacity will only vote to break any tie. Otherwise the Co-Chair will be considered a voting member at-large.

- The Committee Chair will be responsible for the activities of the committee and shall be responsible to produce the work product as agreed upon. The Chair will vote only to break a tie.
- The committee Chair may appoint a Technical Advisor as a non-voting advisor to the group.

Membership:

The committee shall be comprised of the following 19 members.

- 2 members appointed by the MN State Fire Chief's Association
- 2 members appointed by the MN Fire Department Association
- 2 members appointed by the MN Professional Firefighters Association
- 2 members appointed by the MN Fallen Firefighters Association
- 2 members appointed by the MN IAAI
- 2 members appointed by the Fire Marshals Association of MN
- 2 members appointed by the Metro Chief Officers Association
- 2 members appointed by the Volunteer Fire Council
- 1 member appointed by the MN State Fire Marshal
- 1 member appointed by each of the cities of Minneapolis and St Paul

It is the intention of the Chair, upon approval from the MSFCA Board, to distribute letters to the head of each of these organizations asking for their appointments on or before November 26, 2010. Each organization will be offered the opportunity to appoint alternates should they desire, who will represent their organizations in the absence of their appointee.

Meetings:

Meetings of the committee shall take place every five (5) to six (6) weeks at a time and location determined by the committee. It is the intention of the Chair to encourage the movement of the meeting around the state in order to allow for broader participation.

Meeting shall be open to any member of the fire service who desires to attend and observe. The Chair shall ask for any public comments at the end of each session allowing anyone in attendance to be heard, however only appointed members may vote on actionable items.

The proposed kick-off meeting is tentatively set for December 11, 2010 at the new St Paul Fire Department headquarters.

Meeting notes, dates and notices will be routed through the various fire service organizations and will be sent to the MSFCA webmaster for posting.

Over the course of the next several months, the committee began to frame out the scope of the initiative and the effort required to accomplish the objective. This was needed in order to have a foundation upon which and from which the committee could operate.



It was an important distinction that we were not attempting to rewrite and replace the great work that so many organizations had done with regard to line-of-duty deaths. Our focus was to ask and then attempt to answer the myriad of questions around other ceremonies and protocols that simply had not been addressed, or at best addressed with a limited scope.

We also started with a realistic set of expectations regarding our ability to influence the fire service. The committee felt strongly that it could lead the state into a set of guidelines that could be universally accepted but accepted the fact that not everyone would agree with either the need to create such a guidebook nor the recommendations contained within. To this end, the committee developed and agreed upon the following statement of purpose:



"It is better to have standards that are not universally embraced than to have no standards at all."

The next step of our process was to define specific operating principles that would be used throughout our discussions and formulation of recommended standards. To this end, we created the following five guiding principles;

Preserve the Honor and Dignity of Line-of-Duty Death Funerals

Consider Ease of Compliance

Create and Harbor a Sense of Inclusiveness and Collaboration

Consider Cost; recognizing that in order to be in Compliance, Volunteer Firefighters may have to personally invest

Maintain Respect for the AHJ and Their Right to Deviate from the Standard

Contributing Individuals

The following individuals provided priceless input throughout the process. Each contributed in a genuine sense of cooperation and collaboration.

Kenneth T. Prillaman
Fire Chief
Brooklyn Park Fire Rescue

Jerry Streich
Fire Chief
Andover Fire Department

Dave Underwood
Captain
Brooklyn Park Fire Rescue

Jerry Rosendahl
State Fire Marshal (Retired)
Minnesota DPS

Crawford Wiestling
Chief Emeritus
West End Fire Rescue

Stan Jadwinski
District Chief
St. Paul Fire

Mark Rosenblum
MSFDA
Golden Valley Fire

Mike Dobesh
Assistant Chief
Richfield Fire

Mike Tremain
State Farm
MN IAAI

James VanEyll
Fire Chief
Long Lake Fire

James Popp
Commander
MFFMA

Tom Thornberg
President
MPFF

Tom Pitschneider
Fire Marshal
Shakopee Fire

Kip LaMotte
Fire Marshal
New Brighton Fire

Jim Smith
Assistant Chief
St. Paul Fire

Garrett Parten
Assistant Chief
SBM Fire

Marty Scheerer
Fire Chief (Ret.)
Edina Fire

George Esbensen
Fire Chief
Eden Prairie Fire

Jeff Beahan
Police Chief
Rogers Police

Bob Jacobson
Public Safety Director
New Brighton

Kim Klawiter
State Patrol (Retired)
Minnesota

Kevin Torgerson
Captain
Olmsted County Sheriff

Chapter 1 Flag Protocol.pdf

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HISTORY OF THE FLAG

Flags are almost as old as civilization itself. Imperial Egypt as well as the armies of Babylon, Chaldea, and Assyria followed the colors of their kings. The Old Testament frequently mentions banners and standards.

Many flags of different designs were present in parts of the American colonies before the Revolution. When the struggle for independence united the colonies, the colonists wanted a single flag to represent the new nation. The first flag borne by the Army as a representative of the 13 colonies was the Grand Union flag. It was raised over the Continental Army at Cambridge, Massachusetts, on 2 January 1776. That flag had the familiar 13 stripes (red and white) of the present flag, but the blue square contained the Crosses of St. George and St. Andrew from the British flag.



The Stars and Stripes was born on 14 June 1777, two years to the day after the birth of the Army. On that date, Congress resolved that the flag of the United States be 13 stripes, alternate red and white, and that the union be 13 stars, white in a blue field, representing a new constellation. The arrangement of the stars on the blue field was not specified.

According to some historians, the Stars and Stripes was first raised over Fort Stanwix, New York, on 3 August 1777. In that Army version of the flag, the stars were arranged in a circle. (The Navy version had the stars arranged to form crosses similar to the British flag.) When Vermont and Kentucky joined the Union, the flag was modified so that there were 15 stars and 15 stripes. It was that flag, flying triumphantly over Fort McHenry, Maryland, on 13 and 14 September 1814, which inspired Francis Scott Key to compose the verses of "The Star Spangled Banner." That flag was the national banner from 1795 until 1818. Thus, when it was raised over Tripoli by the Marines in 1805, it was the first United States flag to be hoisted over conquered territory in the Old World. Later, it was flown by General Andrew Jackson at the Battle of New Orleans.

Realizing that adding a stripe for each new state would soon spoil the appearance of the flag, Congress passed a law in 1818 fixing the number of stripes at 13 and providing for the addition of a star in the Blue Union for each new state. The star is to be added and the new flag to become official on the Fourth of July following the admission of the new state to the Union. It was not until shortly before the Civil War that the Stars and Stripes actually became the National Color.

Canton –
Also known as the "Union". The blue square containing 50 stars, each representing one of the fifty states. A canton is any quarter of a flag, but for these purposes means the upper hoist (left) quarter of the flag of the United States.

WHY IT MATTERS!

The flag of the United States of America is more than a symbol of our country. It represents democracy; courage; sacrifice; and above all else, freedom. We, the civil servants of our cities, states, and country, carry a tremendous responsibility to ensure that our flag is treated with the utmost respect and dignity.

Flag Protocol



But perhaps more importantly, it is our job to pass this ideal on to the generations that follow. We must lead the public by example, following the flag protocols not because they're listed in the US Code of Federal Regulations, but because they have meaning. They teach us our nation's history; they remind us of the courage, sacrifice, and leadership with which this nation was born and continues to thrive; and, they give us – as individuals - the opportunity to show respect for our great country and her allies.

Prior to Flag Day, June 14, 1923 there were no federal or state regulations governing display of the United States Flag. It was on this date that the National Flag Code was adopted by the National Flag Conference which was attended by representatives of the Army and Navy which had evolved their own procedures, and some 66 other national groups. This purpose of providing guidance based on the Army and Navy procedures relating to display and associated questions about the U. S. Flag was adopted by all organizations in attendance. A few minor changes were made a year later during the Flag Day 1924 Conference.

On June 22, 1942 Congress passed a joint resolution, which was amended on December 22, 1942, making the US Code Title 36; Public Law 829, 77th Congress 2nd Session.

GENERAL GUIDELINES

- The flag should never be allowed to touch the ground.
- The flag should be clean, untattered, and fit for display.
- There should be no rips or tears, smudges, dirt, or any foreign substance on the flag itself when on display.
- The flag should be raised briskly, and lowered reverently.
- Some US flags include gold fringe about the periphery of the flag; these are acceptable for indoor use only.
- The flag should never be flown or marched "flat" or horizontal.
- When raising and lowering flags the US flag should be raised first and lowered last.

INDOOR DISPLAYS

The U.S. flag is displayed in most city, state, and federal buildings. However, it is also displayed in sports arenas, schools, churches, police and fire departments, and many other places. This section outlines flag etiquette for displaying the flag indoors.

Proper position or placement, within a room or building, of the US flag with respect to other flags (e.g., flags of other countries, state or city flags, etc.) often causes confusion. The US Code uses terms like "the flag's right," which is not intuitively obvious. It is sometimes easier to consider placement of the flag from the perspective of the intended viewer or audience. This guide will follow such an approach.

- When displaying the US flag alone on a stage or in a room, it should be positioned at the center or left of the stage or room, as viewed by the audience.
- When displayed with other flags (e.g., state or city flags) of the same height, the US flag should be the furthest to the left; no other flag should be higher than the US flag.
- If the US flag is flown on a staff that is higher than all other flags, it may be positioned in the middle of the group.



- The US flag should lead, and never dip below other flags when being carried in a parade, or processional, such as when it is being carried into a room with other flags.
- If the US flag is displayed flat on a wall, it should be oriented such that the union (the field of blue) is at the upper left from the intended audience's viewpoint. If other flags are displayed on the same wall, the same protocols apply for displaying on a stage or room, i.e., the US flag should be on the left as viewed by the audience, and not lower than any other flag.
- If the US flag is being flown from a wall-mounted staff, it should either be higher than the rest of the flags or furthest to the left, as viewed by the audience.
- The staff of the US flag should not be shorter than any other flag.
- If the flag is displayed in or on a window, you must consider two audiences (one from each side). If the flag is to be permanently mounted, it should be oriented with the union to the upper left from the view point of the larger of the two audiences. You must use your best judgment in this case.
- When flags of two or more nations are displayed, they are to be flown from separate staffs of the same height, with the US flag on the left as viewed by the audience. The flags should be of approximately equal size. International usage forbids the display of the flag of one nation above that of another nation in time of peace.
- When used on a speaker's platform, the flag, if displayed flat, should be displayed above and behind the speaker with the union to the upper left as viewed by the audience.
- When displayed from a staff in a church or public auditorium, the flag of the United States should hold the position of superior prominence, in front of the audience, and in the position of honor at the clergyman's or speaker's right as he faces the audience. Any other flag so displayed should be placed on the left of the clergyman or speaker as he faces the audience.
- When the flag is suspended across a corridor or lobby in a building with only one main entrance, it should be suspended vertically with the union of the flag to the observer's left upon entering. If the building has more than one main entrance, the flag should be suspended vertically near the center of the corridor or lobby with the union to the north, when entrances are to the east and west or to the east when entrances are to the north and south. If there are entrances in more than two directions, the union should be to the east.



FINIALS

Finials are the devices that attach to the top of a flag pole. The US Code is silent on the use of finials. All of our military organizations have policies that guide the use of finials however they each address these with variations in policy. It is our recommendation that the following be observed with the use of finials:

- The US flag should be the only flag that is topped with an eagle.
- All other flags in a display should be topped with matching finials.
- The only exception to matching the finials would be a unit or department flag which could bear a different style of finial.

OUTDOOR DISPLAYS

Many of the protocols for outdoor positioning and placement of the flag follow the same rules as for indoor usage.

- When flown in front of a building, the US flag should be flown on the left (from the observer's perspective) if flown separately from other flags from staffs of the same height. Generally, when the flag is flown in front of a building, the intended audience is the people looking at the building from the outside, such as from a street.
- When suspending a flag over a roadway, or outdoor space, as is sometimes done from ladder trucks, the field of blue should be oriented to the north if suspended over an east-west roadway, and east if suspended over a north-south roadway.
- The US flag may be displayed in the center of other flags, flown on separate staffs, so long as the US flag is flown higher than all others flags in the display.

WORN ON UNIFORMS

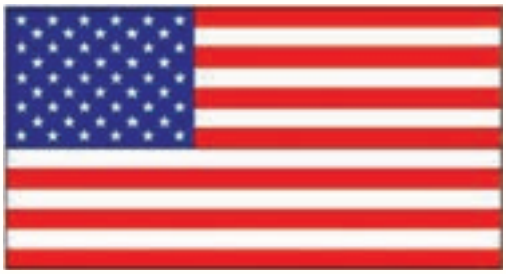
Many public safety organizations incorporate flags into their uniform. The US Code has specific guidelines that apply to the use of flags on uniforms;

- *"A flag patch may be affixed to the uniform of military personnel, firemen, policemen and members of patriotic organizations. The flag represents a living country and is itself considered a living thing. Therefore, the lapel flag pin being a replica, should be worn on the left lapel near the heart."*

With regard to flag patches that are attached to firefighter turnout gear, one should take pause and consider the following US Code language before affixing a patch;

- *"The flag should never be fastened, displayed, used or stored in such a manner as to permit it to be easily torn, soiled or damaged in any way."*

Given the likelihood of soiling and damaging a flag sewn to turnout gear, it is the recommendation that this practice be discontinued.



Flag orientation for left shoulder use



Reverse field flag as worn on right shoulder

Finally, as it relates to the display of the US flag on the right shoulder of public safety uniforms, and the right side of public safety vehicles, it is recommended that a reverse field flag be used. The military explanation for wearing and displaying a reverse field flag on their right shoulder is two fold;

- First and foremost, the flag is never flown is a position of retreat. A reverse field flag on the right shoulder, or on the right side of a vehicle, gives the impression of a flag moving forward.
- Second, when wearing a reverse field flag on the right shoulder it places the field of blue in the highest position of honor, nearest your heart.

FLAG DRAPED CASKETS



The US Code does not have any prohibition that would prevent any American from having a flag draped casket. This honor, along with the presentation of the flag to the next of kin is often reserved for members of the military, veterans and public servants.

When the flag is used to cover a casket, it should be so placed that the union is at the head and over the left shoulder of the deceased. The flag should not be lowered into the grave or allowed to touch the ground.

The correct flag for use with caskets is 100% cotton, without fringe, measuring 9.5 feet by 5 feet.

MARCHING WITH FLAGS

When the flag of the United States is being marched in formation with one or more other flags abreast, the United States flag should always be "on its own right" as prescribed in the US Code. This will most often be to the viewing audience's left. Another way of properly orienting the US flag is to be certain that no other flag is to the right of flag bearer as s/he marches.





When the flag of the United States is being marched in formation in a column, the United States flag should lead the formation. When it becomes necessary to retire the colors, the formation will need to march along a path that allows the United States flag to lead the recessional.

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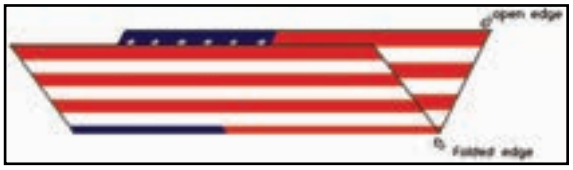
FOLDING THE US FLAG

This specific method of folding is reserved for the United States Flag alone.

To properly fold the Flag, begin by holding it waist-high with another person so that its surface is parallel to the ground.



Fold the lower half of the stripe section lengthwise over the field of stars, holding the bottom and top edges securely. Again, orient the flag horizontally.



Fold the flag again lengthwise with the blue field on the outside and orient the flag horizontally.



Make a triangular fold by bringing the striped corner of the folded edge to meet the open (top) edge of the flag.



Turn the outer (end) point inward, parallel to the open edge, to form a second triangle.



The triangular folding is continued until the entire length of the flag is folded in this manner.



When the flag is completely folded, only a triangular blue field of stars should be visible.



A COMMON FLAG FOLDING MYTH

There are many stories and much folklore on the internet. One of them has to do with the thirteen folds that it takes to properly fold the US flag. Many organizations routinely use this “flag folding ceremony” which includes the reading of the meaning of the thirteen folds.

There is no reference made in the US Code nor any military ceremonies or protocol manual that support the use or validity of the history of the thirteen folds.

HOW TO FOLD THE MINNESOTA STATE FLAG

Minnesota Statute 1.141, Subd. 6 defines the proper way to fold the Minnesota flag for presentation and is outlined below.



Fold the flag into four sections lengthwise so that one section displays the three stars of the state crest and the text "L'Etoile du Nord."





Fold each side behind the displayed section at a 90-degree angle so that the display section forms a triangle.



Take the section ending with the hoist and fold it at a 90-degree angle across the bottom of the display section and then fold the hoist back over so it is aligned with the middle of the display section.





Fold the other protruding section directly upwards so that its edge is flush with the display section and then fold it upwards along a 45-degree angle so that a mirror of the display section triangle is formed.





Fold the lower half from the point upwards, tucking it between the display section and the remainder of the flag.



SALUTING AND CONDUCT DURING THE FLAGS MOVEMENT

The correct determination of how to salute is determined by the combination of whether or not you are in uniform and whether or not you are serving or have served in the military. The paragraph that follows is directly from the US Code, Title 4, Chapter 1. (4 U.S.C. 4)



"During the ceremony of hoisting or lowering the flag or when the flag is passing in a parade or in review, all persons present in uniform should render the military salute. Members of the Armed Forces and veterans who are present but not in uniform may render the military salute. All other persons present should face the flag and stand at attention with their right hand over the heart, or if applicable, remove their headdress with their right hand and hold it at the left shoulder, the hand being over the heart. Citizens of other countries present should stand at attention. All such conduct toward the flag in a moving column should be rendered at the moment the flag passes."

EDITOR'S NOTE

There are two places in the US Code that reads, "All persons in uniform shall render a military salute". The fact that the original authors of the code felt it important to distinguish the salute as a "military" salute indicates their purposefulness of not using the same distinction as it relates to "persons in uniform". Some believe that only military personnel should salute. We believe that if that was to be the case the authors of the code would have been just as purposeful to distinguish by indicating "All persons in a military uniform". Therefore, we recommend that when in any classA or class B (see uniform matrix on page 12) uniform, during the movement of the flag and the Pledge of Allegiance, fire department personnel render a military salute.

Stated slightly different, when the American flag moves through a room or auditorium all persons should rise. When the colors are within six steps of where you are standing the appropriate salute should be rendered. Once the flag has passed, and is now six steps beyond your position the salute may be lowered.

Although some military organizations make the distinction, there is no reference within the US Code that would modify this section based upon whether or not uniformed personnel are indoors and whether or not uniformed personnel are wearing a dress uniform cap.

SALUTING AND CONDUCT DURING THE PLAYING OF THE NATIONAL ANTHEM

Readers are reminded that the National anthem is the "Star Spangled Banner" by Francis Scott Key, and not God Bless America. During the playing of the National anthem, all persons should stand still, face the music and salute (in the direction of the music if there is no American flag) as outlined above.

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PLEDGING ALLEGIANCE



A careful and thoughtful review of the US Code (4 U.S.C. 4) reveals two distinct messages regarding the pledge of allegiance. First, this is one of two references that instruct "all persons in uniform to render a military salute". (see editor note on page 8).

Second, the code indicates that persons in uniform are "to remain silent" during the pledge. A review of military policy and history reveals that our military does not recite the pledge. They play revile as the flag is hoisted and taps as it is lowered but do not recite the pledge. The predominate reason for this is that the wearing of the uniform is, in and of itself, a pledge of allegiance.

"The Pledge of Allegiance to the Flag: "I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.", should be rendered by standing at attention facing the flag with the right hand over the heart. When not in uniform men should remove any non-religious headdress with their right hand and hold it at the left shoulder, the hand being over the heart. Persons in uniform should remain silent, face the flag, and render the military salute.

Per US Code (4 U.S.C. 4)



HALF STAFF RULES AND REGULATIONS

Properly flying a flag at half-staff requires us to understand two important components;

- Under who's authority can a flag be flown at half-staff and
- How is the flag properly hoisted into position

The US Flag Code provides that: "By order of the President, the flag shall be flown at half-staff upon the death of principal figures of the United States Government and the Governor of a State, territory, or possession, as a mark of respect to their memory. In the event of the death of other officials or foreign dignitaries, the flag is to be displayed at half-staff according to Presidential instructions or orders, or in accordance with recognized customs or practices not inconsistent with law. In the event of the death of a present or former official of the government of any State, territory, or possession of the United States or the death of a member of the Armed Forces from any State, territory, or possession who dies while serving on active duty, the Governor of that State, territory, or possession may proclaim that the National flag shall be flown at half-staff." (4 U.S.C. 4)

The purpose of highlighting the public officials above is to draw attention to the fact that, according to the US Code, only two officials can order the National Flag to be flown at half-staff: the President of the United States, and a Governor of one of the United States, its territories, or possessions. In both cases, the declaration will include the geographical area that the order covers and the number of days that the flag is to flown at half-staff.

While obviously good-intentioned, without authorization from either of these two powers, an order from a public official (or member of the public for that matter) to fly the US flag at half-staff is inconsistent with the US Flag Code.

Having said that, when flown at half-staff, the flag should first be hoisted to the peak for an instant and then lowered reverently to the half-staff position. When retiring the colors, the flag should be again raised to the peak before it is lowered for the day.

There are certain customary days for which a presidential order to fly the US flag at half-staff will be given. Those days include:

- May 15, Peace Officers Memorial Day, sunrise to sunset, all flags
- Last Monday in May, Memorial Day, sunrise to noon, then fly at the peak of the staff, all flags
- September 11, National Day of Remembrance, sunrise to sunset, all flags
- First Sunday in October, National Fallen Firefighter Memorial Day, sunrise to sunset, all flags
- December 7, Pearl Harbor Remembrance Day, sunrise to sunset, all flags

In keeping with appropriate flag etiquette and U.S. Code, the Minnesota Governor may order the state flag to be flown at half-staff. He may also order the national flag to be flown at half-staff on state property only. A state flag on state property is required by law to be flown at half-staff if the national flag is flown at half-staff.

Fire Chiefs are discouraged from lowering flags to half-staff in order to preserve the integrity of the US Code. If the AHJ is going to depart from the code it should only be for a Type I (LODD) funeral. The Ceremonies section outlines a flag lowering ceremony that can be used in place of flying the flag at half-staff.

To preserve the integrity and special significance of lowering the flag, the Governor's office will only issue proclamations to lower flags to half-staff under very limited circumstances. Among the days that the Governor routinely orders flags flown at half-staff are;

- Last Sunday in September, Fallen Firefighter's Memorial Day
- Certain traumatic injury line of duty deaths

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Chapter 2 Uniform Guidelines.pdf

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Uniform Guidelines

Introduction

As is the case in all military and para-military organizations our uniform is an important component that helps define us and associates those within the organization as being part of the same unit. It also serves as a symbol of the public's trust and our allegiance to protecting lives and property. Additionally, the pride with which we take care of our uniform reflects the pride and commitment we have toward our mission. However, as important, the core reason for uniforms in the first place is to achieve *uniformity*.

Webster defines uniformity as, "the state of being uniform; overall sameness; lack of diversity or variation." So within each fire department, our uniform policies should be written and observed to achieve this idea, or concept of "sameness." For the fire service, due the great disparity between department resources this does not mean that everyone needs a dress uniform. It does mean that regardless of the uniform you do have, that everyone on your department should look the same.

Regardless of the type or class of uniform that you use, the overall condition, tailoring and uniformity tells a lot about the organizations professionalism.

Condition:

- Are all aspects of the uniform free of tears or stains?
- Are all aspects of the uniform color fast and still match other uniform components and other member's uniforms?
- Are all uniform garments pressed?

Tailoring:

- Are all aspects of the uniform properly sized for the individual, including collars and shoulders? (Collars should be snug, but not tight around the throat when buttoned; shoulder hem should be no more than 1/2 inch over edge of shoulder)
- Are all trousers hemmed to an appropriate length? (Trousers should have a slight crease at the ankle and should not drag behind the heel)
- Are all dress jackets appropriately sized? (Jackets should not strain buttons nor pull away from the body by more than a couple of inches; sleeves should be equal to the wearer's wrist bone; jacket length should be to the wearer's finger tips when standing at attention)

Uniformity:

- Do all members in uniform look the same? (style of shirts, pant color)

  Note: A uniform can include the use of jeans or shorts. Our recommendation is that jeans or shorts are not worn with a Class B style uniform shirt and that they should all be uniform, at least in color , if not both color and style.
- Are all patches, pins and other adornments consistent between one member and another?

Professional Behavior in Uniform:

Any discussion about uniforms without including commentary regarding "behavior in uniform" would be incomplete. The world loves to knock its heroes off their pedestals. Nothing makes that easier than when we misbehave, or even behave just a little below the public's expectation while in uniform.

Regardless of the class of uniform, we have an obligation to protect the very high level of trust that the public values the fire service by conscientiously being good stewards of that trust, particularly in uniform. We should all be aware and consider the consequences that our behavior has on the organizations reputation when, in uniform:

- We are rude and/or obnoxious
- Drinking irresponsibly
- We are disrespectful to those around us, intentionally or unintentionally
- Any other behavior that brings discredit to the organization or service

For clarity, this section's reference to uniforms includes department logo t-shirts. The fire service has a long history of producing and wearing department logo t-shirts. These are weaved into the fabric of the fire service. They also serve, whether intended or not, as a reflection of the organizations we represent. As such, the image of a firefighter entering or exiting a bar, liquor store, night clubs and the like in a fire department t-shirt has the potential to erode the public trust.

Finally, we should commit ourselves to wearing each class of uniform in its entirety and as designed. In other words;

- Don't wear a Class A uniform without a tie or with the jacket unbuttoned.
- If you are going to take a Class A jacket off, you should find a complete Class B underneath.
- If you are going to loosen your tie in a Class B1, take it off so as to be in a complete Class B2.

UNIFORM MATRIX

Although we are not recommending that every department be able to outfit their staff with each of the following classes of uniforms, we are proposing a standard for how each class of uniform is assembled. As you will see in the matrix there are several recommendations for matching various styles of shirts, pants and shoes and under which combinations should you consider a tie or dress cap.

UNIFORM CLASS	Dress Jacket and Matching Dress Pants	Long Sleeve Button Down Shirt: White or Blue	Short Sleeve Button Down Shirt: White or Blue	Golf Style Polo: Long or Short Sleeve	FD T-Shirt, Sweatshirt, Job Shirt	Tie	Dark Navy or Black Dress Slacks	Dark Navy or Black EMS Pants	Blue Jeans, Shorts	Dark Navy or Black Dress Shoes	Duty Shoes or Boots	Tennis Shoes	Dark Socks	Dress Uniform Cap	Baseball Style Cap
A	☑	☑				☑	Opt	No	No	☑	No	No	☑	Opt	No
B1		☑				☑	☑	No	No	Pref	Opt	No	☑	Opt	No
B2		☑				No	Pref	☑	No	☑	☑	No	☑	Opt	No
B3			☑			No	Pref	Opt	No	☑	☑	No	☑	Opt	Opt
C				☑		No	Opt	Opt	Opt	Opt	Opt	Opt*	☑	No	Opt
D					☑	No	Opt	Opt	Opt	Opt	Opt	Opt*	Opt	No	Opt

*only with jeans or shorts

Additionally, we have proposed a standard Uniform Class Naming System (A, B1, B2, B3, C and D). This is done in order to improve communications on state-wide and regional events when a particular dress code is desired or required.

There are several recommendations outlined in the matrix above that are worth noting;

- A Class A uniform should always include a tie, dress slacks and polished dress shoes.
- Anytime you wear a tie, you wear a dress style pant
- Ties should not be worn with short sleeve shirts
- If your uniform includes jeans or shorts the recommendation is that the shirts are polo or t-shirt style. There is no military or para-military organization that would mix a button up style uniform shirt with jeans or shorts.
- If a department is looking for a less formal uniform, with a button up, badged and patched shirt, then a Class B3, with EMS style pants and duty boots is recommended.
- Tennis shoes should only be considered with a Class C or D when jeans or shorts are used.

HONOR GUARDS

The uniform standard for Honor Guards can be a "modified" Class A or can be a uniform that is specific to the Honor Guard. To modify a Class A for outfitting the Honor Guard, consider the following suggestions;

- Replace the matching dress slacks with a pair of dress slacks with a colored stripe down the outside seam. There is no standard color for honor guards. Many fire department honor guards use red or gold.
- Add a matching shoulder cord. There are a variety of styles and colors available.
- Issue all honor guard members a white shirt, regardless of their fire department rank.
- Replace the dress shirt and tie with a colored ascot. The ascot should match the color of any pant stripe or shoulder cord.
- Change the style or color of the dress cap used by the honor guard or switch to a helmet style with a custom front piece.
- Order custom badges or custom lapel pins





If you prefer to have a unique honor guard uniform, there are a variety of jacket styles available through most uniform outlets.

DRESS UNIFORM CAPS

Each branch of the military has specific regulations regarding the wearing of a dress uniform cap. Within some organizations, like Chicago Fire for instance, they routinely wear a dress cap with any uniform that is a Class B3 or above. As outlined above, what is more important is to achieve uniformity within your organization. Establishing a policy regarding the wearing of the dress cap as well as communicating the "uniform of the day" are important aspects that will lead to uniformity.

Uniform Guidelines

There are certain protocols regarding the handling of a dress cap if it is a part of your uniform ensemble. Specifically, protocols that address;

- Wearing a cap indoors
- Proper way to carry a dress cap

Wearing a Cap Indoors:

- Generally speaking, caps should not be worn indoors
- Honor Guard details should remain covered regardless of whether performing indoors or outdoors
- Caps are removed as the wearer crosses the threshold into a building

Carrying a Dress Cap:

- A dress cap is carried in one of two ways
  - i. Remove the cap by its brow with your right hand and place under your left arm, above your elbow with the brow facing forward.
  - ii. Carry the cap in your left hand, flat (oriented as it sits on your head) with your left palm up, holding the brim between your thumb and fingers of your left hand.



TITLES, COLLAR BRASS & INSIGNIAS

Various uniform configurations designate rank with the use of "collar brass" or epaulettes. In addition, those organizations who wear Class A dress uniforms also designate rank on the sleeve and collar of the Class A jacket, utilizing stripes, patches and/or collar brass.

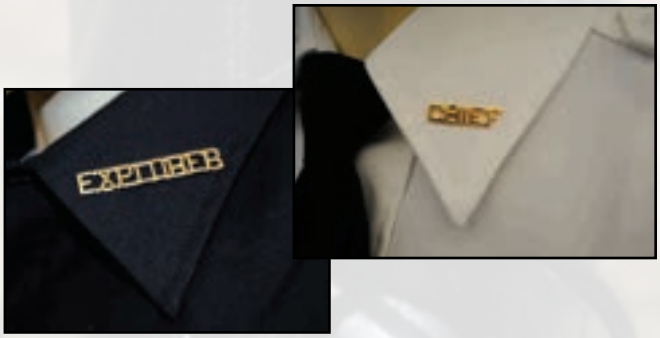
Collar Brass:

Virtually every military and public safety agency around the globe uses some form of collar insignia to designate rank. The fire service has used collar insignia for more than 150 years. By comparison to our public safety counterparts, the fire service has become pretty standardized in the use of rank insignia. There are of course some exceptions.

For the most part the fire service uses the following rank structure:

- 5 Crossed Bugles – Fire Chief or Chief of Department
- 4 Crossed Bugles – Assistant Chief or Deputy Chief
  - i. We are inconsistent, across career and paid-on-call departments with regard to the use of Assistant or Deputy as the second highest ranking fire official.
- 3 Crossed Bugles – Assistant Chief or Deputy Chief
  - i. With the same inconsistencies as above
- 2 Crossed Bugles – Battalion Chief, District Chief or similar
- 2 Parallel Bugles – Captain
- 1 Bugle – Lieutenant

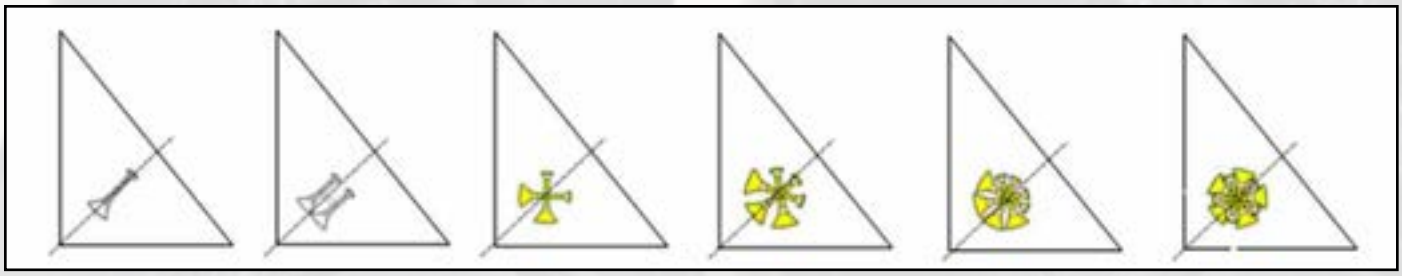
In a few organizations, the use of a Maple Leaf, adorning the right sleeve of the Class A jacket, just above the rank stripes, designates the individual as the Fire Marshal. In lieu of crossed bugles, organizations may choose pin-on style rank spelled out (i.e., "CHIEF", "EXPLORER").



Finish:
Most fire service organizations use silver to denote Captains and below and gold for any "crossed bugle" rank. Occasionally there will be examples of the Battalion Chief rank designated with crossed bugles, but displayed in silver.

EDITORS NOTE:
We have not proposed a standard for how the chief officer rank structure is used. However we are proposing the demarcation between silver and gold. We believe that all crossed bugle ranks should be outfitted in gold.

When wearing collar brass on a uniform shirt, the insignia should be oriented along the axis that intersects with the point of the collar and with the base of the insignia perpendicular to the axis. The base should also be positioned approximately 1 1/4" inch up from the point of the collar as depicted in the illustrations below.



Collar brass with titles or department initials spelled out should be oriented with their base toward the point of the collar and arranged perpendicular to the axis that splits the collar at the point, and should be positioned so that the letters are equally spaced on each side of the axis.

Departments who prefer epaulettes will find them in a number of styles available at uniform outlets. If epaulettes are the chosen method of displaying rank, they should be purchased in a matched set in order to achieve uniformity.



CLASS A JACKET INSIGNIA:



In addition to displaying the member's rank on his/her uniform shirt, their rank should also be displayed on the jacket of their Class A uniform. The Class A uniform usually displays rank in two positions;

- On the collar of the jacket
- On the sleeves

Most Class A jackets have a lapel and a collar. Where these two parts meet, these are two distinct "points" on the face of the jacket. Collar brass insignia is placed on the collar portion (top "point") with the lapel being reserved or available for other department adornments. Rank insignia placed on the collar of the jacket should be oriented as outlined above.

Rank insignia on the sleeve is denoted with a series of silver or gold stripes positioned near the wrist of both sleeves. The stripes should be attached as follows;

- The first stripe is attached 3" from the bottom of the sleeve
- The stripe is silver or gold to match the color of the collar brass
- Each stripe is 1/2" wide
- Each additional stripe is positioned 1/4" above the previous stripe
- The number of stripes match the number of bugles

EDITORS NOTE:
One argument for designating Battalion Chief's in gold is to be able to easily distinguish a Chief Officer from a Captain when they are in a Class A. If a department utilizes silver for Battalion Chief, then using the guidelines above results in two ranks, Captain and Battalion Chief being striped with two silver stripes.

YEARS OF SERVICE

The Maltese crosses, attached above the rank insignia (as depicted in the image above) represents years of service, expressed as five-years for each cross. Maltese crosses are added only to the left sleeve. Agencies in other parts of the country use military or law enforcement style service stripes. The recommendation in Minnesota is to exclusively use Maltese crosses with each one representing five years of service. It is up to the local jurisdiction to define how years of service is calculated, particularly with breaks in service or crediting service in another fire service organization.

SHIRTS & TIES

The Class A and Class B, button down, uniform shirt is a central piece of most uniform ensembles as it is most commonly used throughout the fire service. A discussion on protocol, related to this style uniform shirt, would include;

- Proper placement and alignment of patches
- Placement and alignment of name tag
- Placement and alignment of awards, years of service bars and other attachments
- Proper placement and alignment of collar insignia

Earlier in this section we addressed collar insignia. This section will deal with the other elements of the button down uniform shirt.

PLACEMENT AND ALIGNMENT OF PATCHES

This section is intended to provide guidance on affixing patches to uniform shirts. Nothing contained here is intended to establish standards or recommendations regarding the displaying of patches on other garments (jackets, sweatshirts, vest, etc). Each department, upon evaluating the recommendations below, will need to establish its own guidelines regarding how many patches and which patches it will display on a Class A or Class B uniform shirt, keeping in mind that the uniform should be very professional in its presentation.

Patches generally fall into one of four categories;

- US Flag patch
- Department Patch
- State/National certification patches
- Patches obtained from state schools and other fire service events

US Flag – if the United States flag is to be worn on the uniform, it may be affixed in one of three locations; front right breast over breast pocket and the left or right sleeve. US flags affixed over the right breast pocket should be attached with the field of blue toward the wearer's right shoulder. The flag may be affixed directly above the top edge of the pocket or may be adjusted upward to allow room for a name plate to be worn between the flag and the top edge of the pocket.

The US flag may also be worn on either shoulder. If worn on the right shoulder, the correct flag is a reverse field flag, with the field of blue toward to front as outlined in the flag protocol section of this guidebook. (See Flag Protocols for additional information) Regardless of which shoulder the flag is worn on the top edge of the flag should be sewn 1 1/4" below the shoulder hem; the flag should be centered on the epaulette or center hem of the shoulder and nothing should be affixed above the flag on the sleeve.



Department Patches – department patches may be worn on either or both shoulders. As is the case with the US flag the department patch should be sewn 1 1/4" below the shoulder hem and centered on the epaulette or center hem of the shoulder. If the organization uses "rockers" (patches that sit above the department patch and include titles or unit identification) the department patch should be sewn so that the top edge of the rocker, if and when attached, sits at 1 1/4" below the shoulder hem. Nothing should be affixed above the department patch, except for department rockers.

State/National Certification Patches – patches that signify certification as an Emergency Medical Technician or Paramedic, Hazardous Material Technician or team member, All-Hazard Teams, and various other state certifications (Officer I, Instructor II, etc) can be affixed using the following guidelines;

- Minnesota State Certificate patch and rockers should be sewn in a "stacked" alignment with each other and if you have two or more rockers that are prerequisites for another rocker (i.e., Fire Officer I, Fire Officer II) then you should affix the single highest rocker.
- Departments could devote one sleeve to their department patch and the other to the Certification Board patch and rockers.
- Patches should be sewn "in line" with department patch or US flag patch.
- Patches should not extend beyond the elbow

All Other Patches – care and consideration should be given before adorning a uniform with patches from a variety of events and a variety of years. In addition, patches obtained from vendors for apparatus and equipment are not appropriate additions to the Class A or Class B uniform shirt. If an organization is successful in obtaining sponsorship for a polo-style shirt or t-shirt, consideration can be given to incorporating the sponsor's logo into the garment so long as it is related and/or would reflect positively on the organization. Finally, the adornment of various patches quickly defeats the primary purpose of a uniform; uniformity.

PLACEMENT AND ALIGNMENT OF NAME TAGS

A name tag is generally displayed on or near the right breast pocket. This is due in part to the placement of the badge which should always be over the heart. In addition, we place the name tag near the right shoulder so that as one would extend their right hand to offer a handshake, the name tag is "presented" to the other party.

If placed on the pocket, the top edge of the name tag should be positioned 1/4" below the top hem of the pocket. If placed on the shirt above the pocket, the bottom edge of the name tag should be positioned 1/4" above the top edge of the pocket. In either case, the name tag should be centered on the pocket.

PLACEMENT AND ALIGNMENT OF AWARDS; YEARS OF SERVICE BARS; OTHER ATTACHMENTS

Organizations that have an active awards program, where ribbons or bars are issued for a variety of acts or performances, should establish written policies regarding the order and alignment. Due to the placement of the badge on the left breast, the right breast is usually better suited for displaying awards and ribbons. (A sample awards program is included in the resource section of this guidebook)



Whether rack mounted or individually mounted, the bottom edge of the bottom row of ribbons and/or bars should be 1/4" above the name tag or the top edge of the pocket if the name tag is mounted on the pocket.

Years of service bars, if not incorporated into name tag or award rack, can be mounted on the left breast pocket using the same alignment instructions as outlined above for the name tag. If the organization has no awards program, years of service bars can be displayed by affixing it above the name tag. If done in this manner, the bottom edge of the years of service bar should be 1/4" above the name tag.

OTHER PINS AND ATTACHMENTS

There are a variety of other pins that might adorn a Class A or Class B uniform shirt, including but not limited to;

- Service pins, like those given to SWAT medics
- Award pins from sponsored programs like "Life Saver" awards and "Stork" awards
- Years of Service pins in regional or state organizations
- Station designation pins
- EMT, Paramedic, HazMat or All Hazard IMT pins
- Honor Guard badges or pins

Each organization should put in place policies that define the type and location for all pin placements. Similar to

the recommendations regarding rocker patches, pins that are prerequisites to other pins should not be worn (i.e., there is no need to display both a 5 year and 10 year service pin).

The central portion of each pocket, just below the pocket flap, is used by various military organizations for various pins and badges (Tomb of the Unknown Soldier badge and Joint Chiefs of Staff badge to name a few). This space could be utilized for badges and pins of significance. It is not recommended that patches be sewn into this area.

RETIREES

You may establish local policy regarding the wearing of uniforms by retirees. Retirees may be authorized to wear any or all classes of uniforms. The retiree is usually designated by one or more of the following;

- The use of collar brass with the word "RETIRED" surrounding the outside
- The use of a patch "rocker" which reads "RETIRED" or "RETIREE"
- Adding "RETIRED" to the nameplate or nameplate attachment bar

A WORD ABOUT TIES

Most leading "dress for success" experts suggest that ties should not be worn with short sleeve shirts. The recommendation is that events that call for a tie should include long sleeve uniform shirts.

A WORD ABOUT APPEARANCE AND GROOMING

The way in which we present ourselves in uniform speaks volumes about our professionalism and the professionalism of the organizations we represent. This is important in the day-to-day wearing of any uniform and critical when in a class A or honor guard uniform. As a para-military organization, we can learn much from our military with regards to standards of dress, appearance and grooming. A review of the Army Regulation 670-1, Chapter 3, gives the readers a complete and thorough list of considerations for inclusion in a local appearance and grooming policy. It is recommended that each department reviews this regulation and develops local policies regarding appearance and grooming that accurately reflects the professionalism of your organization.

Notes:

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Chapter 3 Ceremonies.pdf

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FIRE SERVICE TRADITIONS OVERVIEW

As a para-military organization with ties all the way back to the first century, the fire service is rich in traditions. Many of our modern day ceremonies are designed to preserve our rich history and pay tribute to those who have paved the way for our success.

We present a number of fire service ceremonies for you to include in your operations. Many of these have been handed down from generation to generation. Over the years, departments around the country have modified and corrected various elements in order for them to be a glorious display of the fire service in its best light. As you contemplate the inclusion of these ceremonies in your jurisdictions and into your events, there should be several objectives;

- Conduct each of the ceremonies with the utmost respect and dignity
- Perform each ceremonial element, where practical, with military precision
- Use each event as an opportunity to teach our history, our culture and our traditions

The ceremonies described in this manual include various methods or outlines. This is not intended to suggest that this is the only way to conduct these ceremonies. Retired Fire Chief Rick Lasky, of the Lewisville Fire Department offers his perspective in his excellent book Pride and Ownership.

Since all situations and eventualities cannot be foreseen, local jurisdictions should feel free to modify and adjust the procedures to local conditions.

NEW PUBLIC SERVANT SWEARING IN



An oath of office is an oath or affirmation a person takes before undertaking the duties of an office. Such oaths are often required by the laws of the state, religious body, or other organization before the person may actually exercise the powers of the office.

According to the Minnesota Constitution and further described in Statutes, Chapter 358, the oath of office shall be taken by "Every person elected or appointed to … public office" prior to transacting any "business or exercising any privilege" of the office. Both the Constitution and Statutes appear to reference only State Legislators and State Officers and do not specifically name firefighters among those defined as "public offices." Some local ordinances or Charter documents define oath requirements for local appointees.

The oath is a promise to faithfully discharge the duties of the office to the best of the person's abilities and to support the constitutions of the United States and Minnesota. The role of firefighter comes with a high level of responsibility to the public and inures to the firefighter a high level of public trust. As such, and due to the rich history of administering an oath of office to firefighters, each jurisdiction should establish a local policy for administering an oath. Further, due to the high level of trust and responsibility the local jurisdiction should, whenever possible, create a swearing in ceremony to publicly witness and acknowledge the event. Unless provided for within the local jurisdiction's ordinances or charter, there is no standard language for

a firefighter or officer oath of office. Finally, the raising of the right hand is standard in the administration of an oath however the use of a Bible is optional. If the local jurisdiction intends to utilize a Bible for administering oaths it should be sensitive to the beliefs and desires of those being sworn in and be prepared to modify their ceremony in order to avoid any conflict. Below are some example oath's that may be used or modified for administering an oath of office.

SAMPLE FIREFIGHTER OATH:

I promise that I will humbly serve all customers with an urgent response to their crisis, with compassion, sincerity and concern, patience, kindness and respect.

I promise that I will, at all times, conduct myself in a manner that reflects positively on the fire department and City of (your city name here).

Finally, I promise to follow the policies of the fire department, uphold the laws of our state and nation and the ordinances of the City of (your city name here) and that I will faithfully discharge my duties to the best of my abilities, so help me God.

-or-

I, John Smith, do solemnly swear that I will serve the citizens of City and firefighters of City Fire Department with honor and integrity and that I will, in all respects, observe the provisions of the city charter and ordinances of the city and that I will faithfully discharge the duties of my office to the best of my ability. So help me God.

The oath of office for a firefighter is usually conducted concurrent with the issuing of their badge. Local customs will dictate whether this is done immediately upon hiring or upon completion of minimum training or a probationary period.

Regardless of the timing, the swearing in ceremony can be a wonderful opportunity to engage the public, share a little of our rich culture and history and include members of the new firefighter's family in the actual ceremony. It is custom for a spouse, parent, sibling or mentor to actually pin the badge on the new firefighter, immediately following the administering of the oath by an officer of the department.

Organizing the swearing in could include any number of ideas or elements. A partial list includes;

- Scheduling it just before or during a council meeting
- Scheduling the event in council chambers
- Presentation and posting of colors
- Moving a podium outdoors in front of the station
- Cake or refreshments reception
- Guest speakers from city leadership, local agencies or outside agencies
- Presenting new members with a hard copy of their oath of office, suitable for framing (a sample is included in the Resource section of this guidebook)
- Combining the badge pinning with the issuance of their new helmet, if appropriate

A sample program outline is included in the Resources section of this guidebook.

PROMOTIONAL CEREMONY



In career, combination, paid-on-call and volunteer fire department, individuals who rise to the rank of officer take on more responsibility and to whom much is given, much is expected. Therefore, similar to the swearing in of new firefighters, the promotion should be celebrated with ceremony. In addition to "pinning" the new officer with the badge of their office, allowing other family members or mentors to pin their collar brass on offers a broader group of people an opportunity to be personally involved in the ceremony. As was the case with the new firefighter, new officers should have their own oath of office, whereby they recommit themselves to upholding the laws and ordinances of the city, state and nation but also commit themselves to the responsibilities of their new role.

SAMPLE OFFICER OATH:

I, Robert Miller, do solemnly swear;

- *that I will serve the citizens of City and firefighters of City Fire Department with honor and integrity;*
- *that I will, in all respects, observe the provisions of the city charter and ordinances of the City of (your city name);*
- *that I will faithfully discharge the duties of the office of Battalion Chief to the best of my judgment and abilities so help me God.*

In addition to the ideas listed above for the badge pinning event, "field promotions" are also an effective way to recognize the performance that led to the promotion. Saint Paul Fire Chief Tim Butler makes every attempt to promote Captains on the fire ground in the presence of the men and women who they serve with. It is a great way to recognize outstanding performance on the "battle field." A more formal badge pinning and collar brass ceremony is done at a later scheduled time.

If local custom includes the use of a Bible, consideration should be given to purchasing Firefighter Bible's (available at amazon.com and other retailers) so that the newly promoted officer has a permanent memento of their promotional ceremony.

APPARATUS HOUSING CEREMONY

HISTORY:

Fire Apparatus Housing Ceremonies has been a part of the American fire service history dating back to the 1830's. When a new piece of fire apparatus was purchase by a fire company or community it was placed into service and blessed. In days gone by when a piece of fire apparatus would arrive either by cart or by rail, the firefighters would meet the apparatus upon arrival and paraded it all over town. The apparatus was either hand drawn or horse drawn and would be taken to the fire barn or station and given a "Housing Ceremony".

Some history suggests the housing ceremonies were either simple or quite elaborate. Early traditions which extend to today include washing the wheels and tires. This occurred because during the hose drawn era horse

"debris" would cake on the wheel spokes and tires and would be washed off before the apparatus was backed into the station. In that time period it was also determined that by washing the wooden spokes and hard tires that keeping them moist would prevent rotting and shrinkage. Additionally, most stations of the era were built with the living quarters directly above the apparatus bay. It was critical, for the general comfort of the firefighters, that the apparatus floor remain as clean as possible. This is in part where today's emphasis on maintaining a clean apparatus bay originated.



Manually pushing apparatus back into the station occurred as result of most horses could not or would not back apparatus into the station. The horses were unhitched and the apparatus was pushed back into the station by the firefighters.

In more recent years, the ceremony of dedicating a new piece of apparatus including "pushing" the apparatus in the bay three times. To be more specific, the apparatus is staged on the apron just outside of the bay it is to occupy. The apparatus is "pushed" back into the bay and then brought back out on to the apron. This is repeated and then on the third "push" the apparatus has been blessed and assumes its position of honor within the apparatus bay. Today, the "push" is ceremonial, with a driver/operator in charge of the apparatus. Also, with three separate "pushes" various groups of people can participate in the ceremony;

- City and Department leadership
- All department members including retirees and Explorers
- Business owners, commission members or other community members

It is not fully documented when the ceremonial procedure of "pushing" the newly dedicated apparatus in and out of the station three times was implemented but has forever been done as a blessing over the apparatus, that it might protect those it serves as well as those who serve with it. In some parts of the country the blessing is;

First push-in is for "God"
Second push-in is for "Country"
Third push in-is for "The Firemen"

-or-

First push-in is for "The Past"
Second push-in is for "The Present"
Third push-in is for "The Future"

Numerous other ceremonial activities have been added over time. The process of transferring water from a retiring apparatus to the new apparatus is of significant importance. It represents giving or transferring life to the new apparatus. The transfer of specific pieces of equipment, such as an axe, pike pole or nozzles is deemed an important gesture. Finally, special graphics or stickers, in memory of, serve to recognize import-

ant local history, a firefighter lost in the line of duty or a significant local supporter.

The event usually includes neighboring fire companies, local political dignitaries, fire company or department officers and the wives and families of the firefighters. In some communities local bands or musical groups would be invited along with clergy. Following the ceremony refreshments are served and the ceremony turned into a social event.

The whole apparatus housing ceremony event is part of the long tradition of the fire service to show "Pride and Ownership" and to show fire service commitment to the community. When appropriate, the retired apparatus, which presumably served the community well, is honored with pictures or a piece of it's equipment maintained on display as part of the department's history.

A department wishing to host an apparatus housing ceremony should consider the following;

1. **Develop a list of invitees.**
   Local and State Government officials, politicians and business leaders. Neighboring fire departments and special guests and media.

2. **Identify logistical requirements for the ceremony.**
   - Area for ceremony placement
   - Water Supply.
   - Seating requirements and arrangements.
   - PA and speaker requirements.
   - Apparatus placement and management for visiting departments.
   - Station decorations and flowers, etc.
   - Additional equipment displays.
   - Presentation of colors or Honor Guard activities.
   - Develop service or ceremony sequence and designation of speakers.
   - Food and refreshment requirements.

3. **Ceremony planning considerations.**
   - Invitations and promotion
   - Program Outline
   - Speakers
   - Honor Guard involvement
   - Script for describing the "push" to the audience
   - Assignment of "pushers" to each of the three "pushes."
   - Ceremonial Elements
     i. Washing the tires
     ii. Transferring of water
     iii. Transferring of equipment
     iv. Stickers or emblems in memory of
   - Photographer
   - Refreshments

STATION DEDICATION CEREMONY



Fire stations are designed to serve their communities for decades and therefore new fire stations are not an everyday investment and should be celebrated. A fire station has always been much more than just a place of employment. A fire station is our home. We will eat, sleep, laugh and cry within the confines of the station. We will make lifelong friends with brother and sister firefighters and with members of the community while serving in our stations. And our station will be our refuge from an ever changing and more dangerous world in which we operate.

Similar to the swearing in, promotional event or apparatus housing, the station dedication is an excellent opportunity to engage with the community. After all, it is really their fire station! An event that includes some or all of the following elements are appropriate;

- Guest speakers from the city or from outside
- Ribbon cutting or perhaps more appropriate hose un-coupling
- Mementos
- Public education displays and station tours
- Honor Guard to present or post colors
- Dedicating a significant piece of history concurrent with the new station (bell from a previous station, fire pole, engraved plaque or cornerstone/time capsule
- Members of the faith community to ask a blessing on the station and the men and women who will respond from it to protect the community
- Photographer
- Refreshments



The list of planning issues outlined in the Apparatus Housing section could be used to plan the station dedication.

In addition to more traditional elements like a ribbon cutting or hose un-coupling, the station dedication gives the local jurisdiction an opportunity to put ceremony around a number of related elements, for example;

- Unveiling the station name or number
- Naming the station for a past member or leader in the community
- Naming rooms in honor of those in the community deserving of recognition
- Ceremonially hoisting the flag from the previous station over the new station for the day of dedication
- Dedicating a portion of the station in honor of past members or members who have died in the line of duty
- Dedicating an outdoor memorial patio or garden

- Unveiling a statute
- Unveiling a display of artifacts from the previous station

The need to dedicate a new station is a wonderful opportunity to engage the public, young and old, into the workings of the fire department. It is an opportunity for us to "tell our story" and continue to build strong, lasting community relationships.

STATION CLOSING CEREMONY

Just as rare as a new station is one that closes. It's important to memorialize the former station as a token of respect for the years of service it provided to the community and its fire department. Closing a station should also be done with great reverence and ceremony.

If the station is being replaced, the local jurisdiction may choose a more private ceremony. Among the elements that could be considered in a decommissioning ceremony are;

- One final muster of all assigned personnel
- One last lowering of the flag and folding it appropriately for storage
- The collection of the cornerstone or a brick from the structure as a memento of the station
- Preserving the original dedication plaque
- Removal and recondition of a bell from the bell tower

If the station is not being replaced, it is still important to decommission it with ceremony and honor. Without a replacement station it will be important to find another location to house the various artifacts that are to be preserved.

RETIREMENT CEREMONY



Chief Rick Lasky really nails the importance of this ceremony. In his book Pride and Ownership, he talks about the travesty of allowing a member to just punch out on their last day and quietly walk to their car and drive out of the station.

All retirements are important. 10, 15, 20…..sometimes 40 or more years of service to the community and to the men and women of the fire service represents a huge commitment and it's a commitment that needs to be recognized. Even if you host an annual awards banquet or holiday party where retirees are recognized, an organized and well planned retirement event is the best way to say thank you to one of our own for their years of service.

Similar to the other ceremonies outlined here there are several key components for consideration;

- Guest speakers
- Honor Guard participation
- Presentation of the members helmet, badge or both
- Presentation of ceremonial axe or bugle
- Presenting the member with a flag that has been flown over the station on his/her last day
- Creating and presenting a shadow box with badge, helmet front and other memorabilia

- Muster and inspection of all fire department personnel
- Final page arranged through dispatch
- Dedication of a plaque or memento honoring the retired member, if appropriate. This may be best reserved for members with 30, 35 or more years of service.
- Special recognition or presentation to the family for "sharing" their loved one with us
- Taking out an ad in the local newspaper
- Photographer
- Refreshments

After the ceremony, consider giving the retiree a final ride in the truck and escort him/her home with a processional of fire apparatus.

Whatever you do, do it at retirement. Our days are numbered and nothing would be so tragic as to miss an opportunity to heap praise and thanks on members who have served so well and for so long.

LAST PAGE CEREMONY

A "last page" is a ceremonial event where your local dispatch center sets off all members pagers and broadcasts a prepared message, over the local fire main, regarding a member or group of members that are being honored. For departments without pagers, the dispatch center would simply broadcast the message over the main dispatch channel.

The last page may be an appropriate addition to the other ceremonial elements included in a member's retirement or funeral service. There is no national standard language and the following is offered as a sample.

(TONES) Attention all units on the fire main. This is the last page for Firefighter John Smith. The City Fire Department wishes to acknowledge Firefighter Smith for his years of service to the residents and visitors of City. Your dedication and service is greatly appreciated and you will be missed by all. City dispatch clear.

TURNOUT GEAR PROCESSIONAL



A turnout gear processional is the act of carrying a firefighter's helmet, coat and pant/boot combination. This is usually accomplished with three firefighters, each carrying one of the elements. The recommendation is that the use of a gear processional is reserved for use to move these elements during a line-of-duty death visitation, memorial or funeral and because of the impression it makes on the community, local jurisdictions are cautioned against the practice for other types of funerals.

Having said that, it is important to know that upon receiving notification of a line-of-duty death, various state and federal agencies will be involved in the investigation and may require that the gear be, at least temporarily, turned over to investigators. Once the gear has been returned to the department, it is recommended that all movement of the gear, done in view of the public or family is done utilizing a gear processional.

HELMET ONLY

An alternative to a gear processional with a full set of turnout gear is to have a member carry only the firefighter's helmet. The "helmet only" processional can proceed virtually any honor guard detail or other vehicle/personnel processional. The "helmet only" processional can also be utilized to lead the casket during all movements. In all cases the helmet should be carried upright and facing forward.

BELL CEREMONY



The bell has always been an important and symbolic part of the fire service. Historically it was how a community was notified of a death. William Durand of Mende (1230 -1296) was a French Bishop who wrote The Rationale Divinorum Officiorum which noted the symbolism and rituals of worship. What is interesting is he writes "When any one is dying, bells must be tolled, that the people may put up their prayers; twice for a woman, and thrice for a man."

The use of a bell in the fire service is one of many traditions that date back some 150 years. The FDNY alarm system was established in 1865 where headquarters would dispatch, via telegraph, announcements to outlying firehouses. When a firefighter died in the line of duty they would transmit five rings of the bell, repeated four times, referred to as signal 5-5-5-5.

They would transmit signal 3-3-3 to alert firefighters in quarters of a new alarm as well as to signal the return of the firefighters to quarters after the alarm.

Fire departments throughout the country use a combination of rings for their bell ceremony. Research indicates that although there are exceptions, the more commonly used combinations are;

- Five rings, repeated four times or signal 5-5-5-5
- Five rings, repeated three times or signal 5-5-5
- Three rings repeated four times or signal 3-3-3-3
- Three rings repeated three times or signal 3-3-3

The National Fallen Firefighter Memorial, in Emmitsburg, MD uses signal 5-5-5-5. The IAFF utilizes signal 3-3-3 and the Federation of Fire Chaplains manual calls for the "Last Alarm" ceremony to include just three strikes of the bell.

In Minnesota, we believe it is also important to preserve the honor and dignity of a line-of-duty death funeral and therefore the elements in that type of funeral should be reserved for that purpose or unique to that specific type of funeral. Therefore, we have established that;

- The Bell Ceremony, when used in conjunction with a line-of-duty death funeral or memorial will include five rings, repeated four times or signal 5-5-5-5.
- The Bell Ceremony when used in any other type of funeral or memorial will include three rings, repeated three times or signal 3-3-3.

In order to provide support for fire departments wishing to include the Bell Ceremony in their events, we have included both the signal 5-5-5-5 and signal 3-3-3 scripts in the Resource section of this guidebook. It is critical that the script of the bell ceremony be presented by a member of the department with outstanding public speaking skills. In addition, in order to deliver this ceremonial element in a manner that is a fitting tribute, the speaker should be very familiar with the script, having reviewed it and practiced multiple times before the event.

FLAG RAISING AND LOWERING



Earlier in this guidebook we share the specific US Code requirements regarding the flying of the US flag at half-staff. Readers will recognize that the code is significantly more strict than most think and often more strict than local practice.

For local jurisdictions who desire to comply with the US Code and incorporate a ceremonial element that includes flying the flag at half-staff, we offer the following as a solemn and fitting way to honor;

- An active member who dies while off duty
- A retiree where additional honors are due
- A former Chief of Department
- An administrative staff person who long served the organization
- Members of your community who have been outstanding supporters of the fire department.

This ceremony, which could be done as a stand-alone event or in conjunction with other elements, allows the local jurisdiction to temporarily lower the flag to half-staff and then lower it for folding and presentation.

With the use of an Honor Guard, and using military precision, you begin with a properly folded US flag. The flag is properly unfurled and then raised to the peak, briskly. Then it is reverently and slowly lowered to half-staff. While temporarily at half-staff a speaker explains the purpose of the ceremony to those assembled and upon completion the Honor Guard returns the flag to its peak and then lowers it to the ground and properly refolds the flag for presentation. Finally, similar to the presentation at a funeral, the Honor Guard Commander presents the flag to the ranking member of the department who in turn presents the flag to the intended recipient.

If there are other flag poles arranged in proximity to the flag pole being used for the flag raising and lowering ceremony, attention should be given to the treatment of the other flags. In arrangements with multiple flag poles, the United States flag is always raised first and lowered last, so that no other flag is flown above the US flag. In order to maintain the dominant position for the US flag, flags on the other poles should be:

- lowered and removed from their halyards prior to the ceremony or
- they may be lowered and raised by separate honor guard units in such a manner to prevent them flying above the US flag

The flag raising, lowering and presentation makes for an impressive ceremony that conveys a high sense of honor upon the individual being recognized. The ceremony can be done in front of the fire station or at city hall and can be done by the local fire department with just a little practice.

STATE AND NATIONAL MEMORIAL EVENTS

Minnesota Fallen Firefighters Memorial Annual Observance
Last Sunday in September
MN Fallen Firefighter Memorial site, Capital lawn, St Paul, MN
www.mnfireservicefoundation.org

National Fallen Firefighter Memorial Weekend
Second weekend in October
National Fallen Firefighter Foundation, Emmitsburg, MD
www.firehero.org

IAFF Fallen Firefighters Memorial
September
Colorado Springs, CO
www.iaff.org











Chapter 4 Honor Guards.pdf

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OVERVIEW

Emergency services personnel share a long history of service and traditions that instill respect amongst our organizations. Firefighters, Police Officers, and EMS personnel are some of the most respected individuals in the world. Our history, mission, and capabilities instill pride and honor throughout all emergency responders across the globe. A reflection of that pride is visible in the customs, courtesies, and traditions that we share.

The United States Military is also rich with customs and traditions. In fact, many of our current command structures, uniform displays, recognition programs, and presentations are a reflection of theirs. It is said that our organizations are a "para-military" structure. Some of the traditions of the military that have worked their way into our organizations deal with presentations as a team or group. They are defined as customs and courtesies.

A custom (tradition) is defined as "the way someone usually or routinely behaves in a particular situation". Emergency services personnel display a number of customs, both new and old, that provide a strong bond amongst all of us. Whether it is ringing a bell or playing Amazing Grace, each tradition has meaning to all of us.

A courtesy is a display of kindness amongst one another or something that represents our culture, organization, state, nation and the like. Courtesies are displayed within our organizations on a daily basis. It may be as simple as calling someone by their title (Captain) rather than by their first name, or saluting the flag when it is raised outdoors. Unless we continue to educate those that follow us on the traditions, customs, and ceremonies that we have had within our organizations for hundreds of years, we are at risk of losing them.

Beyond the use of customs and courtesies, there are times and events that call for an even higher level of ceremony or "pomp and circumstance." These events will call for a more elaborate uniform and a series of coordinated movements that should be executed with military precision. This section is intended to provide an overview of the commands and movements used in these types of ceremonies and events.

Many of these may be beyond the capabilities or desires of the local jurisdiction, as they require a tremendous amount of effort and some financial investment to do them well. Having said that, there are a number of fire service honor guard units located throughout the state of Minnesota. The Minnesota Fire Service Foundation can assist with identifying resources near you.

MILITARY PRECISION AND COMMANDS

During presentations and ceremonies there are certain positions and movements that are displayed as a symbol of respect and honor. In order to get a group to conduct the same position or movement at the same time, someone has to call the group to order. This is known as "Calling the Orders" and it is usually done by a designated "Honor Guard Commander."

In most cases our organizations are able to plan who will be the person calling the orders during the event. It is best to have someone located in an area where they can be clearly heard by the other members assigned to the event. It would also be wise to have someone calling the orders who understand the positions they will bring the group to and when to call the orders. Finally, the Honor Guard Commander will adjust their volume based upon the event and surroundings. For example, the volume used to direct a color guard unit,

posting colors at an outdoor event, will be very different that the volume used to exchange the guard at a casket during a visitation.

The fire service is to use the military standard of "calling orders" as a two-part command; with the first referred to as the preparatory command and the last being the command of execution. The following is a list of the common commands, separated into the preparatory and execution components for illustration:

- Attention (Atten…..tion)
- Present Arms (Present…..arms)
- Order Arms (Order…..arms)
- Right Face (Right…..face)
- Left Face (Left…..face)
- About Face (About…..face)
- Parade Rest (Parade…..rest)
- At Ease (At…..ease)
- Dismissed (Dis…..missed)
- Forward March (Forward…..march)
- Halt (Detail…..halt)



There are several non-military commands that are used in the fire service for various honor guard details. The need for these commands is rooted in the fact that most fire departments do not work these details often enough for the team to execute movements without verbal commands. These commands can be found throughout the balance of this section.

Modification of these commands or additional commands developed locally, are acceptable so long as they are well communicated with the honor guard detail.

The ways in which the preparatory command and command of execution are paired together are done so in order for the members to know what command is coming. You will notice that each of the preparatory commands is unique. This allows a moment for the members to process the order, knowing based upon the preparatory command, what command of execution is being ordered. A more detailed look at each command follows.

Attention – When an order is calling you to "Attention", the order will bring you to your feet with your arms relaxed along the side of your body, heals together with your toes at a 45 degree angle. Your hands should be cupped (not clenched), and you should be looking forward. Your thumbs should hand along the out-seam of your pants, with the back of your hand facing out to each side.

This is the first position of movement that will lead to other movements such as "Present Arms", "Order Arms", "March", and so on. In some cases you should not go to other positions unless you come to attention first. When in the position of attention movement is limited unless you are ordered to "March".

During long presentations this position can become uncomfortable. Be sure to keep your knees bent. At this time, there is no talking until ordered to "Rest".

NOTE: When called to the position of attention during the presentation or retrieving of the American flag, you are to face the flag. If there is no flag in sight but music, you face the music.

Present Arms- While in the position of attention an order to "Present Arms" can be called. At that time, you will present a salute using your right hand. The salute will be held until "Order Arms" is called. At that time your right hand will fall naturally to your side and you will go back to the position of attention.

We will use two distinctly different methods for presenting arms, based upon the circumstances. For funeral elements and other events that dictate a more solemn or ceremonial salute, a slow, four-count salute will be used. And upon the command to "order arms' the same four-count ordering of arms will be used. For the presentation of colors, we will use more of a "snap" salute to both present and order arms. Members will know the intended salute based upon the cadence of the Honor Guard Commander. If he/she draws out both the preparatory command and command of execution, he or she desires that the group render a ceremonial salute.

Salute- The history of the salute dates back to the roman days. During battle it was common to present your right hand to show that you did not bear arms when approaching another. It has also been used as a kind gesture to tip your cap with your right hand to say hello. The meaning of the salute has changed over the years; today it is a sign of respect for the individual or item that you are facing.

When a salute is presented, the wrist should be straight and in-line with your forearm, not bent. The fingers should be together with your thumb tight to your hand and slightly turned into the palm. Your index and middle finger should be lightly resting in the bill of your cap (if wearing one) or at the corner of your right eyebrow as if shading your eyes. Your hand is slightly rotated downward so as not to expose the palm of your hand.

Order Arms – When "Order Arms" is called your right hand should naturally fall to its side and you will go back to the position of attention. As described above there are also two methods for ordering arms. In all cases the ordering of arms will be done with the same cadence that the present arms order was issued.

Parade Rest- From the position of attention, "Parade Rest" may be called to allow you to move into an informal position that looks uniform. The military uses the position indicated in the picture to the left with your arms behind your back with your hands in the small lumbar area of your back. Your feet will spread shoulder width apart. This is a formal position and no talking is allowed. You cannot salute or move from this position unless you are first brought to the position of attention or allowed to be dismissed.



This position can be very uncomfortable for members who do not routinely use it. Therefore, the recommendation is that when ordered, members would assume the same stance and hand position but place their interlocked hands over their belt buckle.

At Ease – The "at ease" position is relaxed. In this position, you are typically standing in a formation but allowed to talk freely.

Honor Guards

Dismissed – An order to dismiss is intended to release the detail from formation and allows members to move about freely. All units should be dismissed from a position of "attention." Upon the order to dismiss, all members will take one step backwards, beginning with their left foot, then execute an "about face" and immediately disperse.

Facing Movements – Facing movements include the order to turn left, right or to execute an about face.

All facing movements require practice in order to execute them with military precision. Left and right face commands will be executed with a "pivot" movement as outlined below.

- Left Face: From a position of attention, while maintaining posture, pivot on the left heel and right toe, 90 degrees to your left. Then bring the right foot up to meet the left foot.
- Right face: From a position of attention, while maintaining posture, pivot on the right heel and left toe, 90 degrees to your left. Then bring the left foot up to meet the right foot.

An "about face" is always executed in a clockwise motion. It is accomplished by taking the right foot and planting the right toe behind and a little to the left of the left heal, and then pivoting on the right toe and left heel. Several attempts should be made to establish the correct placement of the right toe so that upon rotation the member comes to a position of attention with their heels together and their toes at 45 degree angles.



Marching – as surprising as it may seem, marching, in and of itself, is fairly complex and includes the ability to march;

- In a single column
- Two to seven abreast (shoulder to shoulder) when presenting colors
- Two to twenty in "dress-right-dress" or "dress-left-dress" formation
- On the half-step
- Side stepping (for casket movement and flag folding ceremony)
- Making corners and
- While carrying a casket



For most of our ceremonies the local jurisdiction need not invest an inordinate amount of time in each of these, as most are used very rarely and when needed, it is likely that an Honor Guard Team, who has practiced together, would be utilized.



It is important to remember that all marching will begin with the left foot. When two or more members are marching in a single column they should be positioned one arms-length apart and all should simultaneously begin to march upon command.



EDITORS NOTE:

Detailed videos of each of the commands and movements can be viewed from the MN Pride & Honor website.

Some of the more common fire service honor guard duties include:

- Casket Detail
- Vigil Standers
- Presenting Colors
- Posting Colors
- Flag Presentation
- Bell Ceremony

Below is a detailed description of each and is provided in order for the local jurisdiction to understand the requirements or complexity. It is recommended that before attempting any of these details, the local jurisdiction should identify a qualified instructor to lead the department through the detailed explanation and coordination of the commands and movements. The Minnesota Fire Service Foundation has a number of instructors around the state that can assist with this training.

Casket Detail – Often referred to as pallbearers, this team of firefighters would be responsible for all aspects of moving the casket. This includes into and out of the funeral home and church as well as transporting the casket to the grave site. This is usually a six or eight person team and is practiced in marching on the half-step and making turns. Many times the casket will be supported by a "casket truck" which allows the casket to be rolled. It is not usually used outdoors, except on paved surfaces. Regardless of the level of training, a local jurisdiction who desires to take responsibility for the casket movement should be mindful that all movements of the casket should be "feet first."



Vigil Standers – We refer to this as the posting of the guard at the head of the casket or at both the head and feet of the casket. A single or double guard can also be posted at an urn containing the remains of a fallen firefighter. We post a guard at visitation and funeral events. The common practice is to post the initial guard 15 minutes prior to the doors being opened to the public and to replace/maintain a guard until after the public event has ended.



One exception is that if a visitation or viewing takes place prior to the funeral service, the guard is relieved during the time actual funeral service. Immediately following the "church" service the honor guard should assume their position to move the casket or repost the guard if the casket/urn is not being moved.

Honor Guards

As part of relieving the final guards at the end of the visitation or just prior to the funeral ceremony, a "final salute" should be rendered. This can be accomplished in a similar exchange as that which took place to replace the guards. During the final "exchange" the same two or three person team approached the caskets, but instead of exchanging the guard, the guards being relieved get oriented so that all three or five members are facing the casket. Once this is accomplished the commander gives the command for the final salute and then all five retreat.

If the casket is to be loaded into the hearse and there is going to be a delay before proceeding to the cemetery, an honor guard detail should be posted alongside or around the hearse.

Chapter 12 of this guidebook includes floor movements for the Vigil Standers team.

Presenting Colors – We distinguish "Presenting Colors" from "Posting Colors." Presenting Colors is the act of bringing the United States flag, and others as desired and appropriate into a room or event for the purpose of reciting the Pledge of Allegiance and with the intent of departing with the flags immediately thereafter. This is often seen during the opening moments of sporting events.



An Honor Guard detail of three to ten can be arranged for the purpose of presenting colors. Because of strict protocols regarding the positioning of the United States flag moving in and out of a room or arena, the honor guard may need to have sufficient practice in a variety of marching disciplines including "left and right wheel" marching.

Typical honor guard commands used during the presentation of colors include:

- Various marching, halting and turning commands.
- Present…..Colors – this orders honor guard members to "dip" or lower all flags besides the US flag to 45 degrees during the National Anthem or Pledge of Allegiance.
- Order…..Colors – returns all "dipped" flags to their upright position for movement.
- Reduce…..Colors – used to lower all flags together in order to pass through and under a door threshold.
- Raise…..Colors – used to return all flags to their upright position.

Posting Colors – We distinguish posting of colors as the act of bringing in the United States flag, and others as desired or appropriate, and posting them in bases to be left in a room or on an event site for the duration of the event. An impressive posting of colors includes outstanding military precision, excellent marching capabilities and a superb grasp on proper flag protocols.

Typical honor guard commands for posting colors include:

- Various marching, halting and turning commands.
- Reducing and raising colors.
- Prepare to Post the Colors – orders all members in the detail to move their left foot forward to rest on the flag base and to position the bottom of the flag staff in the top edge of the base cup with the flag staff at approximately 60 degrees.
- Post the Colors – orders all members in the detail to raise the flag staff upright and to settle the staff into the base.
- Re…..cover – orders all members to a position of attention, following the posting and proper draping of the colors.

Flag Folding & Presentation Ceremony – For the purposes of this guidebook, a flag folding and presentation ceremony is defined as the ceremonial act of properly folding the United States flag that has been draped over a casket and presenting it to the Fire Chief or his/her designee for presentation to the next of kin. This is an impressive addition to any firefighter funeral but like the other honor guard details requires a high level of competence and military precision in order for it to create the desired impression.

Typical honor guard commands for flag folding and presentation include:

- Various marching, halting and turning commands.
- Prepare to raise the Colors – orders all members to take hold of the hem of the flag along both sides of the casket.
- Raise the Colors – orders flag to be raised flat over casket.
- Ready…..Fold – orders the flag to be folded length-wise.
- Ad…..just – orders honor guard members opposite the field of blue to move hands down to the center fold and take hold of the flag.
- Re…..cover – returns vertical folded flag to flat orientation.

Additional details regarding the proper way to fold a flag see Chapter 1, page 6; the presentation script is presented in Chapter 12, page 59.





Bell Ceremony – The Bell Ceremony is discussed in more detail later in this guidebook. The role of the honor guard is usually one or two members who will perform or assist with the ceremony. It makes a very impressive service to have a dedicated honor guard member stand by the bell during the reciting of the history and acknowledgment of the fallen firefighter and then methodically toll the appropriate number of rings.

Additional information regarding the Bell Ceremony can be found in Chapter 3 and scripts for the Bell Ceremony can be found in Chapter 12.

The development and use of an honor guard at your events can be an impressive display for family members and the public. Any fire service organization who desires to establish one is encouraged to commit themselves to the utmost in professionalism and military precision and to seek the best training available. Many departments have turned to their local military reserve post for assistance.

Sunglasses – the wearing of sunglasses, by an Honor Guard, should be done rarely and with extreme caution. A poorly executed sunglasses policy could be a significant distraction and dilute the effectiveness of a well-dressed and well-prepared team.

The Guard at the Tomb of the Unknown Soldier wears sunglasses at all times when on duty, although they exclusively perform outdoors. Following their lead, we offer these recommendations:

- Sunglasses should only be considered for outdoor activities and events
- Sunglasses should only be worn for ceremonies where the anonymity of the guards adds to the ceremonial reverence. (i.e., casket detail or flag folding)
- The entire detail should wear them or no one should wear them
- The sunglasses should all match identically (brand, style, color), and they should be very simple and conservative in their appearance.

Notes:

Chapter 5 Line of Duty Injuries.pdf

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Line of Duty Injuries

DEFINITION

For the purpose of this guide, a line of duty injury is an injury that occurs while on duty and requires transport to a medical facility. It may or may not result in being admitted or held for an extended period of time.

Public Safety entities have long accepted and stepped up to their duty regarding line-of-duty death, however it has not been as strong in recognizing the need to consider various support services in connection to a line-of-duty injury.

FAMILY SUPPORT

It is important for public safety entities to recognize the need to provide support during the time of injury. This may be for a relatively brief period of time or for extended time periods. In this day of social media, the likelihood of family and friends hearing about or otherwise being informed of a fireground injury is significantly greater than anytime ever before. Word of an injury, without specific, factual details can be very unsettling for family members.

Chief officers are encouraged to establish policies that would formally provide notification to next of kin for all injuries requiring medical attention. Unlike line-of-duty death notifications that should be done in person, line-of-duty injury notifications should be made by phone.

Additionally, for injuries where the firefighter, is expected to be confined or physically incapacitated for an extended period of time, consideration should be given to other family support services such as, but not necessarily limited to;

- Assistance with younger children
- Assistance with home and yard chores
- Temporary meals assistance
- Transportation needs

TRANSPORTING THE LODI FIREFIGHTER

Any firefighting personnel that are transported to a medical facility should have an escort. If the injury appears to be relatively minor the escort should be sent in a separate vehicle in order to be available to provide return transportation of the injured firefighter back to the station.

All injuries that are more serious in nature should have an escort accompany the injured in the ambulance and should be prepared to remain with the injured until their condition has been upgraded to stable or they have been released to go home.

The escort serves not only the injured but receives the family upon their arrival and provides an update along with any needed family support.

Notes:

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FAMILY SUPPORT

If a firefighter is to remain hospitalized for an extended period of time consideration should be given to an around-the-clock detail. This type of support is more appropriate when the injured;

- remains unconscious
- is in a medically induced coma
- considered in serious condition
- condition has deteriorated since the injury

This detail can be less formal than a traditional honor guard detail and often times the assignment of a single firefighter to stand vigil provides the support and respect desired. Usually, a single firefighter standing at the hospital can demonstrate our commitment and serve the family. It can provide critical support to the family who is likely to stay with their injured loved one, can provide timely updates to the Fire Chief, including requests for assistance and shows a tremendous amount of concern and respect as we care for our own.

Extended details should be divided into shifts of three to four hours and should continue until such time as the injured has;

- regained consciousness and/or
- their condition has stabilized or has been upgraded to “serious but stable” or better

Notes:

Chapter 6 Line of Duty Deaths.pdf

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FUNERALS OVERVIEW

> ***"In order to know a community, one must observe the style of its funerals and know what manner of men they bury with most ceremony."***
> ***(Mark Twain)***

Over the next several chapters, we will present a number of funeral related topics and references to assist you with a variety of types of funerals and to help you understand the various elements contained within each of those funeral services. The primary areas covered include;

- Line of Duty Deaths (Chapter 6)
    i. This guidebook does not attempt to replicate all of the great work done by various state and national organizations whose mission it is to support departments and families that experience a line of duty death. This guidebook will attempt to present some dilemmas and recommendations around some line of duty death topics you may not otherwise contemplate.
- Types of Funerals (Chapter 7)
    i. In this chapter we identify and categorize funerals into several groupings for the purpose of standardizing our approach and for improving communication when making regional or statewide funeral announcements. This is presented in a series of matrixes that identifies which funeral elements might be appropriate with which funeral type. It is within these matrixes that we also propose a method for standardizing the types of funerals and circumstances where we would wear a mourning band.
- Funeral Elements (Chapter 8)
    i. In this chapter we present each funeral element and describe it and depict it in one or more pictures. Where needed we identify resources for obtaining the element and where appropriate we identify the manner in which the element is most often used.
- Funeral Planning (Chapter 9)
    i. The funeral planning section is designed to give our departments a template to begin the process of planning a funeral. Sample outlines are presented that give you a starting point for pulling together an organizational structure, order of service or processional line up. The documents presented are just one of many ways to accomplish the task of funeral planing.

In addition, there are various other sample documents contained in the resource section as well as on the website. Finally, the Minnesota State Chief's Association and the Minnesota Fire Service Foundation is prepared to assist you with your funeral planning needs.

As previously indicated there has been a tremendous body of work completed by several outstanding organizations regarding Line of Duty Deaths (LODD) and ceremonial protocols for funeral services. This section is intended to augment the work previously done and to give the AHJ some additional insights with regard to handling a line of duty death.

LINE OF DUTY DEATH BENEFITS VS LINE OF DUTY DEATH FUNERAL

One distinction that a chief needs to understand is that the concept of line-of-duty death benefits and line-of-duty death funerals are related but not interdependent. In other words, regardless of the circumstances the AHJ can choose to host a complete LODD funeral for any cause of death, although we hope this section gives you pause before doing so in every case. Additionally, the type of funeral and the methods and means by which the death was announced or communicated has nothing to do with the family's eligibility for benefits. These are two separate, but related, items.

Line of Duty Deaths

Let's first take a moment to comment on LODD benefits. This manual is not intended to replace the resources available to assist with the eligibility and claims processing requirements of either the state or federal public safety officer benefit program. The last section of this manual has a variety of resources that are positioned to assist the local jurisdiction and family of the fallen in the application for benefits.

Having said that, there are three "official" definitions or criteria for a LODD death; authored by the NFPA, IAFF and the Department of Justice-PSOB Office.

NFPA's Criteria

Each year, the NFPA collects data on all firefighter fatalities in the United States that resulted from injuries or illness that occurred while the firefighters were on duty. The purpose of the study is to analyze trends in the types of illnesses and injuries resulting in deaths that occur while on duty or the job. The annual report details the inclusion criteria.

- The term on-duty refers to being at the scene of an alarm, whether a fire or non-fire incident; while responding to or returning from an alarm; while participating in other fire department duties such as training, maintenance, public education, inspections, investigation, court testimony or fund raising; and being on call or stand-by for assignment at a location other than at the firefighter's place of business. Fatalities that occur at a firefighter's home may be counted if the actions of the firefighter at the time of injury involved firefighting or rescue.

- On-duty fatalities include any injury sustained in the line of duty that proves fatal, and any illness that was incurred as a result of actions while on duty that proves fatal or fatal mishaps involving non-emergency occupational hazards that occur while on duty. The types of injuries included in the first category are mainly those that occur at a fire or other emergency incident scenes, in training or in crashes while responding to or returning from alarms. Illnesses(including heart attacks) are included when the exposure or onset symptoms occurred and were in evidence during a specific incident or on-duty activity.
- The victims include uniformed members of local career, volunteer, combination, contract and private fire departments; seasonal, full time and contract employees of state and federal agencies who have fire suppression responsibilities as part of their job description; prison inmates serving on firefighting crews; military personnel performing assigned fire suppression activities; civilian firefighters working at military installation and members of industrial fire brigades.

- Fatal injuries and illnesses are included even in cases where death is considerably delayed. When the onset of the condition and the death occur in different years the incident is counted in the year of the condition's onset. Medical documentation specifically tying the death to the specific injury is required for inclusion of these cases in the LODD criteria.

IAFF Criteria:

- Any death of an IAFF member where the deceased member's family would be eligible for a line-of-duty death benefit under the regulation of the U.S. Public Safety Officer's benefit program.
- Any death of an IAFF member that has been determined to be line-of-duty death by his or her local fire department or employer.
- Any death of an IAFF member where the member died of an injury or illness incurred while engaged in emergency or non-emergency duties on the job or as result of the job.
- Other cases where a local president makes a formal request to the General President, who will evaluate the circumstances surrounding the death of the IAFF member and make a determination based on the facts. Such cases could include the death of an IAFF member resulting from an injury or illness incurred while performing fire fighting or emergency medical duties as a "Good Samaritan" while off duty, or other similar circumstances.

PSOB Criteria:



- Federal, State and local firefighters all deemed Public Safety Officers whose deaths are the direct and proximate result of a traumatic injury sustained in the line of duty.
- Federal, State and local public rescue squads and ambulance crews.
- Deaths of firefighters from injuries, heart attacks or illnesses documented to show direct links to a specific emergency incident or department mandated training activity.
- Deaths of fire fighters meeting the Department of Justice's PSOB program guidelines, and those cases that appear to meet the guidelines whether or not PSOB staff has adjudicated a specific case.
- Employees of the Federal Emergency Management Agency and state, local and tribal emergency management and civil defense agency employees working in cooperation with FEMA are considered to be public safety officers under the PSOB program, provided they were performing official, hazardous duties related to a declared major disaster or emergency.
- Chaplains serving as an officially recognized or designated member of a legally organized volunteer fire department or legally organized police department, or an officially recognized or designated public employee of a legally organized fire or police department who was responding to a fire, rescue or emergency.
- The Hometown Heroes Survivors Benefit Act of 2003 expanded the Federal benefit to include heart attacks or strokes while engaged in non routine stressful or strenuous emergency response or strenuous physical activity. This included deaths while still on duty or with in 24 hours.

Note: Some death cases will be excluded from LODD consideration, such as deaths attributed to suicide, alcohol or substance abuse, and other gross abuses.

SHADES OF GREY

Notwithstanding slight differences in the definitions outlined above, consideration should be given to the idea that not all line-of-duty deaths should be treated the same. Although the types of deaths that might be eligible for benefits includes a wide variety of circumstances, the local jurisdiction is encouraged to consider their options carefully during the funeral planning phase.

Consider two fictitious fire related line of duty deaths, both the result of a heart attack.

Firefighter John enters a burning structure fire on the report of children trapped inside. Shortly after entering the building a partial roof collapse falls in on John and he receives second degree burns on his arms and shoulders. He makes his way to a bedroom where he finds two scared, but alive children, hidden in the closet. He retrieves them, covers them and exits through the burning home, out the front door and hands them to a waiting medic. He collapses in the front yard and despite best efforts he succumbs.

Firefighter Joe, on station an hour following an EMS run where a large patient with non life-threatening injuries is carried down stairs. Joe loses consciousness while watching TV. Despite best efforts he too succumbs.

In both of the previous scenarios, the firefighters would have met the definition of a line-of-duty death and rightfully so would likely receive state and federal benefits. However, as the AHJ you may want to consider the implications of offering the exact same funeral to both firefighters. If firefighter Joe has passed first and his funeral included all of the elements of a LODD funeral, how would you distinguish firefighter John's funeral given the additional element of his heroic act despite having been personally injured.

As you consider how to implement this guide within your local jurisdiction, it may be appropriate to consider two or more classifications of a LODD funeral. You may wish to consider;

- LODD occurring during an act of saving a life
- LODD occurring after a traumatic injury incurred during an emergency response
- All other LODD

Using the various matrixes that we have provided you may wish to designate certain elements only for traumatic injury or death resulting from the saving of a life.

Even without a department-wide awards program you can honor a traumatic, or life-saving LODD with the awarding of a Medal of Honor posthumously. Generic fire service medals are available from various online stores.

DECLARING A LINE-OF-DUTY DEATH

If a firefighter dies in the line of duty, the local jurisdiction and the fire service in general should feel a deep sense of responsibility to handle the planning and execution of the funeral. In addition, and even more importantly, should be our role to support the family and department. If there is any possibility that an active firefighter's death may be declared a LODD, the planning for such a declaration should begin immediately.

This type of funeral, if done well, requires a significant amount of resources; resources that most communities do have not. In many cases, the line of duty funeral may be the first funeral that a local jurisdiction has been required to plan. It is also critical to understand that a well done LODD funeral will take several days to plan and will require a very tight coordination between the local jurisdiction, the family, the funeral home,

church, cemetery and fire service. The Minnesota State Chief's Association and Minnesota Fire Service Foundation have expertise that can be deployed with just a few hours' notice.

The actual "declaration" may come in a few stages. First, given the circumstances of death and how well those circumstances align with the various definitions of a line-of-duty death, the local jurisdiction, with or without the help of the State Fire Marshal and State Chief's may declare the death a line of duty death. The local jurisdiction could also "declare" the type of funeral it intends to host for the firefighter.

These local "declarations" would be separate and apart from any "declaration" by the State of Minnesota, the National Fallen Firefighters or The Department of Justice for the purpose of having the firefighter honored at Emmitsburg or for having benefits paid. Finally, there will be an independent "declaration" that will lead to the firefighter being honored at the state's Fallen Firefighter Memorial weekend, the last Sunday in September.

Each of the organizations listed here desire to see to it that every legitimate line of duty death is properly recognized and that no illegitimate request is accepted. This is paramount to preserving the honor and dignity of a firefighter who pays the supreme sacrifice.

NOTIFICATIONS FOLLOWING A LINE-OF-DUTY DEATH

The most difficult task that any fire chief will face in his/her career is notifying the next of kin of a line-of-duty death. The difficulty is exacerbated by the fact that notification should be done in person and as soon as possible, oftentimes leaving the chief little, if any, time to prepare.

Earlier in this guidebook we suggested that line-of-duty injuries should be communicated by phone and we make that recommendation for a very specific reason. A fire department vehicle pulling up to a private residence while that firefighter is on duty is going to signal a tragedy. This method of notification should be reserved for a line-of-duty death in order to avoid undue stress on the family following an injury and to enable the fire department leadership to render immediate support following a death.

We also highly recommend that the chief officer be accompanied by the family's pastor or a member of the local clergy who can provide spiritual support.

A Line of duty death will bring a myriad of agencies into your jurisdiction. Assigning a liaison that can assist you will be key in terms of keeping up with a variety of requests for information. OSHA, NIOSH and others will likely schedule visits within days, if not hours, of the LODD.

Beyond local notifications including but not limited to family of the fallen, city leadership and department members not present, you should immediately notify both the State Fire Marshal's office as well as the State Fire Chief's Association. These two calls will start a process that will result in as much or as little help as you desire. Among the resources that every jurisdiction is encouraged to use are the state's LAST and FAST teams. Contact information for each of these organizations can be found in Chapter 11.

Everything that happens immediately after a line-of-duty death affects the way the family, the department, and the community recover from the loss. Lack of resources and planning often adds to the confusion and pain that occurs. Through a collaborative effort with the Department of Justice, the National Fallen Firefighter

Foundation has developed resources and training to help establish state and regional Local Assistance State Teams (LAST) to assist in the event of a line-of-duty death.

The primary objective of the LAST team is to provide assistance and comfort to the family and department after a line-of-duty death and to help with filing for Federal, state and local benefits. Since October 2006, more than 250 fire service personnel and survivors across the country - in 48 states and the District of Columbia - have been trained to serve on the LAST teams in their state in the event of a line-of-duty death. For more than a decade the State Fire Chief's Association has made available a Fire Chief's Assistance and Support Team (FAST). MSFCA's FAST Teams were developed as a result of the 1997 Red River flooding that occurred in Northwestern Minnesota. The devastation seen during that natural disaster, resulted in the need to provide support to the communities that were directly affected. In many of the requests, we found a need to reestablish, or sustain essential services like fire response.

The MSFCA saw this as an opportunity to assist its members and the Minnesota fire service. We have established a team of fire service professionals that can respond anywhere in the state when requested and help fire chiefs in Minnesota. The team can provide an "unaffected" assessment of the department's needs, help the local fire chief staff a 24-hour a day operation for an extended period of time, and find resources needed to help get the department, and the community, up and running again.

All of the services provided by LAST and FAST are done so without incurring fees to the local jurisdiction. It is expected that the local jurisdiction would do its best to provide housing and meals for deployed team members.

TRANSPORTING A FALLEN FIREFIGHTER

The loss of a public servant in the line of duty will have a tremendous toll on your organization. Regardless, there remains a responsibility to "take care of our own." In the heat of the moment, one item often overlooked is the task of moving the fallen servant.

At all times the process of moving the fallen should be done with the highest regard for honor and dignity. A public servant killed in the line of duty may have to be moved several times before being moved to his/her final resting place.

- From injury site to hospital or morgue
- From hospital or morgue to funeral home
- From funeral home to church or visitation location
- From church or visitation location to cemetery
- Others

In some cases, due to personal wishes of the fallen or their family, the body of your fallen may need to be transported across state lines and or by air cargo.

Each of these movements should be choreographed to the extent possible. In most cases, and for most transfers, consideration should be given to providing an agency escort (fire truck, command vehicles, etc.) and when possible coordinating with other public safety agencies to assist along the route of travel as needed. This is critical particularly during a transfer where the family plans to be present. In some cases the posting of an Honor Guard should be considered. The airlines will often make accommodations for a single Honor Guard member to accompany a fallen public servant to their home.

Contact the State Chief's Fire Chief Assistance Team (FAST) for additional information and assistance in coordinating the movement of a fallen firefighter.

DUAL AND TRIPLE ROLE DEATHS

Oftentimes our public servants serve in more than one public safety agency. The combination of firefighting, law enforcement, emergency medicine and active military can result in funeral that may have a combination of elements appropriate for each type of agency the individual served.

In some circumstances, the nature of the death will dictate which agency will have a leading role in the planning and execution, along with key funeral elements, of the ceremony. For example a part-time firefighter, active military reservist who dies in the line-of-duty while serving as a full time police officer would be afforded a full honor law enforcement funeral. In this case, members of the fire department may pay honor with a Bell Ceremony graveside and/or the military unit that the deceased belonged to may provide a three volley salute or present colors. If the member dies in the line-of-duty with one of the other agencies, then that agency would likely take the lead role in planning the funeral.

When a n active member of two or more agency types dies in a non-line-of-duty death, then the agencies will need to work closely with the family to determine which funeral elements are desired and from that point work together to determine the Order of Service and funeral element placement.

TAKING CARE OF OUR OWN

Taking care of our own is a phrase that is nearly synonymous with the fire service. In the context of this chapter it takes on a very important concept. Any organization that experiences a line-of-duty death, or even a debilitating injury, of one of its firefighters is going to find itself in the midst of turmoil, high emotions and a variety of psychological needs. This is not the time to roll down the overhead doors and weather this storm alone! Following a traumatic injury or line-of-duty death the department leadership should immediately consider:

- The general psychological health of the organization and its ability, short term, to respond to calls and protect the community.
- Scheduling a debriefing and utilizing a professional critical incident stress management intervention to assist the organization in processing the event.
- Activating your department Chaplain or developing a relationship with local clergy to assist members who need additional help processing the event.
- The need to be attentive to post-traumatic-stress-disorder oftentimes manifested as abnormal behavior and/or an unusually quiet, reserved or withdrawn demeanor.
- The impact the event might be having on family members of the surviving firefighters. Remember that they too are ours to take care of.

This guidebook was designed to help you respond to one of these events but it is not much different than any other tool on your apparatus. If you don't train with it you may not use it effectively if the time comes. Among our recommendations:

- Review this guidebook with your staff and decide now how you will implement the recommendations.
- Review this guidebook and all of your local policies annually to make certain that they have kept up with the organization.
- Finally, consider training for a funeral. Really! We train for all kinds of events that we pray never

happen. Many of the things we train for won't happen in our lifetime, yet we know the importance of being ready. Are you ready for a traumatic injury or line-of-duty death?

A DISCUSSION REGARDING ACTIVE FIREFIGHTER DEATHS WITH "ETHICAL DILEMMAS"

As an industry we are certainly not immune from deaths where the circumstances have been complicated by;

- A firefighter dying during the commission of a crime
- A damaged relationship that results in a murder of the firefighter or a murder/suicide where the firefighter has killed and then ends his/her own life
- Alcohol or drug overdoses, accidental or intentional
- Suicide as a result of depression, financial problems and the general lack of hope
- An act of terrorism

It goes without saying that these types of circumstances create significant challenges for the organization in terms of coming to grip with the circumstances and all of the emotional questions and reactions that we would all have following one of these events.

From a funeral planning and execution perspective, these can quickly become "lightning rods" for your organization as the department and community become divided over the circumstances and that spills into the thought processes for planning the funeral.

Many departments have reported that their ranks are spread out from "do nothing" to "host an LODD-type funeral" and everything in between. Trying to make rational decisions, after the event has occurred, is almost impossible. Andover, MN Fire Chief Jerry Streich shares a personal testimony regarding a similar situation from a former fire department.

A Discussion Regarding Active Firefighter Deaths involved in "Misconduct."
Jerry L. Streich, Fire Chief - Andover Fire Department



When an active firefighter dies either on duty or off, the Fire Chiefs role can become very stressful. The circumstances of the firefighter's death play a role in the decisions that need to be made. One of the most challenging decisions throughout this process will come if the firefighter died as a result of misconduct which could have resulted in criminal penalties and/or unethical engagement.

In 2009, after an extensive attempt to change the threatening behavior of a veteran "on-call" firefighter, I moved to terminate the employee. This enraged him and he began to direct threats towards me and my family. I remained vigilant about the need for this firefighter to "go;" knowing it was the right thing to do for the organization. As the process unfolded, the firefighter would get others involved telling them I was treating him unfairly. Several of them, took sides and turned on me as well. They felt they could do, say and act as they wanted because they had "seniority" and accused me of "picking on the veterans." What I knew about this veteran was that he had a violent past and was capable of harming others. And he did. In October of 2009, he came to the station to harm me. Fortunately, I was in the office with another employee which deterred his decision and he left without engaging me. Two hours

later, our department was dispatched to a double shooting at his home. He had killed his wife and then killed himself. Instantly and immediately, our world had changed and as the Chief, I felt unprepared. In the forty-eight hours that followed, I spent a tremendous amount of time wondering how to deal with the situation at hand. I did not recall any material in my studies of becoming a leader on dealing with murder-suicides and the decisions that needed to be made because of it. In the days that followed the incident, those who had taken sides came to know that they did not really know the person they thought they did for the past 20 years.

They did however; know that he was a veteran of the fire service and based on service, brotherhood and tradition felt compelled to hold a traditional firefighter funeral service for him. They asked if they could wear their class "A" uniforms and use apparatus in the service. And for the second time in just a few days, I felt unprepared.

My immediate reaction of the request was, "absolutely not!" But was that the right decision? My feeling at the time was based on emotion, not a procedure or policy. Who has a policy on how to handle a veteran firefighter who murders someone? I looked on websites, including the National Fallen Firefighters and called many other Chiefs in the area for advice. They too felt a traditional firefighter memorial was out of line but there was no standard. "It is up to the Chief."

After careful consideration and at the risk of further dividing the department, I said, "No" to hosting a firefighter funeral for him but felt drawn toward a different approach with his wife. She had been very active in law enforcement and was, after all, the victim in this circumstance. I allowed my staff to wear their uniform to her funeral. After all, she too had been part of our team for 20 years.

The lessons I learned through this experience have literally changed my life and the way I lead. In these types of cases, there are no rules and it would be impossible to develop rules that account for every situation. You have to do what feels right in your mind and spirit. In this case, the firefighter lost all his rights for any type of firefighter honor by killing another. This type of misconduct is unacceptable!

As I look back at the incident, I have several recommendations in handling firefighter deaths as it relates to misconduct. They include:

- Setting an expectation, before one of these events occurs, that these types of behaviors and misconduct are unacceptable.
- Setting an expectation that we honor firefighters who serve honorably and die tragically and accidentally.
- Be aware that there will be morale, ethical, and religious beliefs put into play. Your view may not be the view of others. Keep an open mind to assure your decision is based on sound judgment and not all emotion.
- Bring in a few people from the outside that can help you through the decisions. If they are not vested in the situation, they are likely to give you good information.
- Take care of yourself. Some of the situations that come to leaders are very complex: and can chew you up and spit you out. Never be afraid to ask for help!

Line of Duty Deaths

Being a firefighter is a daily commitment. It requires each of us to consistently consider how our decisions will impact others and in the context of this discussion how our decisions impact our own loved ones. When one does that with proficiency, they represent the honor, courage, and commitment that have always been the cornerstones of the fire service and they earn the right to be honored when they die.

EDITORS NOTES: This section was not written to take anything away from funeral for the line-of-duty deaths. Rather it is intended to give local jurisdiction context through which to consider various options dependent upon the circumstances.

Notes:

Chapter 7 Types of Funerals.pdf

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Much of the work completed by the committee focused on defining various funerals that a firefighter, police officer or EMS professional would either attend, host or would be asked to provide some type of service. In addition, due to the unique structure of public safety in Minnesota we have included recommendations that consider personnel, whether sworn or not, working for Minnesota Pipeline Safety and Minnesota Homeland Security and Emergency Management (HSEM).

The recommendations outlined in the various matrixes are offered so that the AHJ may consider the inclusion of various elements before the need arises and outside the context of the victim's service to the department and without the passion or emotion.

Due to a variety of differences, including but not limited to culture and tradition, we have defined types of funerals based upon the branch of service. With each branch and for each classification you will find a matrix (located later in this section) with the recommended funeral elements deemed to be appropriate, notwithstanding the discussion regarding LODD funerals in Chapter 6.

FIRE SERVICE:

We identified five classifications of funerals for the fire service.

- Active, LODD[1]
    i. Active duty firefighter who dies in the line of duty.
- Active, Non-LODD
    i. Active member of the fire department who dies off duty or in a non-LODD event.
    ii. The chart does not, in all cases, consider the appropriateness of each element as it relates to firefighters of vastly different lengths of service. Consideration should be given to developing local policy that defines elements for "newer" members vs "veteran" members.
- Retired[2]
    i. A retired member of your department.
- Retired Chief of Department
    i. A retired member of your department who at one time served as the Chief of Department.
- Active Non-Sworn
    i. An active member of your department serving as an inspector, investigator or reserve serving in a non-sworn capacity.

The second matrix presents seven (7) other funerals that a firefighter might attend. This matrix identifies the recommended services that your fire agency could provide for a funeral involving another public safety agency. This matrix is NOT intended to identify which of the elements that we believe are appropriate for these other public safety agencies. Rather, this matrix only identifies the services that a fire agency should provide.

There is a subtle distinction in the paragraph above. To state it another way, be believe that most of the elements may be appropriate for various public safety personnel funerals, however we believe it may be more appropriate for those individual disciplines to provide the elements and to "take care of their own." However, they may not be in a position to do so and as always we should do whatever we can to support each other.

Finally, the matrix includes two categories to provide guidance for providing fire department services to City or State elected or appointed Leadership (Mayor, Statutory Officers) as well as State or National fire service leadership (State Fire Marshal, US Fire Administrator).

Types of Funerals

Law Enforcement/Emergency Medical Services:

We identified three classifications of funerals for peace officers.

- Active, LODD
    i. Active duty peace officer who dies in the line of duty.
- Active, Non-LODD
    i. Active member of the police, sheriff or state patrol who dies off duty or in a non-LODD event.
- All Others

Minnesota HSEM and Office of Pipeline Safety:

We identified two classification of funeral for HSEM and Pipeline Safety personnel.

- Active, LODD
    i. Active duty personnel, whether or not sworn, acting in official capacity at an emergency scene or when deployed through the state EOC and who dies in the performance of their duty.
- Active, Non-LODD
    i. Active duty personnel who dies off duty or in a non-LODD event.

[1] Assume LODD did not include "ethical dilemmas" as discussed

[2] As each organization defines "retired"

Notes:

Types of Funerals

KEY
Reserved for LODD Funerals
Minimum for LODD Funerals

	FIRE DEPARTMENT PERSONNEL				
	LODD	Active Non-LODD (1)	Retired (2)	Retired Chief of Department	Active Non-Sworn
TYPE ----->	I	II	III	IV	V
AirCare Flyby	Yes	No	No	No	No
Bagpipes/Drums	Yes	Yes (3)	No	Yes	No
Bell Service	Yes	Yes	Yes	Yes	No
Bugler (TAPS)	Yes	Yes	Yes	Yes	No
Casket Detail	Yes	Yes	Yes	Yes	Yes
Crossed Ladders	Yes	Yes	No	Yes	No
Display of Colors	Yes	Yes	Yes	Yes	Yes
Display of Gear	Yes	Yes (3)	No	No	No
Display of Helmet	Yes	Yes	Yes (5)	Yes (5)	No
Engine Caisson	Yes	No (3/4)	Yes	Yes	No
Engine Siren @ Graveside	Yes	No	No	No	No
F.D. Eulogies	Yes	Yes	Yes	Yes	Yes
FF Prayer(s)	Yes	Yes	Yes	Yes	Yes
Flag Draped Casket	Yes	Yes	Yes	Yes	Yes
Flag Presentation	Yes	Yes	Yes	Yes	Yes
Last Page	Yes	Yes (3)	No	No	No
Present Gear, Helmet or Badge	Yes	No (3)	No	No	No
Presenting Colors	Yes	Yes	Yes	Yes	No
Processional	Yes	Yes	No	No	No
Releasing of Dove(s)	Yes	Yes (6)	No	No	No
Roof Siren	Yes	Yes	No	No	No
Sea of Blue/Uniforms	Yes	Yes	Yes	Yes	Yes
Station Bunting	Yes	No	No	No	No
Vehicle Bunting (10)	Yes	Yes (3)	No	No	No
Vigil Standers	Yes	Yes	Yes	Yes	No

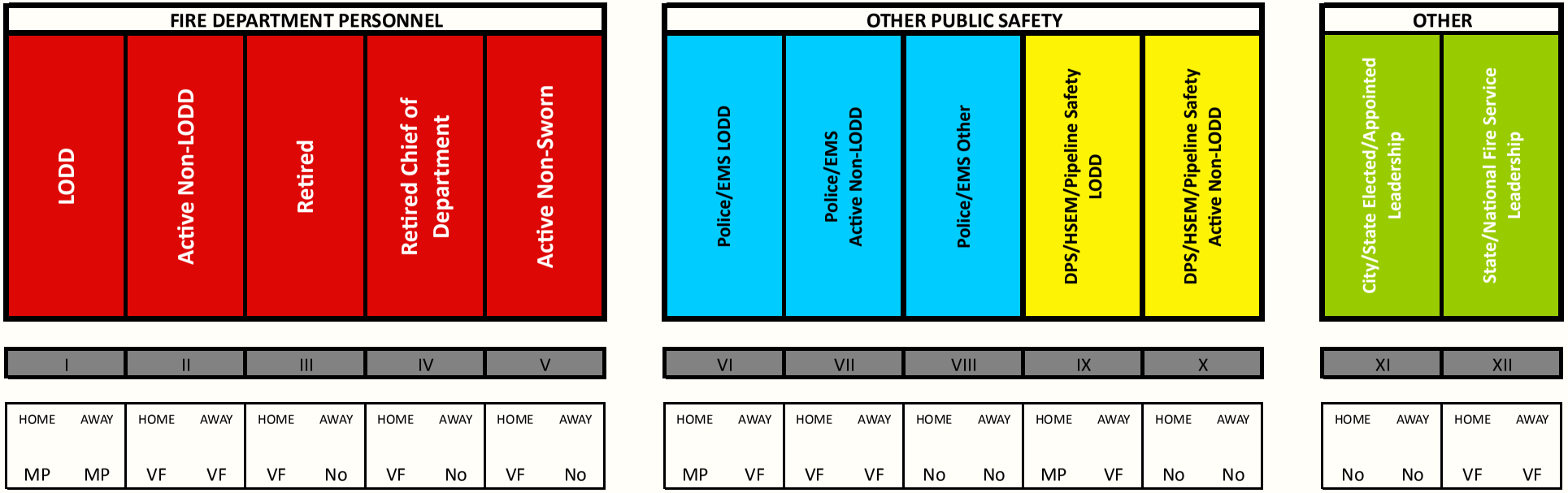
(Footnotes) on page 58

Non-Fire Funerals You are Asked to Provide Services For

Your Jurisdiction							Other Jurisdiction						
OTHER PUBLIC SAFETY					OTHER		OTHER PUBLIC SAFETY					OTHER	
Police/EMS LODD	Police/EMS Active Non-LODD	Police/EMS Other	DPS/HSEM/Pipeline Safety LODD	DPS/HSEM/Pipeline Safety Active Non-LODD	City/State Elected/Appointed Leadership	State/National Fire Service Leadership	Police/EMS LODD	Police/EMS Non-LODD	Police/EMS Other	DPS/HSEM/Pipeline Safety LODD	DPS/HSEM/Pipeline Safety Active Non-LODD	City/State Elected/Appointed Leadership	State/National Fire Service Leadership
VI	VII	VIII	IX	X	XI	XII	VI	VII	VIII	IX	X	XI	XII
Yes (9)	Yes	Yes	Yes	No	No (7)	Yes	Bugler	Yes (9)	Yes	No	Yes	No	No (7)	Yes
Yes (9)	Yes	Yes	Yes	Yes	Yes	Yes	Casket Detail	Yes (9)	Yes	No	Yes	Yes	Yes	Yes
Yes (9)	No	No	Yes	No	No	Yes	Crossed Ladders	Yes (9)	No	No	Yes	No	No	Yes
Yes (9)	Yes	Yes	Yes	Yes	Yes	Yes	Display of Colors	Yes (9)	Yes	Yes	Yes	Yes	Yes	Yes
Yes (9)	Yes	Yes	Yes	Yes	Yes	Yes	Flag Presentation	Yes (9)	Yes	Yes	Yes	Yes	Yes	Yes
Yes (9)	Yes	Yes	Yes	Yes	Yes	Yes	Presenting Colors	Yes (9)	Yes	Yes	Yes	Yes	Yes	Yes
Yes (9)	Yes	Yes	Yes	Yes	Yes	Yes	Sea of Blue	Yes (9)	Yes	Yes	Yes	Yes	Yes	Yes
Yes (9)	Yes	Yes	Yes	No	Yes (8)	Yes	Vigil Standers	Yes (9)	No	No	Yes	No	Yes (8)	Yes

(Footnotes) on page 58

Public Safety and Other Funerals You Attend



KEY TERMS	
Home - Deceased was a member of your jurisdiction	**MP** - Mourning Period; date of death through internment
Away - Funerals you attend in other jurisdictions	**VF** - Visitation & Day of Funeral

Types of Funerals

(1) See discussion on Ethical Dilemmas
(2) As defined by the local fire department
(3) Should be reserved for "tenured" or more senior firefighters
(4) May be considered for department Medal of Honor/Valor recipients
(5) If family has the member's original helmet
(6) Suggest 3-5 doves for line-of-duty, 1-2 for non-LODD
(7) Unless deceased was also active military or veteran
(8) Could consider a single guard to distinguish from firefighter funeral
(9) Will likely be provided by state law enforcement or EMS Honor Guard
(10) Consider only caisson engine for non-LODD; all local agency apparatus for LODD

Notes:

Chapter 8 Funeral Elements.pdf

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Funeral Elements

As outlined in the funeral matrix, each funeral will include a number of funeral elements. Some of the elements are reserved for line-of-duty-death funerals only while others are recommended based upon best practices or with the expressed purpose of designing a funeral that is most appropriate for the type of funeral.

This section offers a detailed explanation, along with pictures, of each funeral element. When possible, a little history or culture has been included and in other cases the correct placement of the element in the funeral or the acquisition of the element has been provided to assist with funeral planning.

FLAG PRESENTATION



The presentation of the United States flag to the next of kin can be a very memorable token of appreciation. This is usually done once the casket has arrived at its final resting place or near the close of the service if there is no grave-side ceremony. Although usually reserved for public safety and military personnel, the US Code includes no prohibition that would prevent any US citizens from having a flag draped casket.

We refer to a "flag presentation" as the act of presenting a properly folded flag to the next of kin. The flag is usually presented to the next of kin, in the following order;

- Spouse
- Oldest Son
- Oldest Daughter
- Father
- Mother



The presentation should be made by the ranking fire department officer in attendance and is accompanied by words of appreciation for the deceased's service. If draped over the coffin the flag is presented immediately following a flag folding ceremony. Otherwise the flag may be pre-folded and presented during the service.

When presenting the flag to the next of kin, the Fire Chief or designee should recite the following (modified for local conditions);

"Sir/Ma'am, this flag is presented on behalf of a grateful nation/community as an expression of our appreciation for the honorable and faithful service rendered by your loved one/Title and Name."

CAISSON



The custom of using a caisson to carry a casket had its origins in the 1800s when horse-drawn caissons that pulled artillery pieces and ammunition to the front also doubled as a conveyance to clear fallen soldiers from the battlefield.

Funeral Elements

The use of a fire engine, or horse-drawn carriage, in place of a hearse, to transport the casket between the funeral home, church and cemetery. The engine hose bed is stripped of hose in order to make room and a method for securing the casket in place is derived. The engine is usually draped with bunting (see definition) and will take up a position near the lead of the processional.



Although depicted here, NFPA 1500 includes no exception for riding on the exterior of an apparatus for parades or funerals.



VIGIL STANDERS

Honor Guard or fire department members who are assigned the task of standing "watch" at the head and foot of the casket or urn during the visitation and/or funeral ceremony. They may also be posted at each side of a table displaying an urn containing the remains of the deceased. Vigil Standers assume a military position of "attention" and may hold a ceremonial fire department axe. Vigil Standers are relieved of their duties and replaced with other members every 15-20 minutes. Vigil Standers should be posted beginning 15 minutes before the visitation or funeral and should remain until 15 minutes after the ceremony or until the casket/remains are moved.



BADGE SHROUDS

Badge Shrouds are thin black bands of material that wrap around the center portion of the badge. Often made from strips of elastic the shroud should be worn horizontally across the badge. Most badge shrouds are 1/2 inch to3/4 of an inch wide. Shrouds are available with and without a thin red line through their center.

BELL CEREMONY

A traditional Bell Ceremony is a ceremony that pays honor and respect to the deceased through the symbolic use of a bell to ring the deceased's last alarm. It is usually performed near the end of the ceremonial proceedings and may be done in the funeral home or church or during the graveside portion at the cemetery. Over the years a number of bell ceremonies, which differ only slightly, have been developed and used. This guide includes versions of the Bell Ceremony in chapter 12.



Notes:

PROCESSIONALS



As used in the manual a processional is the alignment of vehicles and the ceremony of moving from the funeral home or church to the cemetery that includes the vehicles containing funeral officials, the deceased's family members, fire department apparatus and personnel and guests.



In the past, walking processionals were the standard protocol for moving the remains of our brother or sister to the cemetery. Many East Coast departments still utilize this tradition and variations, as done in the photo to the left, are often very fitting and appreciated by the family, friends and department.



ENGINE BUNTING

Black material loosely gathered and draped to form a "flag-type" banner. Bunting is been used by wrapping around the front and along sides of fire engines. Tradition would indicate that during a processional, apparatus emergency warning light bars are to be covered with bunting material. Only the "host" fire department would bunt an engine used in a processional.

Bunting can be made from bolts of black opaque material available at local fabric stores. The draping is intended to replicate the draping on 1800's style horse drawn hearses.

Bunting can be attached to apparatus with zip ties or removable clips.

STATION BUNTING

Black material loosely gathered and draped to form a "flag-type" banner. Bunting has been used above station doors and on station signage Only the "host" fire department would bunt their station. In jurisdictions with more than one station, the firefighters assigned station would be "bunted."





Bunting could be placed above the front door to the station, a single bay of the station or over all station bay doors. Stations with monument style yard signs could consider bunting the sign.

Notes:

_____

_____

Funeral Elements



AIR AMBULANCE FLY-OVER OR FLY-BY

The use of medical evacuation helicopters to perform a military-style fly over. Most often done during the graveside service. It is coordinated in order to align the fly-over with the predetermined order of service. It is usually done following the playing of taps. (See Taps below)

The funeral coordinator would be in contact with the air ambulance(s) via radio and signal their approach and fly-by. In some jurisdictions, the air ambulance pauses over the cemetery and in a show of respect the pilot bows the nose of the aircraft before lifting back up and departing.

A fly-over or fly-by has strong military roots and is often used in ceremonies to display respect. The largest fly over in history occurred over Toyko Bay on September 2, 1945 signaling the end of World War II.

Military tradition includes the use of aircraft to perform a "missing man" fly over in honor of the fallen. When done with aircraft a single plane abruptly exits the flight formation to signify the fallen. Similar honors are presented using a "riderless" horse in horse drawn caissons and a "missing man" formation in motorcycle escorts in ground units.



PRESENTATION OF COLORS

Formally posting the American flag, along with other appropriate flags, at the funeral home, church or other facility where the service is to be held. See separate guidebook section regarding the displaying of the American flag. The posting of colors is done by Honor Guard personnel with military bearing and precision and is done in such a manner to preserve the honor and dignity of our nation's colors.

When multiple flag units participate in the presentation of flags, only one United States flag is marched in and it should always be marched in to the viewing audiences left and from the marchers perspective always to the far right or in front of all other flags.

DISPLAY OF GEAR

The placement of the fallen firefighter's turnouts, boots and helmet on stage or near the casket during a memorial service.

The gear may also be displayed upon and driven on the engine being used as a caisson as shown in the picture above. In processionals where fire department personnel, family and guests walk in the processional, the gear is often times given to "gear bearers" who walk behind the casket with the gear of the fallen firefighter.





DISPLAY OF HELMET

Similar to the display of gear, but limited to the helmet. More appropriate when the fallen firefighters gear is damaged to the point of being uncomfortable for the family, fire department personnel or guests. May also be used to display the helmet at a non-LODD funeral including a retiree if the family still has the member's helmet.

PRESENTATION OF GEAR, HELMET and/or BADGE

This refers to the presentation of the firefighters helmet and/or badge as a part of the funeral ceremonies to the next of kin. The recommendation is that in all LODD funerals, the helmet and badge are presented as gifts to the family. For non-LODD funerals, helmets or badges that through vesting or retirement, would be eligible for presentation should still be presented to the next of kin posthumously.

Presenting the next of kin with the helmet or gear of a fallen firefighter can be a very fitting and significant ceremonial event. An alternative for LODD funerals, would be to consider keeping the gear and giving it a position of honor within the fire station. A replica helmet could be devoted to the station display if the original has been given to the family.

Usually command staff, other than the Chief, presents these elements when the Chief has or will present the casket draped flag. Wording used in the presentation may be scripted locally and oftentimes modified for the age of the recipient.

These are personal presentations made to extended members of our fire service family. They should be done with honor and respect but should also be very personal. This is particularly true for children as given the various rituals often used in funerals and use of scripture throughout the funeral and graveside ceremony, this presentation may be one of the few opportunities for a child to understand what is being said.



Sample Script:

"{Childs name}, we would be honored if you would

accept this gift in recognition of how special your Mom/Dad was to us. I am very sorry for your loss. He/she will be greatly missed."

Notes:

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Funeral Elements

BAGPIPES



Due in large part to the Celtic roots of the early firefighters, bagpipes have had a position of honor and respect within the fire service for more than 150 years.

Bagpipes are one of many traditions that our firefighting forefathers brought to this country and few, if any, ceremonial elements have the impact of the playing of bagpipes. They can be played alone for a solemn sound or as part of a Pipe and Drum unit.

Adding bagpipes to a memorial or funeral service adds a piece of our history, a tradition worth preserving.

There are a variety of resources around the state to arrange for bagpipes for funerals and memorials.



TAPS (ECHO TAPS)

The original 24-note military ballad, played on a bugle, written during the Civil War and originally used to signal the end of the day.

Later in the war it was used before retrieving the dead from the battle field in place of the traditional three-gun volley, which was feared to produce an enemy response. By the late 1800's "taps" was officially adopted as a part of a military funeral protocol.

The playing of taps is a very fitting memorial to a fallen firefighter whether or not killed in the line-of-duty. "Echo" taps is the playing of the same 24 note military ballad utilizing two buglers with one bugler approximately three notes behind the other, creating what sounds like an echo. Although not a military standard, the use of echo taps is a very moving ceremonial element for graveside services.

An ideal place to insert the playing of taps (and traditional military honors, including a three volley salute) is during the flag folding and presentation ceremony, graveside. More specifically, as the Honor Guard raises the flag off the casket, they would hold the flag horizontally over the casket as the military honors and taps are completed. Then, they would step to one end or the other of the casket and perform the ceremonial fold and presentation.

Bugles Across America (www.buglesacrossamerica.org) is a non-profit organization that offers buglers for military funerals at no cost. The Minnesota Fire Service has found them very willing to offer buglers for firefighters as well. A small donation from the department may be appropriate.

Notes:

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SEA OF BLUE OR SEA OF UNIFORMS



Organizing all uniformed personnel into rows and columns, of military precision, at the church, cemetery or any other place where a funeral service is being held.

Used to welcome, greet or honor arriving or departing family members and serves as a means to bring all uniformed personnel to attention during the movement of the casket before or after the memorial service.

A sea of uniforms, regardless of type, makes for a very fitting presentation and show of unity and support. Personnel should be under the direction of a designated "Commander" who will organize, instruct and then bring the unit to attention when appropriate.

The "host" fire department should be provided positions of honor within the ranks of the sea of uniforms, including but not limited to creating a column through which the casket and family members will pass each time the casket is moved.



CROSSED LADDERS

Positioning of two ladder trucks in such a manner as to be able to suspend an American flag between their raised and extended ladders. May be done with any style aerial device.

Oftentimes done at the entrance to the cemetery, but may be done at the church or at the members assigned fire station or any point along the processional route. See separate guidebook section regarding flag protocols for a detailed discussion regarding the orientation of the field of blue when suspending a flag over the roadway.

RELEASING OF DOVES



Since the beginning of time, the releasing of doves has had symbolic meaning and importance in funeral services. Single dove and multiple dove releases are appropriate.
More information about releasing doves may be found in the ceremonies section of this guidebook.

Funeral Elements

FLAG DRAPED CASKET



The US Code does not have any prohibition that would prevent any American from having a flag draped casket. This honor, along with the presentation of the flag to the next of kin is often reserved for members of the military, veterans and public servants.

When the flag is used to cover a casket, it should be so placed that the union is at the head and over the left shoulder. The flag should not be lowered into the grave or allowed to touch the ground. The correct sized flag is 5 feet by nine-and-a-half feet and should be all cotton. There are a number of online vendors who sell a casket sized flag.

Departments are urged to order and stock at least one flag and are cautioned against washing or drying a cotton, casket sized flag, as it may shrink and present challenges in the folding and presentation. Flags can be removed from their original packaging and hung dry to remove wrinkles.



THREE VOLLEY SALUTE

Today's customary three volleys fired over a grave probably originated as far back as the Roman Empire. The Roman funeral rites of casting dirt three times on the coffin constituted the "burial."

It was customary among the Romans to call the dead three times by name, which ended the funeral ceremony, after which the friends and relatives of the deceased pronounced the word "vale" (farewell) three times as they departed from the tomb.

In more recent history, three musket volleys were fired to announce that the burying of the dead was completed and the burial party was ready for battle again.

The addition of a three volley salute is particularly appropriate in "dual" or "triple" role funerals; that is a firefighter who also served in law enforcement and/or the military. For clarity, regardless of the number of rifles used, this is not a 21-gun salute, which is reserved only for the President of the United Sates.

Notes:



HANDLING OF CREMATED REMAINS

For all phases of the funeral, where the cremated remains are carried by hand, one pallbearer is detailed to carry the receptacle (urn) containing the ashes and another is detailed to carry the flag, folded into the shape of a cocked hat.

The pallbearer carrying the flag is always positioned to the right of the remains. When the receptacle is carried from the hearse into the chapel and from the chapel to the hearse, these two pallbearers should be the only participants in the ceremony.

During the procession to the gravesite, the receptacle and flag are carried by the two pallbearers followed by four additional pallbearers. When the receptacle has been placed on the gravesite, all six pallbearers unfold the flag and hold it over the grave. (Honors are the same as a flag- draped casket.)

The flag can then be refolded and presented to the next of kin.

Notes:

Funeral Elements



Chapter 9 Funeral Planning.pdf

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Funerals can create significant planning challenges. This is due to the fact that oftentimes they are complex, in terms of the elements and locations used, and usually present with a relatively short amount of time to plan and execute.

This section includes a variety of tools intended to help you with the planning of a funeral. In all cases, the local jurisdiction will need to coordinate its desires and capabilities with the family, funeral director and church leadership.

It is important to note that this section does not offer all of the ways in which a funeral can be planned. There are numerous resources available on the internet if a different approach is desired. As is the case with incidents, the structure of the incident command team for a funeral can be expanded or contracted as needed. Factors to consider when establishing the command structure is size, complexity, logistics support needed and funeral elements.

FUNERAL ORGANIZATIONAL STRUCTURE AND CHART

The organizational structure utilized for the management of the funeral details is a NIMS compliant structure that utilizes the following Command positions and reporting units.

- Ceremonial Coordinator (IC)
- Operations Chief (Officer of the Guard)
    - i. Color Guard Unit
    - ii. Casket Team Unit
    - iii. Casket Detail Unit
- Planning Chief
    - i. Documentation Unit
    - ii. Resource Unit
- Logistics Chief
    - i. Supply Unit
    - ii. Ground Support Unit
- Liaison Chief
    - i. Family Liaison Officer
        - a. Family Escort/Support Unit
    - ii. Funeral Home Liaison Officer
    - iii. Church Liaison Officer
    - iv. Cemetery Liaison Officer

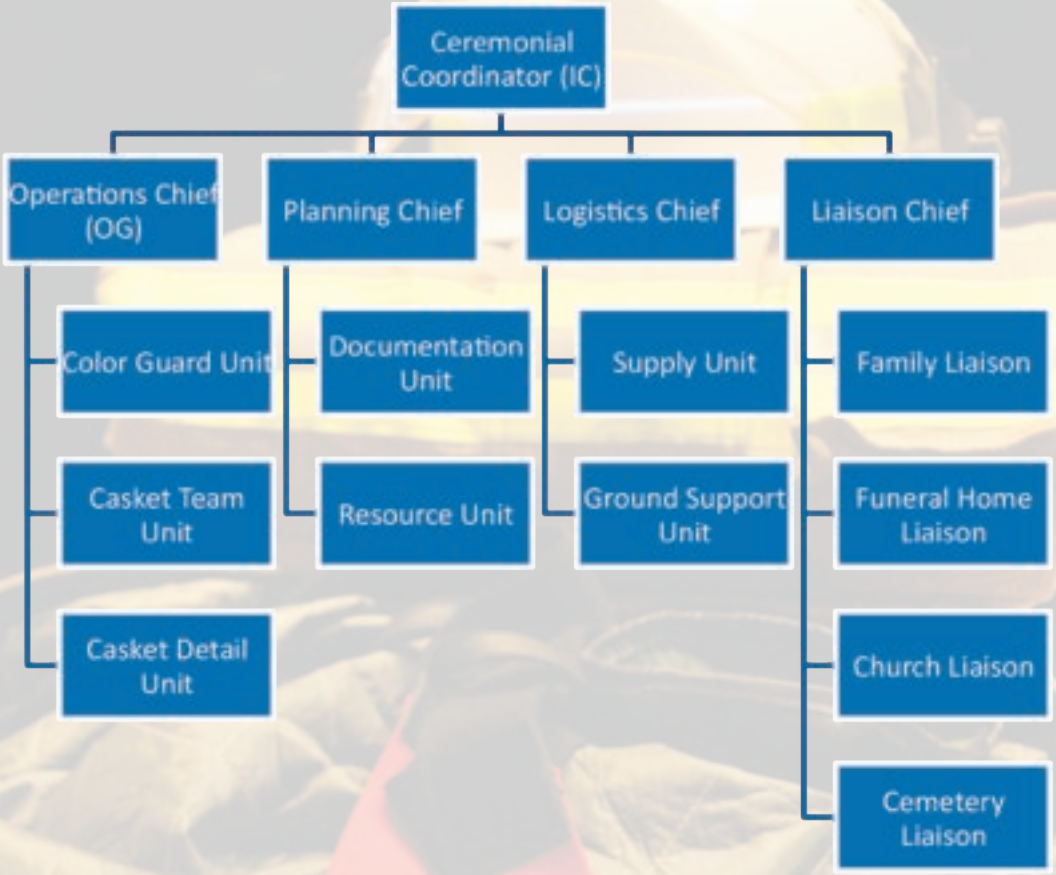
Based upon the complexity of the funeral, multiple positions listed above may be assigned to a single resource. The various Chief Officer positions may be responsible for coordinating all of the activities within their sector. An organizational chart follows.

Notes:

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Funeral Planning



CEREMONIAL COORDINATOR (IC)

The Ceremonial Coordinator shall serve as the Incident Commander for the event. The Ceremonial Coordinator shall be in complete charge of all ceremonial arrangements where official departmental participation has been requested and authorized by the Fire Chief. This role involves delegating responsibilities to several members and then coordinating and organizing all efforts to successfully provide needed services for the surviving family.

In the discharge of his/her duties the Ceremonial Coordinator shall:

- Select and staff the organizational chart
- Provide oversight and direction over the event
- Assign responsibility for funeral details to organizational command and unit staff
- Keep the Chief of Agency advised and updated on all arrangements

OPERATIONS CHIEF – OFFICER OF THE GUARD

The Officer of the Guard shall be the Honor Guard Team Leader. He/she is responsible for the proper functional execution of commands to the various elements of the Honor Guard as well as the Fire Department Formation. He shall have general responsibility for the following:

- Shall issue all commands for the Honor Guard.
- Shall coordinate with the Ceremonial Coordinator regarding the time of arrival and other pertinent information regarding assigned details.

- Visit the various sites involved and make careful arrangements for the positioning of the various elements of the funeral detail.
- Designate an assembly point near the site of the detail.
- Inspect the uniform of members and brief them on proper procedures.

PLANNING CHIEF

The Planning Chief shall be responsible for directing the planning functions associated with the funeral. As such the Documentation Unit and Resource Unit shall report to the Planning Chief. Overall responsibilities of the Planning Chief include:

- Developing an overall schedule of events
- Documenting routes of travel between funeral home, church and cemetery
- Maintaining the master planning checklist
- Establishing apparatus, command vehicle and family placement in funeral procession
- Maintains a list of resource needs
- Documents visiting agencies

LOGISTICS CHIEF

The Logistics Chief shall be responsible for directing the logistics functions associated with the funeral. As such the Supply Unit and Ground Support Unit shall report to the Logistics Chief. Overall responsibilities of the Logistics Chief include

- Acquiring and supplying bunting and mourning bands
- Coordination of station and lead engine draping
- Preparation and delivery of caisson engine
- Line up and coordination of funeral processional
- Coordination of apparatus staging and general parking at funeral home, church and cemetery
- Food and beverage needs of assigned funeral detail personnel

LIAISON OFFICER

The Liaison Officer shall be responsible for directing the liaison functions associated with the funeral. As such the Liaison Chief shall

- Appoint a Family Liaison officer who will serve as the primary contact point and interface to the family.

  Among the primary responsibilities are
  - Assist the family in selecting the type of service and funeral components
  - Determine need and desire to have a Family Escort Support Unit (FE/SU) assigned
  - Assign and supervise the FE/SU

- Appoint a Funeral Home Liaison officer who will serve as the primary contact point with the funeral home.

  Among the primary responsibilities are
  - Coordinating facility and room set up and usage
  - Gather parking and routes of travel information for the planning and logistics branches.

- Appoint a Church Liaison officer who will serve as the primary contact point with the church.

  Among the primary responsibilities are
  - Coordinating facility and room set up and usage
  - Gather parking and routes of travel information for the planning and logistics branches.

- Appoint a Cemetery Liaison officer who will serve as the primary contact point with the cemetery.

  Among the primary responsibilities are
  - Gather parking and routes of travel information for the planning and logistics branches.
  - Coordinate covering and seating for family members
  - Assists with the set up and design of graveside services

In many cases, after the appointment of the Family Liaison (discussed below), the Liaison Chief performs the balance of the liaison function.

PROFILE OF A FAMILY LIAISON

The role of Family Liaison may be the most important role assignment. The individual appointed will be the primary interface with the family beginning very early in the planning process, perhaps the day of death.



An effective Family Liaison is one who ideally has a close personal relationship with the family or someone who can establish trust and rapport very quickly. The Family Liaison needs to be able to assume a role of family advocate with all other coordinating entities and personnel. The Family Liaison needs to be able to create a working relationship and environment where the family feels safe being vulnerable and where the family will share their desires, frustrations and needs.

The Family Liaison should be authorized to make commitments on behalf of the fire department or should have direct access to the Chief of Department in order to provide a high level of responsiveness to the family.

FAMILY ESCORT/SUPPORT UNIT

One very unique way to support a family of a lost firefighter is through a Family Escort/Support Unit. The purpose of the unit is to provide the family a level of support during the days leading up to the funeral. Among the duties of the Family Escort/Support Unit are;

- Provide a resource, at the family home, to assist when needed, often provided in three to six hour shifts
- Assist with local errands
  - i. Dry cleaners, bank, insurance agent
  - ii. Other last minute funeral needs
- Assist with transportation on the day of visitation and funeral
- Coordinate coverage to "stand-by" homes of immediate relatives to deter break-ins during the visitation and funeral
- Meals for the family
- Other support as needed

As part of the planning process, resources should be assigned to work out the details of any "formation" or Sea of Uniforms, as well as the processional, if one is to be included. The information below is intended as a guide to help organize visiting resources in the correct order.

FORMATION/SEA OF UNIFORMS

The Sea of Uniforms is generally organized and oriented from the hearse or caisson back to the funeral home or church doors and front to back as needed for spacing.

- The Department's Official Family
    i. Department Chief Officers (Active and Retired)
    ii. Department Officers (Active and Retired)
    iii. Department Personnel (Active and Retired)
- Deceased Members Governmental Representatives
- Deceased Members Law Enforcement Personnel
    i. Sheriff/Police Chief
    ii. Officers
    iii. Departmental Civilian Personnel
- Visiting Honor Guard Teams
- Visiting Fire and Law Enforcement Agencies

After the funeral service all members of the deceased department and visiting agencies both Fire and Law Enforcement will exit the church prior to the transfer of the body and establish the various formations as determined by the Officer of the Guard.

As the Casket Team, followed by the immediate family, approaches the church door, the entire formation will be brought to "Attention" and when the Casket Team breaks the plane of the door the order for "Present Arms" will be given. Upon this order, all uniformed members of the formation will render a hand salute. Members not in uniform will NOT render a hand salute but instead shall place their right hand over their heart. "Present Arms" will be maintained until the casket is placed atop the apparatus or in the hearse.

At this time, the order for "Order Arms" will be given and the hand salute will be dropped. After the Sea of Uniforms has been dismissed and have left the immediate area. The entire formation will be dismissed and should proceed to their vehicles and wait for instructions from the Officer of the Guard.

PROCESSIONAL LINE UP



If there is to be a processional of vehicles, the following outlines the order that vehicles should be placed. Based upon route of travel and distance too cemetery, a walking processional escort is very fitting, particularly with line-of-duty deaths. A full or partial gear processional could lead the processional, with honor guard escorts alongside the caisson.

- Motorcycle outriders. To be utilized if full intersection control is not possible.
- Remaining motorcycles formed in a column of twos

- Casket Team
- Fire Chief and Member's Commanding Officer
- Engine or Medic being Utilized as a Hearse
- Family Car(s)
- Members Department Staff Vehicles
- Members Department Fire Apparatus
- Members Jurisdiction Law Enforcement Vehicles
- Visiting Fire Department Staff Vehicles
- Visiting Fire Department Apparatus
- Visiting Law Enforcement Vehicles
- All Civilian Vehicles

Editor's Note: As you begin your processional planning activities, consider the number of "outside" public safety attendees and the impact this will have on your processional. The outline here presumes that the casket and family lead the processional. The impact, with a large number of outside public safety agencies is that the family will need to wait on us to get parked and situated before being able to start the graveside service. We should try and reduce or eliminate this whenever possible.

Consideration should be given to allowing outside public safety agencies to proceed to the cemetery prior to the family's departure. In addition to eliminating the wait time at the cemetery, this also allows the family to "decompress" following the church service before transitioning to the cemetery for the final internment.

GENERAL ORDER OF SERVICE

The order of events will vary based upon the ultimate combination of services selected by the family and the timing and location of events including the use of the funeral home, church and graveside for the performance of services. The outline below assumes the transfer of the casket from the Funeral Home to the Church and the inclusion of a graveside ceremony.

It is critically important to remain flexible and adaptable as various cultural and faith-based beliefs, along with the family's personal wishes could significantly modify this outline in both content and order. One of the primary roles of the family liaison is to coordinate this schedule.

- Hearse picks up casket at funeral home
- Casket Team awaits for casket arrival at church
- General public is seated in church
- Fire Department personnel are placed into formation for arrival of casket
- Hearse arrives
- Casket Team removes casket from hearse
- Color Guard leads casket procession into church
- Casket Team moves casket to desired location in church
- Fire Department personnel file into church and are seated
- Casket Detail is posted
- Invocation
- Prayer

- Opening remarks/greetings
- Special music
- Scripture reading/clergy remarks
- Speakers (this list is paired down significantly in non-LODD funerals)
    i. Mayor
    ii. Local elected official from district
    iii. State or Federal officials
    iv. Family representative(s)
    v. Department representative's friends
- Eulogy – Chief
- Special music
- Presentations
- Closing remarks/prayer
- Last Alarm Ceremony (May be performed at graveside)
- Bagpipes (May be performed at graveside)
- Casket Team pays last respect and folds presentation flag (May be done at graveside)
- Presentation of flag and helmet (May be done at graveside)
- Retire colors
- Dismissal instructions
- Fire Department personnel pays last respect and assumes formation
- General public released to automobiles
- Casket Team moves casket through formation to caisson
- Processional to cemetery

LOGISTICS

Although we touched on the role of the Logistics Chief earlier, below is a list intended to assist the logistics unit in the planning of the funeral. There will be a lot of details that need to be finalized and communicated to those attending. This role becomes significantly more complicated in line-of-duty death funerals.

Among the items that need to be planned;

- All supplies needed for the Honor Guard based upon the services to be provided
- Detailed Maps with routes of travel and parking
- Apparatus Parking
- Funeral Home
- Church
- Cemetery
    i. Processional Route
    ii. Road Closures in coordination with local law enforcement
- Placement of assigned aerials, if included
- Communications
    i. IC and Ceremonial Units
    ii. Apparatus Staging and movement
- Family Support Needs

FUNERAL PLANNING CHECKLIST

A complete funeral planning checklist is included in Chapter 12 of this guidebook as well as on the website.

DISPLAY OF URN, FLAG AND GEAR

Oftentimes the combination of funeral elements, the order of service and space limitations requires a level of creativity to meet the needs and desires of the family. If the flag in going to be draped, it should be draped, with the canton or field of blue, in the same orientation as if draped over the casket.



CULTURAL ISSUES

Most of the funeral ceremonies and protocols outlined within this guidebook presume a Christian, Protestant or non-denominational affiliation. Many non-Caucasian cultures and various non-Christian religions have specific guidelines and customs when it comes to funerals. As we continue to diversify the fire service, it is important that we are prepared to respond to the needs of all of our members, regardless of background, culture or religious preference.

Although not intended to be the definitive authority on these issues, this section is intended to help guide the fire chief through some of the more common cultural issues that may impact the planning or execution of a firefighter funeral with some of the more common non-Christian funerals. As is the case in all funerals, the wishes of the family should take precedent and we should always coordinate our customs and traditions with the family and their faith leaders. This role generally falls to the Family Liaison who will inquire about specific cultural or religious desires.

For the purpose of this guide we present related information in a combination of country and/or predominant religion.

Native American:

- There are 562 federally recognized Indian tribes, bands, nations, pueblos, Rancherias, communities and Native villages in the United States.
    i. There are a total of 11 in Minnesota, seven Anishinaabe (Chippewa, Ojibwe) reservations and four Dakota (Sioux) communities.
- A traditional Native American funeral unfolds over a four-day process
- It is common to include traditional ethnic dress referred to as "regalia."
- East is considered a special direction to the native American and can impact planning
- The term "Chief" still refers to the tribal leader and is not used casually or to identify the head of the local public safety organization(s).
- The culture is very respectful of their elders and in all cases the tribal elders should be consulted before any actions or plans is made.

India/Hindu or Sikh:

- The tradition amongst Hindu and Sikh religions is the use of a funeral pyre to cremate the deceased.
    i. In traditional services, the next of kin would shave their head.
    ii. This is not common in the western world and a funeral pyre is likely illegal in most US states and cities.
- There is no specific custom or ritual that would impact the removing or transport of a firefighter lost in the line-of-duty. The cultural expectation of respect would be satisfied in the fire service normal handling of such an event.
- Most, if not all Indians and Hindu/Sikh religion, will be cremated.
    i. There will be a sense of urgency to complete the cremation before sunset on the day following the death
    ii. This may be delayed by a few days to accommodate family members traveling long distance to attend the funeral
- There is a traditional 13 day mourning period.
    i. During this time, and usually within 1-3 days following the funeral, there will be a "memorial service" referred to as a "Besna." During this memorial flowers are placed on a picture of the deceased and silent respect and prayer is offered to the deceased.
    ii. Before the 13 day mourning period ends, the ashes of the deceased are to be immersed, or scattered, in water.
- No food is cooked in the family's home until after the funeral.
- In this culture the belief is that the soul will not achieve peace unless this is done correctly.

Jewish:

- According to tradition, immediately upon death, the deceased should not be left unattended. A "Shomer" or watchman stays with the deceased from the time of death until the funeral. This may need to be a fire department detail until the family can make arrangements.
- "Mourners" are traditionally defined as Kaddish related, or specifically spouse, parent, sibling or child.
- Burial is to take place as soon as possible although a reasonable time may be held to accommodate family traveling from out of the area.
- A time is not set for the funeral until a Rabbi is contacted.
- The service may be held in a temple or synagogue or may be exclusively at the cemetery.
- Most Jewish funerals have few if any flowers and they are subject to the approval of the Rabbi
- After the burial, upon leaving the grave, non-mourners (see definition above) form two lines facing each other, called a Shura, creating a pathway for the family to pass through and receive words of comfort.
- There are generally two set mourning periods, one that begins on the day of the funeral and continues for seven days, referred to as Shiva, and the other which begins on the day of the funeral and extends for thirty days, referred to as Shloshim.
- During Shiva, the mourners remain at home.

Funeral Planning

Muslim:

- There are two primary sects within Islam; Shi'a and Sunni.
- Each holds different views on religious issues.
- At the time of death, the deceased should have their eyes closed, jaw closed and should be covered with a clean sheet.
- A religious leader, an "Imam" should be notified as soon as possible in order to offer "dual" which is a supplication to Allah to forgive the sins of the deceased.
- The body should be buried as soon as possible.
- Embalming and cosmetology is not allowed unless required by law.
- Cremation is forbidden.
- As a result of the points above, there is generally no viewing before the burial.
- Funeral prayers, "Salat al-Janazah" should be performed outside of the mosque and then the body should be transported to the cemetery.
- Traditionally, only men are allowed to be present at the burial. Check with the Rabbi if women fire fighters are planning to attend the funeral.
- It is customary for the family to receive visitors for the first few days of the mourning period which generally lasts forty days.

Latin American:

- A wake is generally held for a minimum of two days and extends for the entire 24-hour period each day.
- The wake includes an open casket.
- The service is usually a full Catholic mass.
- Burial is usually in a Catholic cemetery.
- Special attention is needed with various funeral elements in the sanctuary.
    i. Check with the local priest for clarification.
    ii. References to the "narthex" is referring to the foyer or entry.

There are a total of nineteen (19) major world religions that a subdivided into 270 large religious groups. This alone makes our case for putting families first and respecting their wishes over ours. As much as we want to honor our fallen brothers and sisters in a way that is fitting with our customs we must remain committed to the premise that the best way to honor our fallen is to honor the wishes of their family and their culture.

Chapter 10 History of the Fire Service.pdf

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HISTORIC ROOTS

The fire service of today has ties back to the Roman Empire when the first documented firefighters are identified in history. Originally the slaves of the Roman Empire, Familia Publica, were charged with protecting the cities under Roman control but as you might imagine, they lacked motivation to protect the assets of their captors. Around 60AD, a group of 7,000 free men were organized into the Corps of Vigiles, and charged with the responsibility for fire suppression and building inspection. They adopted a rank structure similar to the Roman guards, that has continued in the fire service to this day.



During the Crusades, amid a battle with the Saracens, a new weapon of war was introduced; bottles of Naphtha, a highly flammable liquid. These were hurled at the Crusaders and after dousing them with the flammable liquid, flaming arrows were fired into their midst to set them ablaze. At the time there was a medical order called the Order of St John in Jerusalem. The order was created as a Knights Hospitaler; a hospital to provide aid to sojourners traveling through the holy land.

The Knights of St John, took it upon themselves to rescue the Crusader's from the Saracen; pulling them to safety, extinguishing the flames and treating their injuries. After the loss of the Holy land, the Knights of St John established a base on the island of Malta, where in the sixteenth century their symbol was redesigned as indicated here. Hence the origins of the Maltese Cross that is such an important symbol of the fire service today.

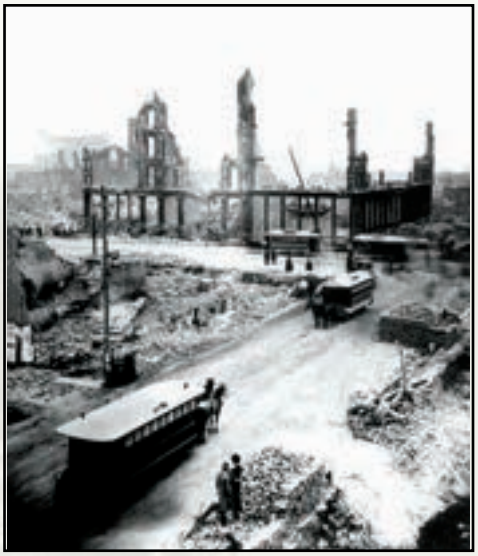
FIRES THAT SHAPED THE FIRE SERVICE

Much of what has become common today is the result of tragedies and catastrophic fires from throughout history. What might surprise some is the fact that many of the improvements that help protect lives and property didn't get incorporated into building and product design until the late 1800's. This was despite the fact that the world had seen many "great" fires in the previous 1800 years.

Perhaps one of the oldest recorded fires, and to many the oldest unsolved or at least controversial, arson case, occurred in 64AD when it was reported that Nero burned Rome. As legend has it, "Nero fiddled while Rome burned." Many believe that Nero intentionally set Rome on fire in order to make room for his "Domus Aurea" (latin for Golden House) in the heart of ancient Rome.

In the centuries that would follow, fires that included the word "Great" in their title would come to be fires that completed destroyed the city. This would include the following partial list of "Great" fires;

- 1135, 1212 and 1666 Great London Fires
- 1675 Great Northampton Fire, England
- 1776, 1835 and 1845 Great Fires of New York
- 1788 Great New Orleans Fire
- 1805 Great Detroit Fire
- 1918 Great Cloquet Fire
- 1820 Great Savannah Fire
- 1845 Great Fire of Pittsburgh
- 1871 Great Chicago Fire
- 1894 Great Fire of Hinkley



These fires caused millions of dollars of damage, destroyed thousands of homes and commercial properties and cost thousands of lives. The Great Chicago Fire, which occurred on October 8, 1871, and whose anniversary is used today to mark National Fire Prevention Week, burned for three days and consumed 2,000 acres and 17,000 homes. The total loss was $200 million with 300 dead and 90,000 left homeless. What history overlooks is that on the very same day, just 260 miles north of Chicago in Peshtigo, Wisconsin a wildland fire erupts into a "tornado of fire" with flames more than 1,000 feet high and five miles wide. The death toll exceeded 2,200!

Two of the most devastating fires on our list occurred here in Minnesota. On September 1, 1894 several small brush fires quickly turned into a raging wild fire burning through the timber in and around Hinckley, Minnesota. By the time it had ended 200-250,000 acres were destroyed with at least 418 dead. Some scholars believe the death toll could be as high as 800 due to a transient work force associated with the timber industry.

On October 10, 1918 two workers in a rail yard witnessed a passenger train pass by and within minutes the grass along the spur was on fire. The fire could not be contained and by October 12 it had spread throughout northern Minnesota. By it's end, 250,000 acres burned, thirty-eight communities had been destroyed, over 52,000 people were injured or displaced and the death toll stood at 453.

EARLY AMERICAN FIREFIGHTERS

The first organized fire company in the United States was organized by Benjamin Franklin in 1736 as The Union Fire Company, in Philadelphia. There would be many volunteer fire departments that would follow suit and before long would be competing with each other. They would compete over who had the most, or brightest brass and who had the shiniest piece of apparatus. There was intense competition to get "first water" on a fire, as insurance companies would only pay for the services of the first arriving fire company. Most of today's firefighters would agree that these behaviors are still woven in the fabric of who we are and how we operate today.

Another by-product of this competition was the invention of the fire pole. Although often attributed to the Boston Fire Department, it was actually Captain David Kenyon of Chicago Engine Company 21 (an all-black engine company) who invented the pole out of a Georgia pine beam and convinced the Chief of Department to let him install it. After being the target of many jokes, people began to realize that Engine Company 21 was usually the first company to arrive when called, the Chief ordered poles installed in all Chicago fire stations.



The mid 1800's brought a significant immigrant population to the United States, many from Ireland who were fleeing the Great Potato Famine. In an early episode of American racism, these Irish immigrants were not well regarded. Many businesses displayed window signs that read "NINA;" No Irish Need Apply. The only jobs available were those that were dirty or dangerous which has always

described what we do and these new Irish immigrants quickly became rooted in the fire service and helped shape most of the east coast and large metropolitan fire departments of the day. This accounts for the strong Irish ties that still exist today, and the incorporation of shamrocks, bagpipes and in many ways our funeral protocols that are in use today throughout the country.

The Great St Louis Fire in 1849 is the first recorded line-of-duty death and the World Exposition Fire in Chicago in 1893 lost the lives of fourteen firefighters when a fire in the Cold Storage building caused a collapse.

CHANGE IN THE FIRE SERVICE

The late 1800's saw the beginnings of tremendous change in the fire service. In preparation for the World's Fair in 1893 (Chicago) much concern was made of this "new" phenomenon called electricity. A young electrician named William Merrill (Boston) envisioned a testing laboratory where electronics could be tested. Supported by the insurance industry, he began his operation over a fire station at 22nd & Wentworth. The Underwriters Electrical Bureau would operate for 7 years before changing its name to Underwriters Laboratory.

The New York Board of Fire Underwriters (NYBFU) had also been a collaboration of stock and mutual insurance companies. They had been establishing standards, intended to reduce the risk of fire and the loss from fire for many years. They created an electric standard in 1881 and the proliferation of the sprinkler, (originally introduced in 1872) would require many more standards as dozens of organizations sprang up to install or modify sprinkler systems.

On November 6, 1896 eighteen men of the NYBFU met to create a new association. Among the twelve articles of incorporation, Article 1 reads, "This association shall be known as the National Fire Protection Association."



The early 1900's would prove to be rough years for the fire service with many devastating fires. However, through the efforts of the NFPA each fire was a lesson learned and with each came a series of changes that help protect us and our buildings to this day. Some of the more critical fires and their impact on the fire service include

- 1903 Iroquois Theater Fire, Chicago: 602 souls lost. Led to theater standards and outward swinging egress doors
- 1904 Baltimore Fire: Became pivotal in standardizing hydrant threads as apparatus from other jurisdiction proved worthless
- 1906 San Francisco Earthquake and Fire: 3-6,000 souls lost. Led to many improvements in the building codes
- 1908 Collinwood School Fire, Cleveland, Ohio: 172 students, two teachers and an assistant perished. Fire marked the beginning of a long list of improvements to educational institutions.
- 1911 Triangle Shirtwaist Factory Fire, New York: 146 died as a result of a dropped match. Due to concerns about material and thread being stolen by the workers, management had locked all but one exit. Led to improvements in fire exits, fire extinguishers, sprinklers and fireproofing in high rise structures. This still stands as one of the worst workplace disasters in history.

History of the Fire Service

The 1930's and 1940's brought us some horrific fires, including;

- 1930 Ohio Penitentiary: Killed 322 and injured 150. Deadliest prison fire in US history
- 1940 Rhythm Supper Club (Natchez, Mississippi): 209 people died
- 1942 Cocoanut Grove (Boston): Killed 492 at Boston's premier night club in the post-prohibition era. Second most deadly building fire in America, second only to Iroquois Theater. Estimate that over 1,000 people were in the club that was rated for a maximum occupancy of 460! Front door was single revolving door and side entrances had been bolted shut to prevent people from entering without paying.
- 1944 Hartford Circus: An afternoon performance of the Ringling Brothers & Barnum and Bailey Circus was interrupted by a fire that killed 168 and injured 700 souls. A mixture of paraffin wax and gasoline (or kerosene) was a common waterproofing method on the tents during this era.



And the 1977 Beverly Hills Supper Club Fire in Southgate, Kentucky, killed 165 but by all accounts SHOULD have killed many more! Almost 3,200 were in the building at the time of the fire. By Kentucky law the facility should have had 27 exits; it had only 16.

As devastating and tragic as each of these fires were, they have all played a role in the codes, equipment and policies that serve as the foundation for what we know today. We owe it to every soul whose life was lost to honor them by maintaining our buildings, holding fast to safety systems and never forgetting the lessons these fires have taught us. It is our responsibility to pass these lessons on to those who will follow us and to remind them that the reason we enjoy safer schools, churches, theaters and places of employment is because of the lessons learned, and the lives lost in these, and other, tragic events.

Chapter 11 Resources.pdf

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Resources

State:

- Hennepin County Medical Examiner (Autopsy and toxicology report)
  (612) 215-6300

- Minnesota Dept. of Labor and Industry (OSHA)
  (651) 284-5005
  www.doli.state.mn.us

- Minnesota Professional Fire Fighters Association
  (763) 545-8100
  www.mpff.org

- Minnesota State Benefits
  Minnesota Dept. of Public Safety, office of the Commissioner
  445 Minnesota Street, Suite 1000, St. Paul, MN 55101
  (651) 297-4013
  www.dps.state.mn.us

- Minnesota State Death/Education Benefits for survivors and children
  (651) 297-4013
  www.dps.state.mn.us

- Minnesota State Fire Marshal
  (651) 201-7200
  www.fire.state.mn.us

- PERA
  (651) 296-7460
  www.mnpera.org

- Veteran's/Military Benefits - Minnesota Department of Veteran Affairs
  (612) 970-5662
  www.mdva.state.mn.us • www.va.gov

- Minnesota Fire Service Foundation
  www.mnfireservicefoundation.org

- Minnesota Fallen Firefighters Memorial Association
  www.mffma.org

Resources

National:

- Bureau of Alcohol, Tobacco, and Firearms (ATF)
  Field Division Office - St. Paul
  30 E. Seventy St. Suite 1900
  St. Paul, MN 55101 651-726-0200

- National Fallen Firefighters Foundation
  (301) 447-1365
  www.firehero.org

- National Institute for Occupational Safety and Health (NIOSH)
  1-800-356-4674
  www.cdc.gov/niosh

- Public Safety Officers Benefit Program (Federal Benefits)
  Bureau of Justice Assistance
  Washington, DC 20531
  (202) 307-0635 or Toll Free (888) 744-6513
  www.ojp.usdoj.gov/BJA/grant/psob/psob_main.html

- Social Security
  1-800-772-1213
  www.ssa.gov

- U.S. Fire Administration/National Fire Academy
  (301) 447-1000
  www.usfa.dhs.gov

- Veterans Administration

Resources

www.va.gov
(651) 726-0200
www.atf.treas.gov

National Resources Continued

- National Fire Protection Association (NFPA)
  (617) 770-3000
  www.nfpa.org

- International Association of Fire Fighters (IAFF)
  (202) 737-8484
  www.iaff.org

- International Association of Fire Chiefs

Addtional Resources:

Resources

Online Resources

- United States Flag – Regulation Casket Size
  Resource Provider – United States Flag
  www.united-states-flag.com
  Item # USA595C

- Vehicle and Station Bunting
  Resource Provider – Independence Bunting
  www.independence-bunting.com

- Doves for Rent in MN
  Resource Provider – Wings of Love
  www.wingsoflovemn.com

- Buglers
  Resource Provider – Bugles Across America
  www.buglesacrossamerica.org

- Award Ribbons and Racks
  Resource Provider – Vanguard Military
  www.vanguardmil.com

- Lighthouse Bereavement Uniform Program
  Resource Provider – Lighthouse Uniforms
  www.lighthouseuniforms.com

- United State Honor Flag
  Resource Provider – The Honor Network
  www.ushonorflag.org

- Honor Guard Supplies
  Resource Provider – Glendale Parade Store
  www.paradestore.com

- Ceremonial Axes & Flag Poles
  Resource Provider – Plano America
  www.planoamerica.com

Chapter 12 Sample Documents.pdf

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Brooklyn Park Fire Department

Oath of Office

I promise that I will humbly serve all customers with an urgent response to their crisis, with compassion, sincerity and concern, patience, kindness and respect.

I promise that I will, at all times, conduct myself in a manner that reflects positively on the fire department and City of Brooklyn Park.

Finally, I promise to follow the policies of the fire department, uphold the laws of our state and nation and the ordinances of the City of Brooklyn Park and that I will faithfully discharge my duties to the best of my abilities, so help me GOD.

Sworn before me this 3rd day of March, 2014

Kenneth T. Prillaman
Fire Chief & Emergency Management Director

Brooklyn Park Fire Department

Oath of Office

I, John Smith, do solemnly swear;

- that I will serve the citizens of Brooklyn Park and the firefighters of the Brooklyn Park Fire Department with honor and integrity;
- that I will, in all respects, observe the provisions of the city charter and ordinances of the City of Brooklyn Park;
- that I will faithfully discharge the duties of the office of Battalion Chief to the best of my judgment and abilities
- so help me God.

Sworn before me this 4th day of March, 2013

Kenneth T. Prillaman
Fire Chief & Emergency Management Director

Bell Ceremony
Signal 5-5-5-5

The men and women of today's fire service are confronted with a more dangerous work environment than ever before. We are forced to continually change our strategies and tactics to accomplish our mission.

Although our methods may change, our goals remain the same as they have been forever, to save lives and to protect property, sometimes at a terrible cost. This is what we do, this is our calling, this is the tradition of the fire fighter.

The fire service of today is ever changing, but is steeped in traditions 200 years old. One such tradition is the sound of a bell.

In the past, as fire fighters began their tour of duty, it was the bell that signaled the beginning of that day's shift. Throughout the day and night, each alarm was sounded by a bell, which summoned these brave souls to fight fires and to place their lives in jeopardy for the good of their fellow citizen. And when the fire was out and the alarm had come to an end, it was the bell that signaled to all that all units had returned safely to quarters. When a fire fighter had died in the line of duty, paying the supreme sacrifice, it was the mournful toll of the bell that solemnly announced a comrade's passing.

We utilize these traditions as symbols, which reflect honor and respect to those who have given so much and who have served so well. To symbolize the devotion that our brother/sister had for their duty, a special signal of five rings, repeated four times, or signal 5-5-5-5 as we know it, represents the end of our comrades' duties and that they will be returning to quarters.

As our Lord commanded us to love one another, he said "Greater love hath no man than this, that a man shall lay down his life for others."

In the truest interpretation of this verse, the men and women who serve and protect our communities lay down their lives every time they respond to the needs of others.

And so, to {INSERT NAME} who selflessly lived his/her life for the good of their fellow man, his/her tasks completed, his/her duties well done, to our comrade, his/her last alarm, for he/she at last is going home.

Bell Ceremony
Signal 3-3-3

The men and women of today's fire service are confronted with a more dangerous work environment than ever before. We are forced to continually change our strategies and tactics to accomplish our mission.

Although our methods may change, our goals remain the same as they have been forever, to save lives and to protect property, sometimes at a terrible cost. This is what we do, this is our calling, this is the tradition of the fire fighter.

The fire service of today is ever changing, but is steeped in traditions 200 years old. One such tradition is the sound of a bell.

In the past, as fire fighters began their tour of duty, it was the bell that signaled the beginning of that day's shift. Throughout the day and night, each alarm was sounded by a bell, which summoned these brave souls to fight fires and to place their lives in jeopardy for the good of their fellow citizen. And when the fire was out and the alarm had come to an end, it was the bell that signaled to all that all units had returned safely to quarters. When a fire fighter had died in the line of duty, paying the supreme sacrifice, it was the mournful toll of the bell that solemnly announced a comrade's passing.

We utilize these traditions as symbols, which reflect honor and respect to those who have given so much and who have served so well. To symbolize the devotion that our brother/sister had for their duty, a special signal of three rings, repeated three times, signal 3-3-3 as we know it, represents the end of our comrades' duties and that they will be returning to quarters.

As our Lord commanded us to love one another, he said "Greater love hath no man than this, that a man shall lay down his life for others."

In the truest interpretation of this verse, the men and women who serve and protect our communities lay down their lives every time they respond to the needs of others.

And so, to {INSERT NAME} who selflessly lived his/her life for the good of their fellow man, his/her tasks completed, his/her duties well done, to our comrade, his/her last alarm, for he/she at last is going home.

Releasing of Doves

Introduction

Although not unique to the fire service, the releasing of a single dove, or multiple doves can be a fitting tribute to a firefighter funeral. The releasing if oftentimes done graveside, it can also be done outside of the church following the faith service, before the casket or urn is loaded into the hearse.

The following script is read annually at the Minnesota Fallen Firefighter Memorial just prior to the releasing of the doves in order to share the symbolism of the event. This script may be modified for local use.

Script

"From the past to the present, white doves have been and forever shall be a beautiful symbol of hope, love, peace and our inner soul.

At this gathering, as we cherish the precious memories of our fallen firefighters shared here with our loved ones, we release the snow white doves in a symbolic tribute to their cherished memories, for we know that they will forever live on within our hearts.

Legend holds that if you whisper to a dove, she will carry your message upon white wings up to the heavens to share your thoughts, memories and thankfulness that our fallen have graced the earth and our lives with their unique and special presence.

Whenever you see a white dove, may it remind you of this moment, and the very special people we remember with great honor and affection on this day; our Minnesota Fallen Firefighters."

The Symbolism of the Gear Processional

Introduction

As indicated in the Ceremonies Section, a gear processional may be a fitting and respectful way to honor a fallen firefighter. Gear processionals are most often associated with line-of-duty deaths and caution should be exercised in using this funeral element in other types of funerals. If the gear processional is to be used AND the ceremony calls for a reader to present the significance, the following script has been passed down.

Script

"The firefighter's boots symbolize that we stand for all that is right in the world and our profession. We use this footwear to move toward the tragedy and walk where others fear to tread, determined to affect a positive outcome.

The turnout coat serves to protect the firefighter from the hostile environments he or she enters. This piece of gear represents the shielding from misfortunes that the firefighter endures for the betterment of all mankind.

The helmet protects our head so that we may see and make proper decisions in accomplishing our emergency ground tasks. It is symbolic of the firefighter's intelligence required to make complex decisions for the reversal of the desolating event unfolding before our eyes.

The firefighter's ax is a forcible entry tool that we use to gain entry for the rescue of entrapped people or to aid in the suppression of fire. It is our regalia of strength and fortitude rendered by the good works of the firefighter.

The pump can represents that our profession is still allied to much physical exertion. It also show that one of earth's most natural and life supporting resource, which is water, contributes to the extinguishment of fire, but needs the precise application solely provided by the well-trained and dedicated firefighter.

This small collection of firefighting implements serves to remind us that we must always be alert to protect our fellowman and our environment from the ravages of fire and other misfortunes of ruination. The symbolism, so displayed here, gives credence that our profession is unique, demanding in both courage and intelligence, and is one of a constant and continuous challenge to everything that is good in the world today. "

Outline for Badge Pinning Ceremony

1. Welcome

- a. Families
- b. City Leadership
- c. Recruits

2. Today is a Celebration

- a. Graduation
  - i. ___ long weeks of class___ new recruits; ___ combined years of service in the fire service OR All new members of the fire service.
- b. Adding members to the fire service family

3. Fire Service is a very unique opportunity

- a. Bond that transcends race, gender and geographic boundaries
- b. For every one who serves there are thousands who long to serve
- c. Centuries of dedicated, honorable and brave service to our communities
- d. Stewards of the public trust and the responsibility that comes with it
  - i. A firefighter is a firefighter 24 hours a day. We cannot ignore our moral and ethical responsibilities while "off duty."

4. Family Members

- a. Welcome and Thank You
- b. You are part of the {INSERT CITY} fire service family
  - i. Take advantage of the things we have to offer
    1. Support network
    2. Picnics, holiday parties
- c. You are part of the fire service, and membership has its privileges!
  - i. It is one of one a few organizations where you can stop into a firehouse anywhere in the world and
    1. If you are hungry, they will feed you
    2. If you are cold, they will warm you
    3. If you are thirsty, they will give you something to drink

4. If you are scared, they will protect you

a. All by virtue of being related to a firefighter

5. Oath of Office

a. Tonight we will administer an oath of office

i. The oath is more than just a commitment to do your job

ii. You are a role model in the community and you have a responsibility to live up to it

iii. Your oath is an obligation to be responsible for your safety and the safety of the men and women around you so that everyone goes home at the end of their shift

iv. It is a commitment to serve with excellence and to strive to be a great firefighter

6. A Great Firefighter, is one who;

a. Strives for excellence and flawless execution of their duties

b. Commits to a life of learning

c. Is an outstanding steward of the public trust

d. Is proud of the role they play in the community, and plays that role with a great deal of humility

e. Does their job at all times in a manner that insures that you and the firefighters around you are safe and that everyone goes home at the end of the shift or call

7. Look around this room, at the men and women who proudly call themselves {INSERT CITY} firefighters;

a. Someday you may need one of them to save your life

b. Someday they may need you to save theirs!

i. Trust each other unconditionally on and off the fire ground

ii. Support each other

iii. Never demean, exclude or forsake them

iv. Do unto them as you would have them do unto you

8. As we prepare to pin on your badge

a. The badge is one of many symbols that are used in the fire service

b. Like the many traditions that are 200 years old

c. The badge may be the oldest or certainly has some of the oldest roots

i. Read story of the badge

9. Thankfully, we no longer fight hurling glass bombs of naphta but our fight is just as tough

a. Household plastics, lightweight construction and the "all-hazards" nature of our business keeps us in harms way

b. This is what we do, this is our calling, this is the job of a firefighter

10. Badge Pinning and Oath

a. At this time introduce graduating class, including brief biographies, and have them assemble in the front of the room

b. Oath can be administered to the entire group at once or individually.

i. Usually administer the oath to the entire group except for ceremonies involving one or two firefighters or promotions

c. Following oath of office, invite one firefighter at a time to be pinned

i. Invite family member(s) who will assist with the badge pinning

d. Reception line of Training Officers and Chief Officers

e. Provide hard copy of oath, signed and dated.

The Badge of a Fire Fighter

The Badge of a Fire Fighter is the Maltese Cross. The Maltese Cross is a symbol of protection and a badge of honor. Its story is hundreds of years old.

When a courageous band of crusaders known as The Knights of St. John fought the Saracens for possession of the holy land, they encountered a new weapon unknown to European warriors. It was a simple, but horrible device of war. It brought excruciating pain and agonizing death upon the brave fighters for the cross.

As the crusaders advanced on the walls of the city, they were struck by glass bombs containing naphtha. When they became saturated with the highly flammable liquid, the Saracens would hurl a flaming torch into their midst. Hundreds of the knights were burned alive; others risked their lives to save their brothers-in-arms from dying painful, fiery deaths.

Thus, these men became our first Fire Fighters and the first of a long list of courageous men. Their heroic efforts were recognized by fellow crusaders who awarded each hero a badge of honor - a cross similar to the one fire fighters wear today. Since the Knights of St. John lived for close to four centuries on a little island in the Mediterranean Sea named Malta, the cross came to be known as the Maltese Cross.

The Maltese Cross is our symbol of protection. It means that the Fire Fighter who wears this cross is willing to lay down his life for you just as the crusaders sacrificed their lives for their fellow man so many years ago. The Maltese Cross is a Fire Fighter's badge of honor, signifying that he works in courage - a ladder's rung away from death.

The Role of the Station Captain

The role of the Station Captain is a critical role in any firehouse. As a member of the leadership team, the Station Captain is charged with the responsibility to implement policy and procedures intended to help the organization achieve its mission.

Just as important, the Station Captain is the advocate for the men and women in their charge. As such, their role is to stand in the gap to make certain that the firefighters assigned to them are updated on a regular basis, and to make certain that their concerns and questions are given appropriate attention.

Today, we recognize an individual who has already displayed his ability to do both. And it is my honor to promote {INSERT NAME} to the position of Captain; {INSERT ASSIGNMENT}.

Fire Department

Standard Operating Guideline

Title:	**Award and Commendations**		
Section:	Administrative – Rules & Regulations		
SOG #:		**Page:**	1 of 10
Effective Date:		**Revision Date:**	

Purpose

The awarding of decorations is a powerful stimulus to pride of service and to the encouragement of heroism and/or achievement. To obtain the greatest benefit, the process of making awards must be carefully administered. Awards must be made only to those who have truly earned them. The making of unmerited awards is cheapening and destructive to the purpose of which the award was authorized. Conversely, failure to recognize true merit promptly defeats the purpose.

Guideline

1) Scope

a. Decorations are awarded in recognition of extraordinary, unusual, or outstanding acts of service, along with recognition for advanced certifications and unit participation. They are the visible evidence of such acts of service. Commendations and decorations express acknowledgement and appreciation of the City Council, Fire Chief, and the citizens of our community for heroic, merito rious or exemplary conduct in the face of danger or for distinguished and outstanding performance of duty by a unit. Awards to department members will include medals and/or commendation bar and/or certificate of commendation, as outlined in the award descriptions below. Medals and Certificates of Commendation awarded to non-members will be presented mounted or framed suitable for display.

2) Awards Committee

a. The awards committee is made up of seven (7) members having one vote each. The Chief appoints all committee members. The breakdown of members is:

- Four (4) Firefighters (at least 2 former award winners)
- One (1) Captain
- One (1) chief officer (Committee Chairman)
- Fire Chief

b) The chief may not serve as a voting member of this committee unless a vote is needed to break a tie situation. All members are appointed with the intention of serving for a minimum of 12 months.

c) In the case where a regular committee member is nominated for an award, they must surrender their position to an alternate member while their nomination is being considered. The awards committee will evaluate all recommendations submitted and will make a recommendation to the Fire Chief.

d) The Fire Chief shall have the right to refer recommendations back to the committee for addi tional consideration and may veto recommendations in extenuating circumstances where other factors are unknown to the committee (i.e. personnel matters) or where the award would have an adverse effect on the department or city.

e) With the exception of the Chief's Commendation and Certificates of Commendation, the Fire Chief does not have the authority to approve awards without the committee's endorsement.

3) Initiating an Award Request

a) When an incident occurs that is deemed worthy of recognition, and witnessed by an officer in charge, crew leader or an observer the observing party will forward a memo containing the following information to the Committee Chairman:

- All pertinent facts concerning the incident.
- Detailed account of what each member actually did.
- The degree of personal involvement of the member(s) during performance of the task.
- When rescues are a?ected at fires or other emergencies, the amount of personal risk.

4) Investigating an Award Request

a) The Committee Chairman will Investigate and ascertain that the facts are as stated. Then he/she shall

- Forward to the awards committee for final action if the submission is complete; or
- Disapprove the request if the circumstances do not meet the criteria for an award (and send written explanation of action to nominee with a copy to the Fire Chief); or
- Refer the nomination back to its source for additional information.

5) Reviewing the Award Request

a) A minimum of five (5) members shall be present before any action may be taken by the Commit tee. The Awards Committee will review and evaluate the initiator's report and the investigator's comments.

b) If approved as written, the report will be forwarded to the Fire Chief. If disapproved, a reason will be written and forwarded to the originator. The Awards Committee will evaluate all facts and de cide what, if any, departmental commendation should be awarded.

c) Information from citizens or news media reporting a commendable act will be referred to the Awards committee for evaluation and recommendation as previously discussed. The officer who recommends the commendation award may present the facts of the case to the committee but may not attend the deliberation.

6) Additional Duties of the Awards Committee

a) It shall be the responsibility of the awards committee to refine and clarify the definitions and process contained in this document with the purpose of achieving clarity of purpose, fairness in evaluating requests and complete disclosure regarding the process for consideration. Changes to this document require a majority of the committee members that must be ratified by a majority of the Board of Officers.

7) Meetings

a) Meetings may be called as necessary by the committee Chairman but shall be held at least annually. Ofiuicial action by the committee will require votes by all members of the committee who are pres ent and shall be by a majority vote.

8) Awards

a) Awards are issued to recognize three primary categories of service:

- Performance of duty,
- Advanced certifications, and
- Participation in units and/or functions that advance the organization.

b) ***Performance of Duty***

• Medal of Honor

To be awarded to a member who, at great risk to their own life, performs some outstanding act of heroism under extremely adverse conditions, to be considered an act performed clearly above and beyond the call of duty. Members must have acted in the face of extreme personal danger, without hesitation or regard for their own personal safety and substantially contributed to the saving or attempted saving of another human life. Should a member of the Department be killed or succumb to the performance of some outstanding act of heroism above and beyond the call of duty, this award shall be presented posthumously.

i. Recipient shall receive medal, commendation bar and certificate.
ii. Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

• Medal of Valor

To be awarded to member or members who at personal risk perform(s) an act of heroism under adverse conditions that reflects positively on the Fire Department. Member must have acted in the face of personal danger, without hesitation or regard for their own personal safety.

i. Recipient shall receive medal, commendation bar and certificate.
ii. Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

• Maltese Cross Medal

To be awarded to a member of the Fire Department who suffered death or serious physical injuries which resulted in a permanent disability requiring resignation/retirement from the department. Any member killed in the line of duty shall have his number and badge retired and presented to the next of kin. A record of the badge and number shall be maintained in the personnel file and a replica shall be mounted in a place of honor at all fire stations.

i. Recipient, or next of kin, shall receive medal and certificate.

• Purple Heart Award

To be awarded to a member of the Fire Department who, during the performance of their department duties, su?ers a serious injury that does not meet the criteria for the Maltese Cross Medal. The decision as to extent of the injury shall lie with the Awards Committee.

i. Recipient shall receive commendation bar and certificate.
ii. Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

• Distinguished Service Award

To be awarded to any member who displays outstanding proficiency in performance of duty that will reflect

publicly and positively on the Fire Department. Member's actions may be of a lesser magnitude than the preceding awards but must be a superior performance of duty. Member's actions must have provided a substantial contribution to the fire department generally, EMS service (including administration), fire service training, fire department operations, fire protection, prevention or fire safety education. These actions must have occurred while in the performance of regular or specially assigned non-emergency duties.

i. Recipient shall receive commendation bar and certificate.
ii. Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

• Meritorious Service Award

To be awarded to a member of the Fire Department who has displayed outstanding performance of exceptionally di?cult tasks as to set them apart and above others with similar duties.

i Recipient shall receive commendation bar and certificate.
ii. Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

• Lifesaving Award

To be awarded to a member (or crew) in recognition of extraordinary or outstanding acts in sustaining a patient's life until advanced medical care can be given. This award shall be given in concert with North Memorial's Life Saving Award but can be awarded independently. The award shall be given to crew members who provided direct pre-hospital patient care. Supporting duties, including those performed by a shift commander on the scene may qualify for inclusion in the award. The Awards Committee shall make a final determination regarding acts that qualify for recognition.

i. Recipient shall receive commendation bar and certificate.
ii. Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

• Outstanding Achievement Award

Awarded to a Brooklyn Park firefighter who is formally recognized by an outside agency for an act of bravery, contribution to humanity, the community or fire service that does not meet the requirements of any other award. Examples include, but are not limited to, North Memorial Award of Merit, various fire service and community service organizations, Firefighter, Investigator and Fire Chief of the Year awards.

i. Recipient to receive an award ribbon and certificate.
ii. Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

• Chief's Commendation Award

To be awarded to a member of the Fire Department for recognition of superior performance of duty, which would not fully meet the criteria of any other established awards category. Also may be awarded to firefighters recognized by outside agencies for their assistance with emergency events or other acts worthy of recognition.

i. Recipient shall receive commendation bar and certificate.
ii. Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

• Stork Award

To be awarded for the pre-hospital delivery and of a newborn child. This award is issued in concert with North Memorial's Stork Award.

i. Recipient shall receive commendation bar and certificate.

ii. Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

• EOC Emergency Deployment

To be awarded to a member of the Fire Department for recognition of having served in a declared emergency as part of a regional, state or national EOC deployment. Does not include local EOC activation or mutual aid assistance.

i. Recipient shall receive commendation bar.

ii. Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

• Distinguished Citizen Medal

To be awarded to a citizen who, at personal risk in the face of extreme danger without hesitation or regard for their personal safety, substantially contributed to the saving of the life of another human being. A?ects a rescue from a burning building or performs some outstanding act of heroism that the Chief of the Fire Department deems worthy of recognition and acknowledgment in the community.

i. Recipient shall receive medal and certificate.

• Certificate of Commendation

To be awarded to any firefighter, police o?cer, or civilian who demonstrates an act worthy of recognition by the Fire Department. This act could be an act of prevention or assistance that reflects in a positive way on the Fire Department.

i. Recipient shall receive certificate.

c) ***Advanced Certifications***

• Award ribbons shall be issued upon the successful completion of the following advanced certifications:

• **Bachelor's Degree -Fire Science**

(a) The successful completion of a Bachelor's degree in Fire Science. Candidate must submit an official transcript.

• **Associate's Degree -Fire Science**

(a) The successful completion of an Associate's degree in Fire Science. Candidate must submit an official transcript.

• Minnesota Certified Emergency Manager Director

(a) The successful completion of the MN HSEM Emergency Management program. Candidate must submit certificate of completion

• EMT-P
(a) Certified Emergency medical Technician – Paramedic

• EMT-B
(a) Certified Emergency Medical Technician – Basic

- National Certifications
  - Awarded to a candidate who successfully completes a national, standardized certification program. May be in the areas of fire investigations, inspections, National Safety Officers, FO and CFO programs and the like.

  - Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

- Fire Officer 1 – 4
  - Awarded for successfully completing certification with the MN Certification Board per their prescribed requirements.

- Fire Investigator 1 – 2
  - Awarded for successfully completing certification with the MN Certification Board per their prescribed requirements.

- Fire instructor 1 – 4
  - Awarded for successfully completing certification with the MN Certification Board per their prescribed requirements.

- Fire Inspector 1 – 3
  - Awarded for successfully completing certification with the MN Certification Board per their prescribed requirements.

- Rescue Technician
  - Awarded for successfully completing certification in any of the various rescue disciplines, with the MN Certification Board per their prescribed requirements.
  - Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

- Fire Public Educator 1 – 2
  - Awarded for successfully completing certification with the MN Certification Board per their prescribed requirements.

- Fire Apparatus Operator 1 – 3
  - Awarded for successfully completing certification with the MN Certification Board per their prescribed requirements.
- Firefighter III

- Awarded for successfully meeting the criteria outlined the training SOG/SOP document for attaining Firefighter III.

- Firefighter I – II
  - Awarded for successfully completing certification with the MN Certification Board per their prescribed requirements.

d) ***Unit Participation***
- Award ribbons shall be issued for participation in the following four unit descriptions:
  - Previous service on the Board of Officers, so long as the candidate's service ended in good standing.
  - Serving as an Executive Officer (President, Vice President, Secretary, and Treasurer) of a fire service board, organization or recognized association.
  - Serving as a member of the Fire Explorer Post Advisory group.
  - Serving as a member of the Honor Guard.
  - Each of the above categories shall be represented by a separate award ribbon. Each full year of service shall be recognized with a knot adornment.

e) ***Explorer Award Ribbons***
Just as the awarding of ribbons is intended to acknowledge and motivate firefighters, members of the Fire Explorer Post may earn award ribbons for various accomplishments as outlined below.

- Fire Explorer 1 – 3
o Awarded to the Explorer who satisfies the requirements as outlined in the Explorer SOP.

- Honor Roll – Full Year
  - Awarded for making and remaining on the Honor Roll at school for the entire school year.
    - Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

- Perfect Attendance
  - Awarded for perfect attendance at explorer Post meetings and trainings.
    - Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

- First Responder
  - Awarded for certification as a First responded from an accredited organization

- EMT-B
  - Awarded for certification as an Emergency Medical Technician – Basic

- Firefighter I – II
  - Awarded for successfully completing certification with the MN Certification Board per their prescribed requirements.

- Service Project Award
  - Held for future use

- Participation Award
  - Held for future use

- Individual and Team Competition
  - Awarded for placing 1st, 2nd or 3rd at approved Explorer competitions.
    - Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

- 40%+ Responder
  - Awarded for achieving a 40% response rate on eligible fire calls
    - Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

- Top Responder
  - Awarded annually to the top Fire Explorer Responder on eligible fire calls
    - Additional awards will be adorned with silver stars for award 2 through 5, gold stars for award 6 through 9 and a gold Maltese cross for 10 or more.

f) ***Other Awards***
- Length of Service Awards
  - Awarded for every five years of service to the Fire Department. Service awards shall consider all time served with the Fire Department. In the event that a member severs their relationship with the department and later returns to service, their service shall be calculated taking into account all periods of service.
    (a) Recipient shall receive commendation bar with a gold star representing each 5 year service. In addition, the recipient shall receive two (2) patches with gold stars for use on Class A uniforms or exterior jackets.

- Honor Guard Badge
  - In addition to the award ribbon, Honor Guard members may earn an Honor Guard badge for their uniforms by completing the requirements as outlined in the Honor Guard SOP, including but not limited to meeting the service requirements and agreeing to abide by the National Firefighter Code of Ethics and the Honor Guard addendum.

9) Wearing of Awards
  a) Award Ribbon Rack
    - Commendation bars will be worn on Class A and B uniforms over the right breast pocket (approxi mately 1/4 inch above the name pin). The bars will be rack mounted in department supplied mounts with the highest achievement mounted at the top and/or left side of the mount, as viewed. Commendation bars will be centered above the name pin.

b) Service Award Bars

- Service Award Bars shall be worn centered on the flap of the left pocket of a Class A or B Uniform shirt as well as a Class A jacket. The service bar shall be spaced evenly between the top seem of the pocket and the button, centered below the badge.

Notes:

Award Ribbon Order of Importance

AWARD TITLE	VANGUARD	IMAGE
Medal of Honor	3302	
Medal of Valor	7119	
Purple Heart	3007	
Distinguished Service	3713	
Meritorious Service	3671	
Life Saver	3009	
Outstanding Achievement	3502	
Chief's Commendation	4027	
Stork	3507	
EOC Deployment	4214	
Bachelor's Degree	3628	
Associates Degree	3300	
MN Emergency Management Director	8016	
Former Board of Officers	3609	
EMT-P	3709	
EMT-B	3006	
NATIONAL CERTIFICATIONS	3708	
Fire Officer 4	3684	
Fire Officer 3	3683	

Fire Officer 2	3682	
Fire Officer 1	3681	
Fire Investigator 2	3661	
Fire Investigator 1	3660	
Fire Instructor 4	3632	
Fire Instructor 3	3229	
Fire Instructor 2	5310	
Fire Instructor 1	5311	
Fire Inspector 3	4020	
Fire Inspector 2	3667	
Fire Inspector 1	5154	
Rescue Technician	7122	
Fire Public Educator II	3623	
Fire Public Educator I	3624	
Fire Apparatus Operator	3509	
Firefighter 3	3641	
Firefighter 2	3640	
Firefighter 1	3639	
Fire Service Executive Board	3600	
Explorer Advisor	3668	
Honor Guard Commander	3618	
Honor Guard	4040	



Explorer I	3274
Explorer II	3274
Explorer III	3274
Honor Roll	3103
Attendance	3216
First Responder	3214
EMT-B	3006
FF I	3639
FF II	3640
Service Project	3207
Participation	3101
Ind Comp 1st Place	3278
Ind Comp 2nd Place	3111
Ind Comp 3rd Place	3241
Team Comp 1st Place	3210
Team Comp 2nd Place	3108
Team Comp 3rd Place	3243
40%+ Responder	3211
Top Responder	3204
Jr. Member of Honor Guard	3271



The information on this form will only be used in the event of an extreme line of duty emergency such as your serious injury or death. Your name is classified as "Public" pursuant to the Minnesota Government Data Practices Act (MGDPA). All remaining information is classified as "Private" pursuant to the MGDPA and will only be released to those in the City who have a duty related need to access it and those to whom you give your informed written consent. It is not mandatory that you provide the information being requested. However, by not providing the information, it may impair the Departments ability to notify your family and/or significant others if you are involved in a serious emergency.

Maple Grove Fire Department
Emergency Notification Information

(for) Employee: _____

Person(s) to notify first: *In the event of an extreme emergency or death, is there someone you would like to accompany the Fire Department Representative when giving any notification? (i.e. Clergy, best friend, family member, co-worker, etc.)*

Name: _____ Relationship: _____
Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ Other: _____

If unable to contact, call:

Name: _____ Relationship: _____
Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ Other: _____

Person(s) to inform: *Prioritize your preferred notification.*

1st Name: _____ Relationship: _____
Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ Other: _____

2nd Name: _____ Relationship: _____
Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ Other: _____

3rd Name: _____ Relationship: _____
Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ Other: _____

4th Name: _____ Relationship: _____
Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ Other: _____

5th Name: _____ Relationship: _____
Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ Other: _____

Person(s) you want contacted? *To assist your family, help with funeral arrangements, knowledgeable with insurance, medical, legal affairs and other related matters?*

Name: _____ Relationship: _____
Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ Other: _____

Name: _____ Relationship: _____
Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ Other: _____

Yes No Would you like to have a Fire Department Honor Guard at your funeral?

Yes No Are you a veteran of the U.S. Armed services?

Yes No If the Dept. of Veterans Affairs entitles you to a military funeral, do you want one conducted?

Yes No Do you have a legal Will, Living Will or other Advanced Directives?

If YES to any, where are they located? _____

Yes No Other than the Maple Grove Fire Relief Association, are you a member of any other club, organization or association which may provide assistance to your family?

If YES, list: _____ Phone#: _____

_____ Phone#: _____

Physician/Clinic: _____ Phone#: _____

Dentist: _____ Phone#: _____

Church/Synagogue: _____ Phone#: _____

Funeral Home: _____ Phone#: _____

Please list any special needs, requests, or instructions in the event of your serious disability or death:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature: _____ Date: _____

Additional Clarification Regarding the Playing of Taps at Firefighter Funerals

Title 10 of the US Code requires the Department of Defense to provide at least a two person funeral detail to any US veteran for the purpose of conducting a flag folding and presentation and to play taps, which the code authorizes to be done electronically and does not require a live bugler. The US Code does NOT specifically say that taps may be played ONLY at military funerals.

Further, a little bit of history, Taps was originally used to signal the end of the day and/or lights out. It had been used for that purpose, beginning in 1862, for 12 years before being adopted by the US Army for funeral service. Many organizations, including the Boy Scouts, Girl Scouts have long used the song to signal the end of their day. I found many colleges and universities that use taps as part of a local ceremony honoring their comrades.

The US Army field manual does NOT recognize "echo" or "silver" taps, the playing of taps with two buglers, one playing three notes behind the other, and in fact specifically calls this unauthorized in military funerals.

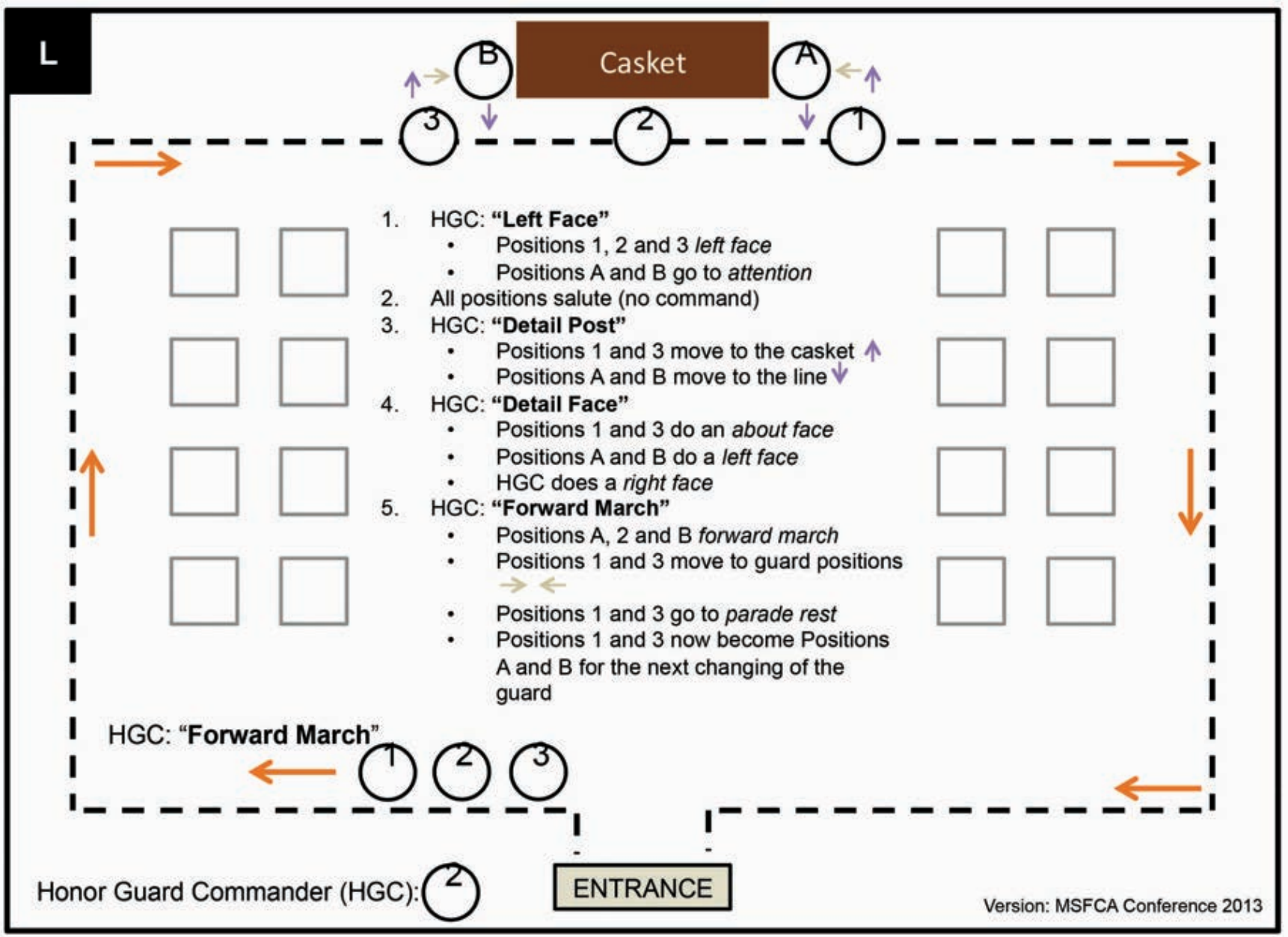
As paramilitary organizations, police and fire agencies have long incorporated taps into funeral services for those who have "served." Similar to adopting the ceremony of folding and presenting a US flag to the next of kin, taps is a routine component of funerals and memorials for law enforcement and firefighters nationwide.

The Minnesota Public Safety Ceremonies & Protocols Guidebook recognizes several authorities in its quest to provide the fire service some leadership in these areas;

- US Army Ceremonies Manual
- US Code
- MN Fire Service Foundation
- MN Law Enforcement Memorial Association
- MN Fallen Firefighters Memorial Association
- National Fallen Firefighters Association
- IAFF Fallen Firefighter Memorial Association
- Federation of Fire Chaplains

Not one of these organizations defines taps as a military ONLY ceremony. All six of the fallen organizations listed above incorporate taps into their memorial service.

Bottom line, in the absence of a federal regulation that prohibits the playing of taps, the fact that we are a paramilitary organization and the custom of six "fallen" organizations setting the precedent, the use of taps is both appropriate and warranted.


L
B
Casket
A
3
2
1
1. HGC: "Left Face"
• Positions 1, 2 and 3 left face
• Positions A and B go to attention
2. All positions salute (no command)
3. HGC: "Detail Post"
• Positions 1 and 3 move to the casket
• Positions A and B move to the line
4. HGC: "Detail Face"
• Positions 1 and 3 do an about face
• Positions A and B do a left face
• HGC does a right face
5. HGC: "Forward March"
• Positions A, 2 and B forward march
• Positions 1 and 3 move to guard positions
• Positions 1 and 3 go to parade rest
• Positions 1 and 3 now become Positions A and B for the next changing of the guard
HGC: "Forward March"
1
2
3
Honor Guard Commander (HGC):
2
ENTRANCE
Version: MSFCA Conference 2013

R
Casket
A
B
1
2
3
1. HGC: "Right Face"
• Positions 1, 2 and 3 right face
• Positions A and B go to attention
2. All positions salute (no command)
3. HGC: "Detail Post"
• Positions 1 and 3 move to the casket
• Positions A and B move to the line
4. HGC: "Detail Face"
• Positions 1 and 3 do an about face
• Positions A and B do a right face
• HGC does a left face
5. HGC: "Forward March"
• Positions A, 2 and B forward march
• Positions 1 and 3 move to guard positions
• Positions 1 and 3 go to parade rest
• Positions 1 and 3 now become Positions A and B for the next changing of the guard
HGC: "Forward March"
Honor Guard Commander (HGC):
ENTRANCE
Version: MSFCA Conference 2013

Minnesota Fire Service Funeral Planning Checklist

KEY:		
	1	*Within two (2) hours of death*
	2	*Day of Death*
	3	*At least three (3) days prior to funeral*
	4	*At least two (2) days prior to funeral*
	5	*Day before Funeral*
	6	*Day of Funeral*
	7	*Following all Services*

	Due	Task	Assigned To	Completed
	1	Secure scene (LODD)	IC	
	1	Secure all turnouts and SCBA of deceased (LODD)	Fire Chief	
	2	Notify MN State LAST	Fire Chief	
NOTIFICATIONS	1	Family/Next of Kin Notification	Fire Chief	
	2	Notify State Fire Marshal	Fire Chief	
	1	Notify Entire Department	Fire Chief	
	1	Notify City Leadership	Fire Chief	
	2	Notify Local CISM Organization (LODD)	Fire Chief	
	2	Notify MN Dept of Labor/OSHA	City HR	
	2	Notify State Chief's Association	Fire Chief	
	3	Regional and Statewide Funeral notice		
HUMAN RESOURCES	2	Notify Human Resources	Fire Chief	
	ASAP	Insurance Coverages	HR	
	ASAP	Worker's Compensation	HR	
	ASAP	Social Security Filings	HR	
	ASAP	Vacation, sick time settlement	HR	
	ASAP	Final Paycheck	HR	
	ASAP	Survivor Benefits: State and Federal	HR	
PRESS	2	Notify Public (social media, website)		
	2	Press Briefings Location and Set Up		
	2	Interviews Schedule and PIO		
	2	Establish Mourning Period (LODD)	Fire Chief	
	2	Appoint Family Liaisson	Fire Chief	
	2	Set initial meeting with Family		
	2	Request FAST Deployment (Footnote 2)	Fire Chief	
	2	Determine Attendance List for funeral services		
	2	Establish Family Escort/Support Unit		
	2	Develop and Implement FE/SU Staffing Schedule		
	2	Develop and Implement Station Standby/City Coverage Plan		

	3	Request State Honor Guard assistance	Fire Chief	
	3	Convene Funeral Planning Team	Fire Chief	
	3	Fill Organizational Structure Roles	Fire Chief	
	3	Drape Station Bunting (LODD)		
	3	Lower Flag(s) to half staff (Footnote 1)		
	3	Activate Department Honor Guard		
	3	Develop Planning Schedule		
	3	Inventory/Order mourning bands and bunting		
	3	Begin Order of Service Planning with Family		
	3	Schedule Funeral Home, Church and Cemetery Recon visits		
	3	Arrange for Crossed Ladders and Flag		
	3	Order Pipe/Drums and Bugler		
	3	Arrange Air Care Fly-By (LODD)		
	3	Meet with Law Enforcement to develop parking and traffic plan		
	3	Acquire Presentation Flag		
	3	Arrange for Bell Ceremony		
	3	Finalize Honor Guard Assignments		
	3	Secure lodging for out of town guests		
	3	Plan after-service meal/reception		
	3	Develop Supply List for Planned Activites		
	3	Determine/order food/beverage for assigned funeral personnel		
	3	Begin Vehicle Processional Planning		
	4	Finalize routes of travel		
	4	Finalize Vehcile Processional and Walking Escort		
	5	Convene Command Staff Meeting	Fire Chief	
	5	Convene Department Briefing	Fire Chief	
	5	Schedule walk-through of all activites		
	5	Wash/Prep all Apparatus to be used in Funeral		
	5	Assemble Honor Guard for Practice		
	6	Identify and Prep Caisson Engnine		
	6	Drape Engine with Bunting		
	6	Impose Traffic/Road Closures		
	6	Establish Staging Officer for Apparatus		
	7	Determine Final Disposition of Locker and Personal Items	Fire Chief	
	7	Assist Family with Benefit Applications		

OTHER DUTIES AND TASKS				

1. Incident Name	2. Prepared by: (name) Date: Time:	INCIDENT BRIEFING ICS 201x – MSFCA Ceremonies & Protocols

3. Map/Sketch (Print and attached maps as outlined below)

Overhead maps showing details of:

1. City or regional orientation showing funeral home, church, cemetery and fire station
   a. Processional routes of travel
   b. Road closures
2. Close up view of funeral home and church parking including apparatus placement
3. Additional maps as needed for clarification

4. Current Situation: (Weather conditions, road closures, security threats, safety message)

5. Initial/Current Planned Activities: (Include key events. Not intended to be an order of service)

DATE/TIME	ACTIVITY or EVENT

1. Incident Name	2. Prepared by: (name) Date: Time:	INCIDENT BRIEFING ICS 201x – MSFCA Ceremonies & Protocols

6. Current Organization (fill in names as assigned)

Ceremonial Coordinator (IC)	
Public Information Officer	
Operations Chief (OG)	
Color Guard Unit	
Casket Team Unit	
Casket Detail Unit	
Liaison Chief	
Family Liaison	
Funeral Home Liaison	
Church Liaison	
Cemetery Liaison	
Planning Chief (OG)	
Documentation Unit	
Resource Unit	
Casket Detail Unit	
Logistics Chief	
Supply Unit	
Ground Support Unit	

1. Incident Name	2. Prepared by: (name) Date: Time:	INCIDENT BRIEFING ICS 201x – MSFCA Ceremonies & Protocols

7. Resources Summary

Resource Type	Resource Identifier	Date Time Ordered	ETA	On-Scene (X)	NOTES: (Location/Assignment/Status)

8. Incident Communications; Contacts Log				
Assigned Position/Agency Liaison	Name (Last, First)	Primary Number	Alt. Contact Method	Notes
IC				
Ops Chief				
Logs Chief				
Plans Chief				
Liaison Chief				
Safety				
Funeral Home				
Church				
Cemetery				

9. Radio Channel Utilization				
Radio Type/Cache (UHF/VHF/800mhz)	Channel	Function	Frequency	Assignment
		Command		
		Apparatus Staging		
		Law Enforcement		Traffic Control

Minnesota Fire Service Funeral Notification

ANYTOWN FIRE DEPARTMENT



It is with great sadness that we announce the untimely and sudden passing of Anytown Firefighter Jeffrey Jones. Jeffrey worked for Business Name as a Manager of their Jackson site. He was not married at the time of his death and leaves behind both parents, a brother and two sisters, along with a step-father, step-brother and a step-sister, all with whom he enjoyed spending time. He joined the fire service in 2000. He was also a member of the Anytown Rural Ambulance Service.

Funeral and Visitation Information

MN TYPE II: Active Non-LODD

VISITATION:

Date	Sunday, March 24, 2013
Time	4:00 pm – 8:00 pm
Location	Smith Funeral Home, 906 10th Av N, Anytown, MN 56081
Uniform	Class A or B Requested
Mourning Bands	Anytown Fire Department Personnel Only

FUNERAL:

Date	Monday, March 25, 2013
Time	10:30 am, with Graveside Service immediately following
Location	St. James Catholic Church, 707 4th Street, Anytown, MN 56081
Uniform	Class A or B Requested
Mourning Bands	Anytown Fire Department Personnel Only

GRAVESIDE:

Date	Monday, March 25, 2013
Time	Immediately following faith service
Location	Lord Our Savior Cemetery, CR 27, Anytown, MN
Uniform	Class A or B Requested
Mourning Bands	Anytown Fire Department Personnel Only

All Minnesota Firefighters are invited to support Firefighter Jones' family and celebrate his life. There will be seating available for visiting firefighters at the church. There will be a Sea of Uniforms at the church followed by a processional to the cemetery where a flag presentation will take place. Arriving apparatus should meet at Anytown Fire Station, 315 1st Street S, Anytown, MN by 0900 Monday morning and will depart for the church together at 0930.

Minnesota Fire Service Foundation
Line of Duty Death Application
Due by June 1 to be eligible for inclusion in annual ceremony
held the last Sunday in September

General Information:
The Minnesota Fire Service Foundation is a non-profit 501c (3) organization comprised of constituent board members from the Minnesota Professional Firefighters Association, Minnesota State Fire Department Association, and the Minnesota State Fire Chiefs Association. The Foundation oversees the Fallen Firefighter Memorial located on the Capitol Grounds in Saint Paul, Minnesota; awards annual scholarships the children of current and deceased firefighters, and provides honor guard service to Line of Duty Death events as well as non-fire related active firefighter deaths.

Process:
By June 1st of the calendar year submit completed application along with all requested documents and any additional documents establishing eligibility as prescribe in the LODD Determination Policy available on our web page at www.mnfireservicefoundation.org

Applications can be submitted by the Chief of the Department, Mayor or Township Supervisor, or at least three members of the organization.

Name of fallen firefighter _____

Date of Birth _____ Date of Death _____

Fire Department or Organization _____

Rank _____ Occupation _____

Date of Injury _____ Cause of Death _____

Primary Relative Name and Contact Information

_____

_____

Secondary Relative Name and Contact Information

_____

Required Documents to be submitted:

____ National LODD determination letter

OR ALL OF THE FOLLOWING

____ Certified Copy of Death Certificate
____ Department or Organization Employment Record/Document
____ Incident Report
____ Chief of Department Attestation that death was related to acts as detailed in policy
(NOTE: Not required if application submitted by three members)

Optional Documents to submit
__ News articles
__ Accident investigation reports
__ Supplemental Fire Department Reports
__ High Resolution/Quality photograph

Name of Applicant _____

Relationship to fallen _____

Phone _____ Email _____

Address _____

AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

S. 459

One Hundred Eighth Congress of the United States of America

AT THE FIRST SESSION

Begun and held at the City of Washington on Tuesday, the seventh day of January, two thousand and three

An Act

To ensure that a public safety officer who suffers a fatal heart attack or stroke while on duty shall be presumed to have died in the line of duty for purposes of public safety officer survivor benefits.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Hometown Heroes Survivors Benefits Act of 2003".

SEC. 2. FATAL HEART ATTACK OR STROKE ON DUTY PRESUMED TO BE DEATH IN LINE OF DUTY FOR PURPOSES OF PUBLIC SAFETY OFFICER SURVIVOR BENEFITS.

Section 1201 of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796) is amended by adding at the end the following:

"(k) For purposes of this section, if a public safety officer dies as the direct and proximate result of a heart attack or stroke, that officer shall be presumed to have died as the direct and proximate result of a personal injury sustained in the line of duty, if—

"(1) that officer, while on duty—

"(A) engaged in a situation, and such engagement involved nonroutine stressful or strenuous physical law enforcement, fire suppression, rescue, hazardous material response, emergency medical services, prison security, disaster relief, or other emergency response activity; or

"(B) participated in a training exercise, and such participation involved nonroutine stressful or strenuous physical activity;

"(2) that officer died as a result of a heart attack or stroke suffered—

"(A) while engaging or participating as described under paragraph (1);

"(B) while still on that duty after so engaging or participating; or

"(C) not later than 24 hours after so engaging or participating; and

"(3) such presumption is not overcome by competent medical evidence to the contrary.

"(1) For purposes of subsection (k), 'nonroutine stressful or strenuous physical' excludes actions of a clerical, administrative, or nonmananual nature.".

Speaker of the House of Representatives

Vice President of the United States and
President of the Senate.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Public Safety Officer's Death Benefit Application Packet

Minnesota Department of Public Safety
Commissioner's Office
445 Minnesota Street
Suite 1000, Bremer Tower
St. Paul, MN 55101-5000
651-201-7160

2006

Public Safety Officer's Benefit Fund Responsibilities Death Claim

State Statutes:

299A.41 Public Safety Officer's Survivors Benefits Definitions
299A.42 Public Safety Officer's Benefit Account
299A.43 Eligibility Determination: Contested Case
299A.44 Death Benefit
299A.45 Education Benefit
299A.46 Rules
299A.47 Claims Limitation

Responsibility:

Minnesota Department of Public Safety
Commissioner's Office
445 Minnesota Street
Suite 1000, NCL Tower
St. Paul, MN 55101-5000

Phone: 651-201-7160

FAX: 651-297-5728

State Statutes:

299A.45 Educational Benefit

Responsibility:

Minnesota Higher Education Services Office
1450 Energy Park Drive, Suite 350
St. Paul, MN 55108-5227

Phone: 651-642-0567 Ext. 3417

Contested Cases:

Minnesota Attorney General's Office
Public Safety and Gambling Enforcement Division
445 Minnesota Street, Suite 1800
St. Paul, MN 55101

Phone: 651 296-6196

Public Safety Officer's Death Benefits

299A.41 Definitions.

Subdivision 1. **Scope.** The definitions used in this section apply to sections 299A.41 to 299A.46.

Subd. 2. **Dependent child.** A "dependent child" means a person who is unmarried and who was either living with or was receiving support contributions from the public safety officer at the time of death, including a child by birth, a stepchild, an adopted child, or a posthumous child, and who is:

(1) under 18 years of age;

(2) over 18 years of age and incapable of self-support because of physical or mental disability; or

(3) over 18 years of age and a student as defined by United States Code, title 5, section 8101.

Subd. 3. **Killed in the line of duty.** "Killed in the line of duty" does not include deaths from natural causes. In the case of a peace officer, "killed in the line of duty" includes the death of an officer caused by accidental means while the peace officer is acting in the course and scope of duties as a peace officer.

Subd. 4. **Public safety officer.** "Public safety officer" includes:

(1) a peace officer defined in section 626.84, subdivision 1, paragraph (c) or (f);

(2) a correction officer employed at a correctional facility and charged with maintaining the safety, security, discipline, and custody of inmates at the facility;

(3) an individual employed on a full-time basis by the state or by a fire department of a governmental subdivision of the state, who is engaged in any of the following duties:

(i) firefighting;

(ii) emergency motor vehicle operation;

(iii) investigation into the cause and origin of fires;

(iv) the provision of emergency medical services; or

(v) hazardous material responder;

(4) a legally enrolled member of a volunteer fire department or member of an independent nonprofit firefighting corporation who is engaged in the hazards of firefighting;

(5) a good samaritan while complying with the request or direction of a public safety officer to assist the officer;

(6) a reserve police officer or a reserve deputy sheriff while acting under the supervision and authority of a political subdivision;

(7) a driver or attendant with a licensed basic or advanced life support transportation service who is engaged in providing emergency care;

(8) a first responder who is certified by the emergency medical services regulatory board to perform basic emergency skills before the arrival of a licensed ambulance service and who is a member of an organized service recognized by a local political subdivision to respond to medical emergencies to provide initial medical care before the arrival of an ambulance; and

(9) a person, other than a state trooper, employed by the commissioner of public safety and assigned to the state patrol, whose primary employment is the enforcement of commercial motor vehicle laws and regulations.

Subd. 5. **Spouse.** "Spouse" means a person legally married to the decedent at the time of the decedent's death.

299A.42 Public safety officer's benefit account.

The public safety officer's benefit account is created in the state treasury. Money in the account consists of money transferred and appropriated to that account.

299A.43 Eligibility determination; contested case.

A challenge to a determination of eligibility by the commissioner of public safety must be heard as a contested case, except that the decision of the administrative law judge is binding on the parties to the proceeding. The order of the administrative law judge is the final decision of the commissioner. The hearing must be conducted according to sections 14.56 to 14.62 and is subject to appeal according to sections 14.63 to 14.68.

299A.44 Death benefit.

Subdivision 1. **Payment required.** (a) On certification to the governor by the commissioner of public safety that a public safety officer employed within this state has been killed in the line of duty, leaving a spouse or one or more eligible dependents, the commissioner of finance shall pay $100,000 from the public safety officer's benefit account, as follows:

(1) if there is no dependent child, to the spouse;

(2) if there is no spouse, to the dependent child or children in equal shares;

(3) if there are both a spouse and one or more dependent children, one-half to the spouse and one-half to the child or children, in equal shares;

(4) if there is no surviving spouse or dependent child or children, to the parent or parents dependent for support on the decedent, in equal shares; or

(5) if there is no surviving spouse, dependent child, or dependent parent, then to the estate of the decedent.

(b) If there are both a spouse and one or more dependent children under age 18, the spouse, at the spouse's discretion, may spend a maximum of one-third of a child's share on medical or dental treatment for the child or the child's education. Expenditures under this paragraph on behalf of a child do not diminish the shares of any other children. In addition, a spouse, at the

spouse's discretion, may expend money from a child's share to pay state and federal taxes on any interest accrued on the share.

Subd. 2. **Adjustment of benefit.** On October 1 of each year beginning after July 1, 1995, the commissioner of public safety shall adjust the level of the benefit payable immediately before October 1 under subdivision 1, to reflect the annual percentage change in the Consumer Price Index for all urban consumers, published by the federal Bureau of Labor Statistics, occurring in the one-year period ending on June 1 immediately preceding such October 1.

299A.45 Education benefit.

Subdivision 1. **Eligibility.** Following certification under section 299A.44 and compliance with this section and rules of the commissioner of public safety and the higher education services office, dependent children less than 23 years of age and the surviving spouse of a public safety officer killed in the line of duty on or after January 1, 1973, are eligible to receive educational benefits under this section. To qualify for an award, they must be enrolled in undergraduate degree or certificate programs after June 30, 1990, at an eligible Minnesota institution as provided in section 136A.101, subdivision 4. Persons who have received a baccalaureate degree or have been enrolled full time or the equivalent of ten semesters or the equivalent, whichever occurs first, are no longer eligible.

Subd. 2. **Award amount.** (a) The amount of the award is:

(1) for public institutions, the actual tuition and fees charged by the institution; or

(2) for private institutions the lesser of (i) the actual tuition and fees charged by the institution or (ii) the highest tuition and fees charged by a public institution in Minnesota.

(b) An award under this subdivision must not affect a recipient's eligibility for a state grant under section 136A.121.

Subd. 3. **Payment.** On proof of eligibility for this program, an eligible institution, on behalf of the student, shall request payment of the award from the higher education services office. An institution must not request payment unless the student is enrolled in or has completed the term for which the payment is intended.

Subd. 4. **Renewal.** Each award must be given for one academic year and is renewable for a maximum of eight semesters or the equivalent. An award must not be given to a dependent child who is 23 years of age or older on the first day of the academic year.

299A.46 Rules.

The commissioner of public safety may adopt rules under chapter 14 to implement, coordinate, and administer sections 299A.41 to 299A.44. The higher education services office may adopt rules to implement, coordinate, and administer section 299A.45.

299A.47 Claims limitation.

Claims for benefits from the public safety officer's death benefit account made by or on behalf of a survivor of a public safety officer must be filed within two years after the date of death of the officer.

General Instructions

If you complete a claim form, be sure to have the form notarized, and please send Medical Records, certified copies of reports, certificates and affidavits along with the form. Please note that the following required documents are applicable for both Officer's and Firefighter's Killed in the Line of Duty and/or Disabled in the Line of Duty.

1. Medical reports/medical autopsy reports
2. Death Certificate
3. Birth and marriage certificates
4. Adoption decrees
5. A statement/certificate from the employer which verifies the decedent's/disabled's employment
6. An affidavit that provides proof that the dependent spouse and decedent were legally married at the time of the officer's or firefighter's death.
7. An affidavit that shows proof that the decedent had custody or guardianship of all listed dependent children
8. An affidavit showing proof of dependency of claimed dependent children over 18 years of age
9. Workers Compensation First Report of Injury
10. PERA Letter confirming disability or death
11. Fire or Police Department Incident Report

If you have questions or problems relative to criteria, completion of the forms, etc., telephone 651-201-7160. Please return all the required information and forms to the following address:

Minnesota Department of Public Safety
Commissioner's Office
445 Minnesota Street
Suite 1000, Bremer Tower
St. Paul, MN 55101-5000

ELIGIBILITY CHECKLIST

PUBLIC SAFETY OFFICER'S BENEFIT FUND

In order to be eligible for death benefit funds:

A. A claim for the benefit must be made within two (2) years of the date of death of the public safety officer.

Date of Death _____

Date of Application _____

B. The decedent must be a public safety officer as described in one of the following eight categories (please check the appropriate category):

1. A peace officer defined in Section 626.84, subd. 1, paragraph (c) or (f) [an employee or elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Peace Officer Standards and Training Board, charged with the prevention or detection of crime and the enforcement of the general criminal laws of the state and who has the full power of arrest, and shall also include the Minnesota State Patrol and state conservation officers as defined in Section 84.028, Subdivision 3.] _____

2. A correction officer employed at a correctional facility and charged with maintaining the safety, security, discipline, and custody of inmates at the facility. _____

3. An individual employed on a full-time basis by the state or by a fire department of a governmental subdivision of the state, who is engaged in any of the following duties:

   a. Firefighting _____
   b. Emergency Motor Vehicle Operation _____
   c. Investigation into the Cause and Origin of Fires _____
   d. The Provision of Emergency Medical Services _____
   e. Hazardous Material Responder _____

4. A legally enrolled member of a volunteer fire department or member of an independent nonprofit firefighting corporation who is engaged in the hazards of firefighting. _____

5. A good samaritan while complying with the request of direction of a public safety officer to assist the officer. _____

6. A reserve police officer or a reserve deputy sheriff while acting under the supervision and authority of a political subdivision. _____

7. A driver or attendant with a licensed basic or advanced life support transportation service who is engaged in providing emergency care. _____

8. A first responder who is certified by the Commissioner of Health to perform basic emergency skills before the arrival of a licensed ambulance service and who is a member of an organized service recognized by a local political subdivision to respond to medical emergencies to provide initial medical care before the arrival of an ambulance. _____

9. A person; other than a State Trooper, employed by the Commissioner of Public Safety and assigned to the State Patrol, whose primary employment is the enforcement of Commercial Motor Vehicle Laws and Regulations. _____

C. The claim must be submitted on behalf of one or more persons included in one or more of the following categories (Please check all appropriate categories):

1. Dependent Child(ren)

A dependent child means an unmarried person either living with or receiving support contributions from the public safety officer at the time of death, including a child by birth, a stepchild, an adopted child, or a posthumous child, and who is:

a. under 18 years of age; _____

b. over 18 years of age and incapable of self support because of physical or mental disability; _____

c. over 18 years of age and a student defined by United States Code, Title 5, Section 810: _____

An individual under 23 years of age who has not completed 4 years of education beyond the high school level and who is regularly pursuing a full-time course of study or training at an approved institution: _____

2. Spouse _____

A spouse means a person legally married to the decedent at the time of the decedent's death.

3. Dependent Parent(s) _____

Dependent parent means a parent of the decedent who was at the time of the death dependent on the decedent for support.

4. Estate of the Public Safety Officer _____

EMPLOYMENT VERIFICATION

A representative of the below listed individual has made application for benefits under the Public Safety Officer's Benefit Program. As part of our review of the claim, we must have information about and verification of the decedent's employment or membership under your supervision. Please provide all the information requested; sign and notarize the form; and return it as soon as possible to:

Department of Public Safety
Public Safety Officer's Death Benefit Program
445 Minnesota Street
Suite 1000, Bremer Tower
St. Paul, MN 55101-5000

Name of Decedent _____

Address _____

_____

Social Security Number _____

Name of Employer _____

Address _____

_____

Phone _____

Supervisor's Name _____

Title _____

Address _____

_____

Phone _____

Description of Job Duties _____

_____

_____ _____

Employer/Supervisor Signature Date

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

CLAIM FORM

Public Safety Officer's Benefit Fund

DECEASED OFFICER (DECEDENT) INFORMATION

Name of Officer

Social Security Number

Address

Job Title

City State Zip Code

Date and Time of Death

DESCRIPTION OF CAUSE OF DEATH AND HOW IT OCCURRED

DECEDENT'S EMPLOYMENT INFORMATION

Name of Employer

Decedent's Title

Supervisor's Name

Supervisor's Title

Supervisor's Address

Supervisor's Phone Number

Labor Organization (Name, Contact Person, Address, Phone)

LIST ALL DEPENDENTS OF THE DECEDENT

Name

Relationship to Decedent & Date of Birth

Address Phone Number

Social Security Number

Name

Relationship to Decedent & Date of Birth

Address Phone Number

Social Security Number

Name

Relationship to Decedent & Date of Birth

Address Phone Number

Social Security Number

Name

Relationship to Decedent & Date of Birth

Address Phone Number

Social Security Number

_____ _____

Name (printed) and Signature of Individual Requesting Benefits Date

This box will apply if your claim for benefits is denied. If you consent, the commissioner of public safety will give notice of a denial to the deceased officer's employer and Labor organization. If you do not consent or if you leave this box blank, the commissioner will not give notice of denial to the deceased officer's employer and Labor organization.

I consent/do not consent (circle one) to giving of notice of denial to the deceased officer's employer and Labor organization.

_____

Signature of Claimant

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____ Commission Expires _____

AUTHORIZATION FOR RELEASE OF INFORMATION

I give permission to any hospital, doctor, law enforcement agency, employer, welfare or social agency, or any federal, state or local government agency to release all records and information that will help the Minnesota Department of Public Safety to process my claim for benefits under the Public Safety Officer's Benefit Fund and to allow copies of such records to be made and to answer any questions made by or on behalf of the Department of Public Safety. I also agree to execute any additional authorizations requested by the Department of Public Safety should the need arise.

I understand that after receiving this form the Department of Public Safety will perform whatever investigation that is necessary to process my application for benefits, and I consent to such investigation. This authorization is valid for one year from the date given below.

I agree to notify the Department if I retain an attorney to represent me with regard to this claim for benefits.

I certify that I have read and understand the statements above and that the information I give will be true and correct to the best of my knowledge and belief.

Signature of Applicant _____

Date _____

11/06

PUBLIC SAFETY OFFICERS' BENEFITS
DEATH BENEFITS PROGRAM







Checklist

FILING A PSOB DEATH CLAIM

U.S. Department of Justice

The Public Safety Officers' Benefits (PSOB) Office extends its condolences to you on the loss of your colleague. This checklist is designed to streamline the PSOB filing and review process for the fallen officer's survivors and you. Do not hesitate to contact the PSOB Office toll free at 1–888–744–6513 for assistance with any part of the PSOB claim.

— STEP 1 —

Collect the following information regarding the officer's line-of-duty death from your agency records.

- ☐ *PSOB Report of Public Safety Officer's Death* form, completed and signed by the head of the public safety agency. The form is available at www.ojp.usdoj.gov/BJA/grant/psob/death_claim.pdf.
- ☐ Detailed Statement of Circumstances from the initiation of the incident to the officer's death, on agency letterhead and signed by department head or designee.
- ☐ Investigation, Incident, and/or Accident Reports.
- ☐ Death Certificate.
- ☐ Autopsy Report, or a statement signed by the head of the public safety agency or the medical examiner noting that no autopsy was performed.
- ☐ Toxicology Report, or a statement signed by the head of the public safety agency or the medical examiner noting that no analysis was performed.
- ☐ When the cause of death is a heart attack or stroke: Refer to the Hometown Heroes Checklist available at www.psob.gov.
  - ☐ A statement, on agency letterhead and signed by the agency head or designee, accounting for the 24-hour period prior to the onset of the officer's heart attack or stroke, noting the hours within this period that the officer was on duty, and all on-duty actions during that time.
  - ☐ All investigation, incident, and/or accident reports for the officer's on-duty activities in the 24 hours prior to his or her heart attack or stroke.
  - ☐ Medical documents about any response to the heart attack or stroke (like an ambulance run sheet) and any treatment of the officer prior to his or her death.
- ☐ **VOLUNTEER FIREFIGHTERS (VFD) ONLY:** Supporting documentation of department's volunteer status, *if applicable.*
  - ☐ If VFD is a nonprofit/chartered corporation:
    1. A statement on letterhead, signed by an elected official such as a mayor, county commissioner, etc., . . . and notarized, which states:

       "The [insert name of VFD] is legally organized and is authorized by the [insert name of government agency] to act on its behalf by providing fire services, as its primary function, to the community of [insert name of jurisdiction]."

    2. A certified copy of the charter or minutes of the government agency's meeting establishing the VFD as that government agency's VFD.
  - ☐ If VFD is a unit of government that utilizes volunteers:
    1. A statement on letterhead, signed by an elected official and notarized, which states:

       "The [insert name of VFD] is a unit of [insert level of government] government using volunteer firefighters."

— STEP 2 —

Collect the following information regarding the officer's surviving family and potential beneficiaries.

For officers with surviving children, use the "Children At-A-Glance" chart on the back of this checklist for the documents to include with the claim packet.

- ☐ *PSOB Claim for Death Benefits* form, completed and signed by the survivor or claimant.
- ☐ Officer's current marriage certificate, *if applicable.*
- ☐ Divorce decrees for all the officer's and current spouse's previous marriages, including references to physical custody of any children, *if applicable.*
- ☐ Death certificates for all the officer's and current spouse's previous marriages, if any of the marriages ended in death, *if applicable.*

— STEP 3 —

Submit the above information to the PSOB Office, keeping a complete copy for your records.

- ☐ **Mailing Address:**
  Public Safety Officers' Benefits Office
  Bureau of Justice Assistance
  Office of Justice Programs
  810 Seventh Street NW.
  Fourth Floor
  Washington, DC 20531
- ☐ **E-mail:** AskPSOB@usdoj.gov
- ☐ **Fax:** 202–616–0314

SHOULD TRAGEDY STRIKE

- ☐ Contact the PSOB Office at 1–888–744–6513. The PSOB Call Center is open Monday through Friday from 7:00 a.m. to 7:00 p.m.
- ☐ Download death claim forms at www.psob.gov.
- ☐ When in doubt regarding the eligibility of a claim, always contact the PSOB Office to discuss.

Because every PSOB case is unique, additional information may be requested by the PSOB Office to help clarify or establish the eligibility of claims and beneficiaries according to the PSOB Act and its regulations.

APPROVED: OMB NO. 1121-0025
EXPIRES: 04/30/2007

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
BUREAU OF JUSTICE ASSISTANCE
PUBLIC SAFETY OFFICERS BENEFITS PROGRAM
WASHINGTON, D.C. 20531

REPORT OF PUBLIC SAFETY OFFICER'S DEATH

FOR DOJ USE ONLY

CASE NUMBER _____

DATE RECEIVED _____

This information is being requested pursuant to the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3796), and the disclosure is voluntary. This form will be used by the Department of Justice to determine eligibility of a claimant for the payment of benefit and the information may be disclosed to Federal, State and local agencies to verify eligibility for benefits. Disclosure of an individual's Social Security number is mandatory. Failure to supply requested information may result in a delay in processing this form and receipt of benefits. **PLEASE PRINT CLEARLY OR TYPE.**

1. NAME OF OFFICER (Last, First, Middle)	2. OFFICER'S TITLE

3. SOCIAL SECURITY NUMBER	4. DATE OF INJURY	5. DATE OF DEATH

6. NAME AND PHYSICAL ADDRESS OF EMPLOYING AGENCY, ORGANIZATION OR UNIT IN WHOSE SERVICE DEATH OCCURRED (Include zip code)

PART I: NOTICE OF LINE OF DUTY DEATH OF PUBLIC SAFETY OFFICER

7. AT THE TIME OF INJURY THAT RESULTED IN DEATH WAS THE OFFICER WORKING A REGULAR SHIFT OR AN ASSIGNED OVERTIME SHIFT? YES ☐ NO ☐

IF NO, ATTACH AN AFFIDAVIT EXPLAINING THE OFFICER'S DUTY STATUS.

AS A

- LAW ENFORCEMENT ☐
- CORRECTIONS OFFICER ☐
- PROBATION OFFICER ☐
- PAROLE OFFICER ☐
- FIRE FIGHTER ☐
- JUDICIAL OFFICER ☐
- AMBULANCE AND RESCUE SQUAD MEMBER ☐
- OTHER (Specify) ☐

IN THE SERVICE OF

- STATE GOVERNMENT ☐
- LOCAL UNIT OF GOVERNMENT ☐
- FEDERAL GOVERNMENT ☐
- LEGALLY ORGANIZED VOLUNTEER FIRE, AMBULANCE OR RESCUE SQUAD, DEPARTMENT ORGANIZED, CHARTED OR FORMED BY A PUBLIC AGENCY TO ACT ON ITS BEHALF IN PROVIDING FIRE OR RESCUE SERVICES TO THE PUBLIC ☐
- OTHER (Specify) ☐

8. OFFICER'S EMPLOYMENT STATUS WHEN INJURY OCCURRED.

- FULL-TIME ☐
- PART-TIME ☐
- VOLUNTEER ☐
- OTHER ☐

9. WAS INJURY CONTRIBUTED BY:

	YES	NO	UNKNOWN
OFFICER'S GROSS NEGLIGENCE?	☐	☐	☐
OFFICER'S INTENTIONAL MISCONDUCT?	☐	☐	☐
OFFICER'S INTENT TO BRING ABOUT HIS OWN DEATH?	☐	☐	☐
OFFICER'S VOLUNTARY INTOXICATION?	☐	☐	☐
ANY PERSON WHO MAY BE ENTITLED TO BENEFIT?	☐	☐	☐

(Attach explanations for any "yes" answer.)

PART II: INFORMATION CONCERNING POSSIBLE CLAIMANTS: Provision of this information does not constitute a finding for or against an interim Payment of Benefits or Final Award of Benefits. If the officer was not married at the time of his death, but was cohabiting with another person in what could be construed as a common-law marriage, please indicate that relationship below.

10. NAMES, RELATIONSHIP, AND ADDRESS OF PERSONS IN PRECEDENCE ORDER AND APPLICABILITY CATEGORY AS FOLLOWS:

SURVIVING SPOUSE OR COHABITANT	
NAME (Last, First, Middle)	SOCIAL SECURITY NO.
MAILING ADDRESS (Include zip code)	

PART II CONTINUED

CHILDREN NATURAL, ADOPTED, STEPCHILDREN, POSTHUMOUS, OUT OF WEDLOCK, REGARDLESS OF AGE OR DEPENDENCY STATUS			
10a. NAME (Last, First, Middle)	DATE OF BIRTH	SOCIAL SECURITY NO.	Marital status regardless of age
			Married ☐ Single ☐
Address (if different from item 11, above) and Telephone Number		PARENT OR LEGAL GUARDIAN NAME & SOCIAL SECURITY NUMBER	
10a. NAME (Last, First, Middle)	DATE OF BIRTH	SOCIAL SECURITY NO.	Marital status regardless of age
			Married ☐ Single ☐
Address (if different from item 11, above) and Telephone Number		PARENT OR LEGAL GUARDIAN NAME & SOCIAL SECURITY NUMBER	

Please attach a separate sheet of paper if there are additional children.

10.b IF THE DECEDENT IS SURVIVED BY NEITHER SPOUSE NOR ELIGIBLE CHILDREN, PROVIDE A COPY OF THE OFFICER'S MOST RECENT DEPARTMENTAL LIFE INSURANCE POLICIES, INCLUDING BENEFICIARY DESIGNATION PAGE.
PLEASE NOTE: The decedent's family will be asked to provide the most recent private insurance policies.

BENEFICIARIES:	
NAME (Last, First, Middle)	SOCIAL SECURITY NO.
MAILING ADDRESS (Include zip code)	
NAME (Last, First, Middle)	SOCIAL SECURITY NO.
MAILING ADDRESS (Include zip code)	

PART III: INFORMATION CONCERNING OTHER CLAIMS

11. TO YOUR KNOWLEDGE HAS OR WILL A CLAIM BE FILED FOR BENEFITS UNDER:
A) Federal Employees Compensation Act, Section 8191 title 5, U.S. Code? YES ☐ NO ☐
B) D.C. Retirement and Disability Act of September 1, 1916, Section 4-622? YES ☐ NO ☐

PART IV: CERTIFICATION A false answer to any question in this Statement may be grounds for non-payment of benefits and may be punishable by fine or imprisonment (U.S. Code, Title 18, Sec. 1001). All the information you give will be considered in reviewing the claim and is subject to investigation.

12. EMPLOYING ORGANIZATION - To the best of my knowledge and belief, the above stated information is true and complete.

ORGANIZATION	TYPED NAME & TITLE OF EMPLOYING AGENCY HEAD	SIGNATURE OF EMPLOYING AGENCY HEAD	
ADDRESS (Include zip code)	PHONE NO.	E-MAIL ADDRESS	DATE

13. IS THERE A RETIREMENT/DISABILITY BOARD, WORKERS COMPENSATION BOARD, COURT, OR OTHER ENTITY THAT WILL CONSIDER OR HAS BEEN CONSIDERED THE FACTS OF THIS CASE IN ORDER TO DETERMINE ELIGIBILITY FOR OTHER BENEFITS? YES ☐ NO ☐

14. WAS A FAVORABLE DECISION RENDERED? YES ☐ NO ☐

If "yes," on a separate sheet of paper please give address and telephone number for each entity.

Public Reporting Burden

Paper Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and that impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is 2½ hours per application. If you have comments regarding the accuracy of this claim, or suggestions for making this claim form simpler, you can write to the Public Safety Officers' Benefits Program, Bureau of Justice Assistance, 810 7th Street, NW, Washington, D.C. 20531 and to the Office of Information and Regulatory Affairs, Office or Management and Budget, Washington, D.C. 20530.

Approved OMB No. 1121-0024 (Expires: 04/30/2007)

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
BUREAU OF JUSTICE ASSISTANCE
PUBLIC SAFETY OFFICERS BENEFITS PROGRAM
WASHINGTON, D.C. 20531

CLAIM FOR DEATH BENEFITS

FOR DOJ USE ONLY

CASE NUMBER _____

DATE RECEIVED _____

This form should be filed by a surviving spouse, child/children, insurance beneficiary and/or parent(s) of the deceased public safety officer. This claim may be prepared by someone on behalf of these individuals. If you are filing on behalf of others, you must attach evidence of your authority to do so. **PLEASE PRINT PLAINLY OR TYPE**

1. NAME OF OFFICER (Last, First, Middle)		2. OFFICER'S TITLE
3. SOCIAL SECURITY NUMBER	4. DATE OF INJURY	5. DATE OF DEATH
6. NAME AND PHYSICAL ADDRESS OF EMPLOYING AGENCY, ORGANIZATION OR UNIT IN WHOSE SERVICE DEATH OCCURRED (Include *zip code*)		

INSTRUCTIONS: To ensure payment to all eligible individuals, attach valid documentation (such as notarized, certified, or attested to documentation) regarding marriage, divorce, separation decrees, death certificates, birth certificates, adoption papers, custody agreements, or other evidence of parent-child relationship, as appropriate for any claimant in Parts I and II

PART I INFORMATION ON SURVIVING BENEFICIARY

If at the time of an officer's death the officer was survived by a husband, wife, or parent(s), Part I should be completed. If there are children of the officer, regardless of age or dependency, Part II must be completed. (Attach certified copies of marriage license, all divorce decrees (including custody agreements), or separation agreements as applicable to martial relationship with the officer and certified copies of children's birth certificates.) If the decedent is survived by neither spouse nor eligible child, provide a copy of the officer's most recent life insurance policies. **PLEASE NOTE:** The decedent's employing agency will be asked to provide departmental insurance policies.

7. ELIGIBLE BENEFICIARY Spouse ☐ Mother ☐ Father ☐ Other beneficiary ☐

NAME (Last, First, Middle)	SOCIAL SECURITY NO.
MAILING ADDRESS (Include *zip code*)	
NAME (Last, First, Middle)	SOCIAL SECURITY NO.
MAILING ADDRESS (Include *zip code*)	

8. MARITAL STATUS OF OFFICER AT TIME OF DEATH.

MARRIED ☐ SINGLE ☐
SEPARATED ☐ OTHER ☐
DIVORCED ☐ (Please identify)

Attach necessary documentation such as marriage certificates, all divorce decrees and custody agreements, or separation agreements.

9. DO YOU HAVE REASON TO BELIEVE THAT THE OFFICER WAS MARRIED AT ANY TIME TO ANYONE ELSE?

YES ☐ NO ☐ UNKNOWN ☐

If yes, please list number of marriages and submit documents to show dissolution of prior marriages, such as death certificates or divorce decrees. _____

9a. List number of times surviving spouse was previously married. _____

10. DO YOU HAVE REASON TO BELIEVE THAT THE OFFICER HAD A CHILD(REN) FROM A PREVIOUS MARRIAGE OR RELATIONSHIP?

YES ☐ NO ☐

If yes, include in Part II or explain on a separate sheet of paper and attach to this form.

PART II SURVIVING CHILDREN INFORMATION

If the officer was survived by a natural, out-of-wedlock, adopted or posthumous child, or stepchild (or children) at the time of death, complete this part. All surviving children should be listed regardless of age or dependency status at the time of the officer's death. Attach a certified copy of birth certificates, adoption papers, DNA results, or other evidence of parent-child relation, as appropriate.

11. NAME (Last, First, Middle Initial)	Date of Birth	Social Security No.	If over 18, educational status at the time of parent's death	Marital Status regardless of age
			Full-Time ☐ Part-Time ☐ N/A ☐	Married ☐ Single ☐
Address (if different from item 7, above) and Telephone Number		PARENT OR LEGAL GUARDIAN NAME & SOCIAL SECURITY NUMBER		

PART II CONTINUED

11. NAME (Last, First, Middle Initial)	Date of Birth	Social Security No.	If over 18, educational status at the time of parent's death	Marital Status regardless of age
			Full-Time ☐ Part-Time ☐ N/A ☐	Married ☐ Single ☐
Address (if different from item 7, above) and Telephone Number		PARENT OR LEGAL GUARDIAN NAME & SOCIAL SECURITY NUMBER		
11. NAME (Last, First, Middle Initial)	Date of Birth	Social Security No.	If over 18, educational status at the time of parent's death	Marital Status regardless of age
			Full-Time ☐ Part-Time ☐ N/A ☐	Married ☐ Single ☐
Address (if different from item 7, above) and Telephone Number		PARENT OR LEGAL GUARDIAN NAME & SOCIAL SECURITY NUMBER		
11. NAME (Last, First, Middle Initial)	Date of Birth	Social Security No.	If over 18, educational status at the time of parent's death	Marital Status regardless of age
			Full-Time ☐ Part-Time ☐ N/A ☐	Married ☐ Single ☐
Address (if different from item 7, above) and Telephone Number		PARENT OR LEGAL GUARDIAN NAME & SOCIAL SECURITY NUMBER		

Please attach a separate sheet of paper if there are additional children.

PART III

STATEMENTS AND CLAIM: All claimants are required to complete this Part. The purpose of this claim is to establish survivorship eligibility and assert the rights to benefits under the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42. U.S.C. 3796). The filing of this claim does not constitute a determination by the Department of Justice that benefits will or will not be awarded to the claimant(s).

This claim may be prepared by a person acting on behalf of the claimant(s) such as a parent, legally appointed guardian, other legal representatives, or duly designated representatives of the claimant(s). Evidence of authority to represent claimant(s) should be attached.

A. STATEMENT ON OTHER CLAIMS FILED WITH THE UNITED STATES GOVERNMENT AND/OR THE DISTRICT OF COLUMBIA:

Has claim been filed for benefits under

(1) Federal Employees Compensation Act, Section 8191 title 5, U.S. Code? YES ☐ NO ☐

(2) D.C. Retirement and Disability Act of September 1, 1916, Section 4-622? YES ☐ NO ☐

B. STATEMENT OF FINANCIAL NEED: If an immediate financial hardship has been incurred as a result of this death, an interim payment of $3000 may be made. If you are experiencing an immediate financial hardship, please attach a statement of financial circumstances and need. This statement must include all financial responsibility, all benefits that you are eligible for, and the benefits that you have received to date. If all documents required to complete this claim are received an interim payment may not be necessary.

This form will be used by the Department of Justice to determine eligibility of a claimant for paying death benefits. The information may be disclosed to Federal, State, and local agencies to verify eligibility for benefits. We must have Social Security Numbers to process payments.

I certify that the above information is correct and complete to the best of my knowledge. I certify further that I am not aware of any potential claimant for this PSOB death benefit other than those listed above. I know of no facts or circumstances that would render the above-listed persons ineligible for this benefit. I understand that a false or incomplete statement or a failure to fully disclose pertinent information concerning this claim may be grounds for non-payment of benefits or for prosecution for a false statement under 18 U.S.C. § 1001.

All the information you give will be considered in reviewing the claim and is subject to investigation.

SIGNATURE OF CLAIMANT OR AUTHORIZED REPRESENTATIVE (If representative, provide claimant's affidavit granting power of attorney)	**DATE**
	E-MAIL (If available)

Home number. (Including Area Code)	**Work number (Including Area Code)**	**Alternate number (Including Area Code)**

Public Reporting Burden

Paper Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and that impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is 90 minutes per application. If you have comments regarding the accuracy of this claim, or suggestions for making this claim form simpler, you can write to the Public Safety Officers' Benefits Program, Bureau of Justice Assistance, 810 7th Street, NW, Washington, D.C. 20531 and to the Office of Information and Regulatory Affairs, Office or Management and Budget, Washington, D.C. 20530.

PUBLIC SAFETY OFFICERS' BENEFITS

"CHILDREN" AT-A-GLANCE

	Birth Certificate	Signature on PSOB Claim form	Statement from child that he/she was capable of self-support when the officer passed away	Statement from school confirming child's status as a full-time student for the term when the officer passed away	Statement from child's parent that, when the officer passed away: • the child's principal residence was the home of the officer, OR • the child did not live at the officer's home but was dependent on the officer's income for more than one-half of the child's support, OR • the officer accepted the child as his/her own (include affidavits from two non-family members stating that).
Natural child, age 18 or under when the officer passed away?	✓	Parent or Guardian of Child			
Stepchild, age 18 or under when the officer passed away?	✓	Parent or Guardian of Child			✓
Natural child, age 19–22, and a full-time student when the officer passed away?	✓	Child		✓	
Natural child, age 19–22, and not a full-time student when the officer passed away?	✓	Not Required	✓		
Stepchild, age 19–22, and a full-time student when the officer passed away?	✓	Child		✓	✓
Stepchild, age 19–22, and not a full-time student when the officer passed away?	✓	Not Required	✓		
Natural or stepchild over the age of 22 when the officer passed away?	✓	Not Required			

While the PSOB Office hopes that no agency ever requires our services, we stand ready to assist you throughout the claim process. Thank you for your own public safety efforts that serve to keep America safe.

BJA
Bureau of Justice Assistance
U.S. Department of Justice

PUBLIC SAFETY OFFICERS' BENEFITS OFFICE
U.S. Department of Justice • Office of Justice Programs • Bureau of Justice Assistance
810 Seventh Street NW., Fourth Floor, Washington, DC 20531
Web site: www.psob.gov • Toll free: 1–888–744–6513 • E-mail: AskPSOB@usdoj.gov

Firefighter Code of Ethics

Background

The Fire Service is a noble calling, one which is founded on mutual respect and trust between firefighters and the citizens they serve. To ensure the continuing integrity of the Fire Service, the highest standards of ethical conduct must be maintained at all times.

Developed in response to the publication of the Fire Service Reputation Management White Paper, the purpose of this National Firefighter Code of Ethics is to establish criteria that encourages fire service personnel to promote a culture of ethical integrity and high standards of professionalism in our field. The broad scope of this recommended Code of Ethics is intended to mitigate and negate situations that may result in embarrassment and waning of public support for what has historically been a highly respected profession.

Ethics comes from the Greek word ethos, meaning character. Character is not necessarily defined by how a person behaves when conditions are optimal and life is good. It is easy to take the high road when the path is paved and obstacles are few or non-existent. Character is also defined by decisions made under pressure, when no one is looking, when the road contains land mines, and the way is obscured. As members of the Fire Service, we share a responsibility to project an ethical character of professionalism, integrity, compassion, loyalty and honesty in all that we do, all of the time.

We need to accept this ethics challenge and be truly willing to maintain a culture that is consistent with the expectations outlined in this document. By doing so, we can create a legacy that validates and sustains the distinguished Fire Service institution, and at the same time ensure that we leave the Fire Service in better condition than when we arrived.



Firefighter Code of Ethics

I understand that I have the responsibility to conduct myself in a manner that reflects proper ethical behavior and integrity. In so doing, I will help foster a continuing positive public perception of the fire service. Therefore, I pledge the following…

- Always conduct myself, on and off duty, in a manner that reflects positively on myself, my department and the fire service in general.
- Accept responsibility for my actions and for the consequences of my actions.
- Support the concept of fairness and the value of diverse thoughts and opinions.
- Avoid situations that would adversely affect the credibility or public perception of the fire service profession.
- Be truthful and honest at all times and report instances of cheating or other dishonest acts that compromise the integrity of the fire service.
- Conduct my personal affairs in a manner that does not improperly influence the performance of my duties, or bring discredit to my organization.
- Be respectful and conscious of each member's safety and welfare.
- Recognize that I serve in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles and equipment and that these are protected from misuse and theft.
- Exercise professionalism, competence, respect and loyalty in the performance of my duties and use information, confidential or otherwise, gained by virtue of my position, only to benefit those I am entrusted to serve.
- Avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety.
- Never propose or accept personal rewards, special privileges, benefits, advancement, honors or gifts that may create a conflict of interest, or the appearance thereof.
- Never engage in activities involving alcohol or other substance use or abuse that can impair my mental state or the performance of my duties and compromise safety.
- Never discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
- Never harass, intimidate or threaten fellow members of the service or the public and stop or report the actions of other firefighters who engage in such behaviors.
- Responsibly use social networking, electronic communications, or other media technology opportunities in a manner that does not discredit, dishonor or embarrass my organization, the fire service and the public. I also understand that failure to resolve or report inappropriate use of this media equates to condoning this behavior.

Developed by the National Society of Executive Fire Officers

Family Support Liaison

1013.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the position, role and responsibilities of the Family Support Liaison. The procedure describes the conditions under which the position is activated and identifies the Department personnel responsible for the activation.

1013.2 POLICY

It is the policy of the Oakdale Fire Department to assign a member to act as a Family Support Liaison, as soon as practicable, to the family of any member who has been seriously injured or has died in the line of duty. The member assigned should be the most appropriate person for the circumstances, without regard for rank.

1013.3 PROCEDURE

1013.3.1 LIAISON ACTIVATION CRITERIA

The Department will assign a member to the Family Support Liaison position whenever any department member has been seriously injured or has died in the line of duty. At the discretion of the Fire Chief, the position may be activated and filled in the event of an off-the-job serious injury or death or in the event of a member's catastrophic loss.

1013.3.2 LIAISON ROLE AND RESPONSIBILITIES

The Family Support Liaison will coordinate the needs and wishes of an employee's family with the responsibilities and needs of the Department and will represent the Department in helping meet the needs of the employee's family by communicating direction with the Fire Chief or the authorized designee. Responsibilities shall include, but not be limited to, the following:

(a) Establish ongoing communication with the member's Captain and obtain a briefing regarding circumstances of the event, family contacts up to the present and other relevant information.

(b) Establish contact with family members. Identify immediate needs and questions and provide appropriate solutions or responses. Relay any unfilled needs and unanswered questions to the Fire Chief.

(c) Coordinate or provide transportation to hospitals, places of worship and/or other appropriate locations.

(d) Within 24 hours of an employee's line-of-duty death, arrange for the Fire Chief to visit the family.

(e) Establish contact with the Department Public Information Officer and coordinate media information needs, while considering the privacy wishes of the family.

(f) Coordinate with local law enforcement to provide for the physical security of the family.

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(g) Establish communications with other support personnel or groups, including department chaplains, employee associations, human resources representatives and appropriate labor organizations.

(h) If appropriate, coordinate with the Department-appointed funeral detail officer.

(i) Ensure the family knows how to reach him/her and establish a time to contact the family in the future.

1013.3.3 SELECTION AND REPORTING REQUIREMENTS

The affected member's Captain will select the Family Support Liaison. The following guidelines should be used for selection:

(a) The liaison should be an individual the family knows and with whom they are comfortable working.

(b) If the family has no preference, the selection may be made from names recommended by the affected member's supervisor and/or coworkers.

(c) The liaison should report directly to the affected member's Captain.

(d) If the selected liaison does not already have an assigned department pager or cellular telephone, one or both should be assigned to facilitate the necessary communications.

1013.4 REFERENCE

IAFF-FFF-Family-Support-Guidelines-7-28-22.pdf

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Attachments

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IAFF-FFF-Family-Support-Guidelines-7-28-22.pdf

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International Association of Fire Fighters
Fallen Fire Fighter Family Support after Line-of-Duty Deaths

The IAFF embraces the families of our fallen because we recognize the need for those families to have a support program available after a line-of-duty death. We also believe that because our members know their union will be there to assist their families, they can do their job with a relative peace of mind, even as they face the inherent dangers of their job each day.

The following information is provided to address family support issues for IAFF affiliates in the event of the line-of-duty death of a member. It is solely provided for assistance purposes; each individual affiliate should evaluate its local conditions and use, amend or change these recommendations accordingly.

Family Support and Assistance Process

Spouses, partners, children and family members who experience significant loss are seriously affected in several areas of their life. But it is also during this time of emotional stress that family members will likely be overwhelmed with all kinds of information and decisions that require immediate resolution. Information processing and decision-making can also be affected by the emotional needs and condition of the family members.

Fire departments and IAFF affiliates can and should provide families structured support after a line-of-duty death. This assistance can help families make critical decisions during a period of high emotional distress.

The family support process involves a core group of support personnel, typically called family liaisons. Such family liaisons must have strong interpersonal skills, the ability to gain the support of family members and skills in managing and coordinating service delivery systems. The family liaison can serve as the:

- Information gatherer for the family;
- Emotional support provider for family members;
- Organizer and coordinator of support systems as needed by family; and
- Arbitrator between family and other systems of support and service delivery.

Department Liaison

The fire department and the IAFF affiliate may consider jointly appointing a department liaison to serve as an overall point of contact and to assist with fire department activities after a fire fighter line-of-duty death. This individual can assist with the maintenance and update of all members' emergency contact information and initially assist with liaison duties until the family liaison is selected and approved. Once a family liaison is selected, the department liaison would have no interactive role with the family; rather, the department liaison would work with the family through the family liaison. The department liaison can maintain resources, protocols and policies related to or for assistance with line-of-duty deaths and provide such resources to the family liaison. These include, but are not limited to:

- Contact information for fire department and union leadership, including their roles and responsibilities with line-of-duty death activities.
- Contact information for department, local, state/provincial or federal offices involved in personnel, pensions, civil service, death benefits, funeral reimbursement, educational benefits, workers'

compensation, public/private insurance benefits and official documents (birth, marriage, divorce, death) retrieval, Descriptions of such benefits should be maintained and kept up-to-date.

- Procedures, guidelines and policies for line-of-duty death notification, assistance, and investigation.
- Contact information for counseling and bereavement services available to the fire department and IAFF affiliate and descriptions of such services. Line-of-duty funeral protocols for fire department funeral or memorial services.
- Funeral arrangements, burial options and contact information for local funeral homes and cemeteries, as well as cremation and alternative burial options. Contact and process information should also be maintained on tissue and organ donations.

Role of a Family Liaison

The role of the family liaison is a traditional duty within the fire service. Historically, members have served informally as liaisons between the family and the fire department following a line-of-duty death. The roles and responsibilities of the family liaison can become wide and ranging because the liaison will be tasked with providing short- and long-term family support services to a family of a fallen member.

The family liaison is a representative of the IAFF affiliate and the fire department that interacts with the spouse or partner and family of the lost member to assist in their short-term and long-term recovery.

Often after a line-of-duty death, the family is emotionally overwhelmed, and has no or little knowledge of the resources, assistance and support that are available. The family liaison acts to bridge resource and support coordination from the fire department and the IAFF affiliate to the grieving family.

The family liaison has a dual responsibility of supporting the family and providing assurance to the fire department and local IAFF affiliate that the needs of the family are being met.

The fire department and IAFF affiliate need to select a member(s) as the family liaison. This process must include discussion and approval from the family.

Family liaisons must understand and adapt to the role change from providing immediate guidance after the death and during the funeral process to long-term family support. Their core responsibilities include:

- Empowering the family to become decision-makers involving significant issues;
- Protecting the family from disruptive and intrusive events;
- Providing emotional and logistical support; and
- Gathering information so the family can make informed decisions.

The fire department and IAFF affiliate must ensure that the family liaison be informed of the responsibilities of the family liaison and the time commitment necessary for such short-term and possibly long-term family assistance.

Functions of a Family Liaison

Family liaisons assess the needs of a family after a line-of-duty death and coordinate and facilitate the short- and long-term support. They serve as the primary contact with the family to ensure that family needs are met. Family liaisons will discuss the process with the family, arrange schedules and contact times, and describe what services and assistance are available.

Family liaisons can assist a family with concrete details regarding a member's death. They can represent the family's needs and desires during the planning of the member's wake, funeral and memorial service.

Within the initial hours after the line-of-duty death, the appointed family liaison must make an initial assessment of the family's support needs. Decisions will be necessary on family access and appropriate notification of family and friends.

The family liaison will need to be prepared to immediately assist the family with numerous issues, including the following:

- Providing the family with information regarding death and bereavement.
- Presenting information regarding formal identification of and disposition of body.
- Providing information about the member's preference regarding organ/tissue donation.
- Working with the family to make decisions regarding:
    - Type of burial/cremation
    - Funeral homes
    - Cemetery
    - Choice of church/clergy
    - Visitation or wake
    - Selection of funeral/memorial services
    - Times of visitation/service
    - Service participants, dignitaries, readings, music and eulogies
    - Reception following burial
    - Announcements for service
- Screening outside contact with family, including news media.
- Choosing photographs and other memorial items for display.
- Continuing with assessment of family support needs.
- Mobilizing the initial request of support services.

During the visitation or wake and during the funeral or memorial service the family liaison is responsible and has the primary concern of assisting the family, including transportation, escort and seating. The family liaison remains with family during these services.

Family liaisons also assess the ongoing and long-term needs of a family and provide them with information, including resources available from within the fire station, the fire department, the IAFF affiliate and the community. The family liaison should obtain or be provided with a list of services and contacts from trusted resources within the department or community from the department liaison, if one has been previously appointed, or from the fire department or IAFF affiliate. Such resources can include:

- Bereavement and counseling services. Such referrals must be discussed with fire department or IAFF affiliate Employee Assistance Program advisors or fire department counselors. Verification of the quality of any referral must be assured. Such verification can be ascertained by consulting with other fire department members, their families or service providers that have significant work experience with emergency responders.

- Financial. The family liaison should be familiar with the financial benefits available to the family and how to apply for such funds. These include pension, state (worker compensation) and federal death benefits (PSOB), funeral reimbursement, educational benefits (state and federal), insurance, veteran's benefits, etc. The family may have to rely on an IAFF affiliate leader or the jurisdiction's personnel department for detailed assistance on these issues. The family liaison should not be personally involved in advising the family or handling any family financial resources. Financial advice must be left with the family and financial planning experts.

- Legal. The family liaison should keep the family apprised of any investigations or criminal proceedings involved in the line-of-duty death. Specific legal advice is to be provided by legal experts, not the family liaison.

- Property Maintenance/Repair Assistance or Guidance. The family liaison can assist with locating appropriate resources for home or property repair and maintenance. There is no expectation that such assistance is provided without charge, but the family liaison can attempt to ensure that the family is getting a fair price for quality services. The family liaison can assist in informing the family of the day-to-day operations of the family's home (for example utilities, heating/air

conditioning, scheduled maintenance, yard care, etc.). However, the goal of the family support service is to empower the family through their transition. Therefore, the family liaison role is to assist or inform and not to necessarily perform every task.

Family Liaison Boundaries

Family Liaisons are responsible for setting boundaries when interacting with the family of the deceased. It is important for all family liaisons to know that it is not their role to replace the deceased member.

The family liaison is to understand that there needs to be a balance between providing family support during a difficult time and the needs of their own personal, family and professional responsibilities.

Family liaisons must have the ability to say "No, I can't do this." No family liaison is on duty 24/7.

In order to prevent burnout and to maintain appropriate boundaries, family liaisons cannot make themselves available at all times. Family liaison work is an ongoing and transitional process; therefore, it is important that family liaisons conduct these activities in moderation.

Family liaisons must become familiar with their personal limits and will have to judge for themselves when to take a break. At a certain point, it may be time to stop being a family liaison or time to ask for help or a replacement. Family liaisons can seek support from their family and other fire department members, or seek professional help.

Emergency responders spend their career helping others, traditionally working as a team. This effort is not any different. While serving as the family liaison, peer support must be requested from other members to ensure a successful family support program. The most effective family liaisons are those who work together with their peers to assist families in need.

Family Liaison Logistics

Some members may have selected their primary and alternate choice of a family liaison in event of their death or serious injury. It is encouraged that the fire department and the IAFF affiliate establish an emergency contact procedure and policy that encourages the establishment and annual review of each member's emergency contacts, including selection of a family liaison. When family liaisons are not pre-selected, conducting a fire station meeting is an effective way to recruit members for this role.

Ensure that a fire officer is available to assist and support the family liaisons. Any family support problem should be discussed with this fire officer.

Long-term support, logistics and distance may require the assignment of additional family liaisons. Several members can also serve as family liaisons for each family at the same time. They are encouraged to meet together with the family and should communicate and coordinate items to prevent duplication of services. Family liaisons should be rotated during a long-term family assistance process.

Before a family liaison is assigned, ensure that the family is prepared ahead of time and is educated about the role of the family liaison.

A long-term family liaison rotation schedule should be developed and implemented. Experience has shown that undue stress is placed on the family and the family liaison, as well as the fire department and the IAFF affiliate, when schedules and rotations are not established and followed.

Family liaison services must be consistent. Family liaisons must not make any promises that cannot be delivered and must ensure that any resources that are offered are delivered as and when promised.

In cases where the family lives outside the jurisdiction where the member worked, the family liaison should consult with the local fire department and IAFF affiliate to establish available contacts in the event

of a family support emergency. These contacts may be provided to the family for use when the family liaison cannot be reached for immediate support.

Emergency Contact and Beneficiary Forms

All IAFF affiliates should ensure that their members have completed a list of emergency contacts that can be used in time of emergency. If the IAFF affiliate does not have such a form, Click Here for a generic form. Please ensure that your local develops a process for collecting and maintaining emergency contact information for all members. These documents should be reviewed and updated annually. Additionally, it is the policy of the IAFF that each IAFF affiliate institutes a program requiring an annual review of beneficiaries that, at a minimum, requires the member to either change beneficiaries or sign a statement verifying that the beneficiaries are correct. Accordingly, please ensure all member beneficiaries are kept up-to-date.

Conclusion

The IAFF provides this information to assist affiliates in ensuring that we are always there for the families of our fallen. Every fire department and IAFF affiliate is different and the information should be adjusted accordingly, however, the IAFF asks each affiliate to be sure to implement a family support program using these guidelines to be prepared when a member is lost in the line of duty.

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[1] For additional information on procedures for notifying, assisting and investigating after a line-of-duty death, Click Here for the *IAFF Line-of-Duty Death Notification, Assistance, and Investigation Policy.*

[2] For additional information on procedures and protocol after a line-of-duty death, Click Here for the *IAFF Funeral Protocol for Line-of-Duty Deaths.*

[3] For additional information on procedures on US federal benefits, Click Here for the *IAFF Summary of the Federal (US) Benefits for Public Safety Officers, PSOB AND PSOEA Programs*

The Fallen Fire Fighter Family Support After Line-Of-Duty Deaths Guidelines were adopted by the IAFF Executive Board in June 2008 and updated in September 2009. They were developed by the IAFF in compliance with Emergency Resolution 47 submitted by IAFF Local 112, Los Angeles City and approved by the delegates assembled in Toronto, Ontario in August 2006. The guidelines were developed by IAFF members involved in family support and counseling; with input from spouses of our fallen members, especially the widow of Local 112 member Robert M. Ortega. The family support documents were further reviewed and revised by the IAFF Executive Board Occupational Safety and Health Committee and IAFF Executive Board Fallen Fire Fighter Memorial Committee prior to adoption by the IAFF Executive Board. Further assistance is available to IAFF affiliates on these guidelines as well as all other issues and programs pertaining to the death of an IAFF member through the IAFF Division of Occupational Health, Safety and Medicine.

Flag Display

1100.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to members of the Oakdale Fire Department regarding the proper display of the flags of both the United States and the State of Minnesota.

1100.2 DISPLAYING THE FLAG OF THE UNITED STATES

Federal law providing for the use and the display of the U.S. flag is contained in Title 4 Chapter 1 of the United States Code, commonly referred to as the “Flag Code.” Members of this department will display the flag of the United States in accordance with the provisions of 4 USC § 1 through 4 USC § 10.

1100.2.1 DISPLAY OF THE U.S. FLAG IN DAILY OPERATIONS

Department members should consult the Flag Code for guidance whenever the flag of the United States is to be displayed in any manner. This is to ensure that the display is presented in accordance with the Flag Code and as follows:

(a) The United States flag should be conspicuously posted on all fire department facilities during hours of operation.

(b) It is the universal custom to display the flag only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness (4 USC § 6(a)).

(c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed (4 USC § 6(c)).

(d) The U.S. flag may only be flown at half-staff by Presidential or Gubernatorial decree, and on Memorial Day until noon (4 USC § 7(m)).

Whenever the U.S. flag is displayed in conjunction with other flags or symbols it should occupy the “Place of Honor” (4 USC § 7).

1100.3 DISPLAY OF THE MINNESOTA STATE FLAG

Members of the Oakdale Fire Department will display the Minnesota State flag prominently and in the proper position of honor in accordance with the United States Flag Code.

1100.3.1 DISPLAY OF THE MINNESOTA FLAG IN DAILY OPERATIONS

Department members should consult the Minnesota Office of the Secretary of State for guidance whenever the flag is to be displayed in any manner to ensure that the display is presented appropriately. Displays of the flag should be consistent with the following protocol:

(a) The flag should be conspicuously posted on all fire department facilities during hours of operation.

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(b) Generally, the flag should be displayed only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness.

(c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.

(d) The flag shall be flown at half-staff whenever the flag of the United States is flown at half-staff, and may only be flown at half-staff at other times by order of the Governor of Minnesota.

(e) Whenever the flag is displayed in conjunction with the United States flag, the United States flag shall occupy the position of first honor (4 USC § 7). When the flag is displayed in conjunction with other flags or symbols, it should occupy the position of honor.

For flag display protocol subsequent to a line-of-duty death, see the Line-of-Duty Death Policy.

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Fire Station Living

1101.1 PURPOSE AND SCOPE

The purpose of this policy is to provide for the health of all members and visitors by establishing guidelines for fire station cleanliness and maintenance, to ensure that stations and equipment are properly maintained and that clean and sanitary conditions exist in the living spaces.

1101.2 POLICY

It is the policy of the Oakdale Fire Department that routine care, maintenance, and cleaning shall be conducted daily at each station by members on all shifts.

1101.3 PROCEDURE

Each company shall be assigned responsibility for a specific area of the station and should cooperate with other companies to ensure all duties are completed during the course of a shift.

All fire stations and equipment shall be inspected daily by a Captain. The focus of the inspections shall be the proper maintenance and overall cleanliness of the station and equipment.

All members should keep desks, beds, and lockers in a neat and clean condition. Supervisors are responsible for monitoring member housekeeping and hygiene and immediately addressing any issue that disrupts the good working order of the station or detracts from a professional image.

(a) The station and equipment shall be maintained in a clean, orderly, and sanitary condition. Daily tasks to accomplish this shall include but are not limited to:

1. Vacuuming.
2. Sweeping and mopping floors.
3. Dusting.
4. Polishing.
5. Empty all trash and recycling receptacles.
6. Cleaning restrooms.
7. Cleaning kitchen and dining areas.
8. Cleaning apparatus bays.
9. Cleaning main hallways and heavily traveled areas.

(b) Additional station and equipment maintenance and cleaning should be conducted no less than weekly or more frequently on an as-needed basis. Sporadic tasks shall be divided between shifts so there is a shared responsibility for the overall condition of the station and the equipment. See attachment: Weekly Station Cleaning Duties.pdf

(c) Safety considerations regarding cleaning and maintenance may include but are not limited to:

1. Cleaning and repairing the source of water leaks quickly to avoid mold growth.

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2. Avoiding the use of compressed air to blow dust and debris from clothing while the clothing is being worn.
3. Maintaining cooking appliances and eating utensils in good working order.
4. Cleaning kitchen hoods and vents at least monthly and ensuring the hood light is installed and functioning.
5. Providing and clearly labeling first-aid supplies.
6. Posting signs in all restrooms reminding employees/visitors to wash their hands.
7. Using department-provided fall protection systems or fall protection personal protective equipment when working above ground level (29 CFR § 1910.140; Minn. R. 5205.0010).
8. Addressing hazards associated with walking-working surfaces (29 CFR 1910.21 et seq.; Minn. R. 5205.0010).

(d) All members shall follow established policies and procedures regarding:

1. Beginning and end of shift preparation, readiness, equipment inventory, and testing.
2. Meal plans for the shift.
3. Shift change station cleanup.
4. Sleeping quarter assignments.
5. Permissible and restricted activities and hours.
6. Use of technology and electronics on-duty.

Any disputes shall be resolved by a supervisor.

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Attachments

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Weekly Station Cleaning Duties.pdf

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Weekly Station Cleaning Duties

Monday

- Move recycle collection bin to the curbline for trash hauler access. (Station 2)
- Kitchen
    - Wipe down appliance exteriors
    - Clean microwave interior
    - Clean Vent Hood
    - Clean sink
    - Clean oven (first Monday of the quarter)

Tuesday

- Training Room
    - Wipe down tabletops and chair armrests
    - Wipe down window ledges
    - Clean Windows
    - Wipe down TV(s) and remote(s)
    - Vacuum floor (place chairs temporarily on tables to allow entire floor to be cleaned)
- Offices
    - Wipe down computer screens and keyboards
    - Wipe down printers
    - Wipe down desk/countertops
    - Dust on top of cabinets
    - Clean whiteboards (leave pertinent items on board)
    - Wipe down chair armrests
    - Wipe down window ledges
    - Clean windows

Wednesday

- Work Room
    - Organizing hand tools
    - Organize powered tools
    - Organize shelves and cabinets
    - Wipe down countertops
    - Mop floor
- Hose Tower
    - Organize ground level area
    - Organize top floor area
    - Wipe down handrails on stairwell
    - Inspect rope on lifting hook for failure points
    - Organize hose rack
- Garage
    - Organize contents of flammable storage cabinet
    - Organize hose rack

    - Organize shelving
    - Clean Floor using a combination of battery powered scrubber and mop/bucket
- SCBA Room
    - Check the compressor and bottles
    - Mop floor
    - Wipe down countertops
    - Wipe down cabinet handles
- Laundry Room
    - Organize Towels
    - Wipe down counter tops
    - Mop floor

Thursday

- Move recycle collection bin to the curbline for trash hauler access. (Station 1)

Friday

- Bunkrooms
    - Wipe down nightstands and lamps
    - Wipe down window ledges
    - Clean Windows
    - Wipe down TV's and remotes
    - Clean between the bed and wall areas
    - Vacuum floor
- Day Room
    - Wipe down tabletops and chair armrests
    - Wipe down window ledges
    - Clean Windows
    - Wipe down TV and remote(s)
    - Vacuum floor
- Exercise Room
    - Mop the floor
    - Clean the machines
    - Wipe down TV, Stereo and remotes
    - Clean whiteboards (leave pertinent information on board)

Saturday

- Apparatus Bay Cleaning
    - Clean floor using a combination of battery powered scrubber and mop/bucket
    - Clean floor drain strainers
    - Wipe down drinking fountains
    - Wipe down bay radio
    - Organize wash bay vehicle cleaning items
    - Clean whiteboards (leave pertinent information on board)
    - All drain trenches should be cleaned on the 1st Saturday of the month
    - Empty trash and recycling receptacles

- Apparatus Checks
    - Run all apparatus and verify pump and discharges operate as designed
    - Run Engine 1 generator and verify light tower is operating as designed
    - Run Ladder 1 generator and verify auxiliary lighting is operational

Sunday

- Use the Clorox Total 360 Sprayer to clean both stations (1st Sunday of each Month)
    - Day rooms
    - Training Rooms
    - Kitchens
    - Offices
    - Bedrooms
    - Hallways
- Update the Station Inventory Supplies List

REQUEST FOR COUNCIL ACTION

Meeting Date: February 10, 2026		
Requester: AG CA Approval: CV	Advisory Board/Commission ☐	Open Forum ☐
	Award of Bid ☐	Other: ☐
	Consensus Motions b ☒	Public Hearing ☐
	Department:	☐
Title: Approve Promotion of City Planner Luke McClanahan to Planning Manager		

BACKGROUND

The Community Development Department has reviewed its staffing complement to ensure it continues to meet ongoing and evolving operational needs. With both the continued growth Oakdale is seeing, along with the opportunity to recognize existing staff development and skills, Community Development Director Andrew Gitzlaff is recommending the creation of a Planning Manager position to replace the existing City Planner position and the promotion of current City Planner Luke McClanahan to this new position.

The Planning Manager is a supervisory position and will provide direct oversight of the City's planning functions under the guidance of the Community Development Director. Mr. McClanahan has been with the City of Oakdale since May 2022 and has almost 10 years of progressively responsible professional experience. We look forward to Mr. McClanahan's continued development and leadership in this new role.

This compensation increase beyond budgeted 2026 can be absorbed through current staff vacancies.

STAFF RECOMMENDATION

The City Administrator recommends the promotion of Luke McClanahan per City of Oakdale Code of Ordinances, Chapter 2, Article 4, Sec. 2-36 (c):

- Promotion effective date of January 28, 2026
- Annual rate of $121,833.65
- One-year probation

This recommendation aligns well with our 2025-2027 Strategic Plan, Strategic Direction 3.

CITY COUNCIL ACTION REQUESTED

It is requested per City of Oakdale Code of Ordinances, Chapter 2, Article 4, Sec. 2-36 (c) that the City Council promote Luke McClanahan as full-time probationary Planning Manager effective January 28, 2026, at a rate of pay consistent with the City base pay schedule.

REQUEST FOR COUNCIL ACTION

Meeting Date: February 10, 2026			
Requester: KM CA Approval: CV	Advisory Board/Commission	☐	Open Forum ☐
	Award of Bid	☐	Other: ☐
	Consensus Motions c	☒	Public Hearing ☐
	Department:		☐
Title: Twin Cities Pawn Pawnbroker Annual License Renewal effective February 15, 2026 through February 14, 2027			

BACKGROUND

Twin Cities Pawn located at 1021 Geneva Avenue North has applied to renew their Pawnbroker License. They have been in business in the City of Oakdale since 2010.

The City of Oakdale City Code of Ordinances states:
Chapter 9, Article 1, Sec. 9-03a. License Required.
No person shall exercise, carry-on, or be engaged in the trade or business of pawnbroker, precious metal dealer, or secondhand goods dealer within the city unless such person is currently licensed under this Chapter. No pawnbroker, precious metal dealer, or secondhand goods dealer license may be transferred to a different location or a different person.

Both the main and supplemental license holders/applicants have completed full criminal background checks through the Police Department. The Police Department found no disqualifying factors.

Per City of Oakdale Code of Ordinances, Chapter 9, Article 1, Sec. 9-08(a), renewals of Pawnbrokers Licenses are effective for one calendar year beginning the following day after the current license expires. The applicant's current license expires on February 14, 2026 making the proposed license renewal effective from February 15, 2026 – February 14, 2027.

CITY COUNCIL ACTION REQUESTED

It is requested that the City Council approve the renewal and issuance of Twin Cities Pawn's Pawnbroker License for the license term of February 15, 2026 – February 14, 2027.

REQUEST FOR COUNCIL ACTION

Meeting Date: February 10, 2026		
Requester: IS CA Approval: CV	Advisory Board/Commission ☐	Open Forum ☐
	Award of Bid ☐	Other: ☐
	Consensus Motions d ☒	Public Hearing ☐
	Department: ☐	

Title: Authorize Administrative Costs Charging and Approve Annual Interfund Transfers from Tax Increment District Funds to the General Fund

BACKGROUND

Tax Increment Financing (TIF) is a financing tool authorized by State law that allows an authority to capture and use most of the increased local property tax revenues from new development within a defined geographic area for a defined period of time. In general, tax increment revenues are used to pay for eligible project costs which encourage creation or retention of jobs, redevelop blighted areas or polluted sites, and construction of affordable housing. This revenue tool allows the City to address blight, contamination, housing or redevelopment needs for the parcels in the TIF district for a specified period of time.

Under Minnesota Statutes § 469.174, Subdivision 14, the City is authorized to use up to ten percent (10%) of the tax increment revenues generated in each TIF district for documented, eligible administrative costs. Allowable administrative costs include, among other items, employee time spent on activities directly related to the administration and compliance of TIF districts.

For efficiency, transparency, and improved financial tracking, staff propose separately tracking employees' time spent on administrative tasks for three active TIF districts throughout the year. Staff further propose making an annual transfer from each TIF District Fund into the General Fund to cover tracked administrative costs, up to the statutorily authorized 10% cap.

This process will provide clear documentation, consistent application of the statutory limit, and enhanced accountability over the use of TIF revenues for administrative purposes.

FINANCIAL CONSIDERATIONS

The requests under Resolution 2026-06 will authorize staff to annually transfer funds from three active TIF District Funds into the General Fund to cover administrative costs up to the statutorily authorized limit. Such transfers will be made as part of normal financial operations and will not require additional Council approval, provided they remain within statutory limits and the approved purpose.

CITY COUNCIL ACTION REQUESTED

It is requested that the City Council waive reading and adopt Resolution 2026-06, Authorizing Administrative Costs Charging and Approve Annual Interfund Transfer from Tax Increment District Funds to the General Fund.

Attachment

Resolution 2026-06

City of Oakdale
RESOLUTION 2026-06

AUTHORIZING ADMINISTRATIVE COSTS CHARGING AND APPROVE ANNUAL INTERFUND TRANSFER FROM TAX INCREMENT DISTRICT FUNDS TO THE GENERAL FUND

At a meeting of the City Council of the City of Oakdale held on Tuesday, February 10, 2026, at Oakdale City Hall, 1584 Hadley Avenue North, Oakdale, Minnesota, with the following members present: Mayor Kevin Zabel, Council Members Kari Moore, Andy Morcomb, Gary Severson, and Katie Wrich; and the following absent: none, the Oakdale City Council resolved;

WHEREAS, the City of Oakdale ("City") prudently manages its funds for the betterment of the community; and

WHEREAS, regular analysis of community needs may result in the need to transfer funds as opportunities arise; and

WHEREAS, as the City receives tax revenue from TIF districts which is deposited into the Tax Increment District Funds 537, 538, and 539, and the City wishes to properly segregate those funds for authorized use of up to ten percent for administrative costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakdale hereby approves the use of TIF funds and authorizes ongoing, interfund transfers of up to ten percent (10%) of tax increment revenues from each active Tax Increment District Fund into the General Fund for incurred documented, eligible administrative costs, consistent with Minnesota Statutes § 469.174, Subdivision 14. Such transfers shall be made as part of normal financial operations and shall not require additional Council approval, provided they remain within statutory limits and the approved purpose. This resolution and additional documentation of eligible administrative costs are intended to satisfy the requirements of Minnesota Statutes § 469.178, Subdivision 7.

Voting in Favor: Mayor Zabel, Council Members Moore, Morcomb, Severson, and Wrich;

Voting Against: None.

Resolution duly seconded and passed this 10th day of February, 2026.

Attest: _____
Kevin Zabel, Mayor

_____
Sara Ludwig, City Clerk

REQUEST FOR COUNCIL ACTION

Meeting Date: February 10, 2026			
Requester: CV CA Approval: CV	Advisory Board/Commission	☐	Open Forum ☐
	Award of Bid	☐	Other: ☐
	Consensus Motions e	☒	Public Hearing ☐
	Department:		☐

Title: Approval of Subcontractor Request for Qualifications (RFQ) for Oakdale Police Expansion and City Hall Remodel Project Bid Package 2

BACKGROUND

The City has contracted with Kraus-Anderson Construction (KA) to deliver the Police Department and City Hall projects as Construction Manager at Risk (CMaR). The 2023 Minnesota Legislature passed MN Statute 471.63 governing the project bidding process is conducted utilizing a CMaR.

The process begins with a Pre-Qualification process for subcontractors interested in bidding on the project. This process is conducted by KA with a RFQ that is approved by the City Council.

Information received from the RFQ submittals is reviewed by KA and the City for approval of subcontractors that can bid on the project.

This process was recently completed for Bid Package 1 with City Council approval of pre-qualified contractors on January 27, 2026. The RFQ for Bid Package 2 will cover work scopes not included in Bid Package 1 needed to complete the project.

Council approval of pre-qualified contractors is planned for April 14, 2026 along with authorization to solicit competitive bids for Bid Package 2.

FINANCIAL CONSIDERATIONS

None at this time.

CITY COUNCIL ACTION REQUESTED

It is requested that the City Council approve Subcontractor Request for Qualifications for the City of Oakdale Police Expansion and City Hall Remodel Bid Package 2 dated February 12, 2026.

Attachment

RFQ dated February 12, 2026

KRAUS-ANDERSON®

Subcontractor Request for Qualification (RFQ)



City of Oakdale
Police Expansion and City Hall Remodel

Issue Date:
Thursday, February 12, 2026

Responses Due on or Before:
Thursday March 5, 2026 at 2:00 PM

CITY OF OAKDALE

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Page 11 – Contracting Requirements
Exhibit A – Subcontractor Prequalification Statement
Exhibit B – A201 – 2017 General Conditions of the Contract for Construction
Exhibit C – Standard Form of Agreement between Construction Manager and Subcontractor
Exhibit D – Standard Contract Agreement for Materials Only

Request for Qualifications (RFQ)

Your response to this Request for Qualifications (RFQ) shall be returned via mail, courier or email. RFQ submissions must be submitted or received prior to 2:00 PM, on Thursday, March 5, 2026.

Via Mail: Kraus-Anderson Construction Company
c/o Joe McCormick
501 South Eighth Street
Minneapolis, MN 55404

Or,

Via Email: Joe.McCormick@krausanderson.com

In accordance with this RFQ, and subject to all conditions thereof, the signatory on the letter transmitting the Qualifications agrees that its response to this RFQ. It is understood and agreed that the response, or any part thereof, when accepted may become part of a legal and binding Contract between the undersigned vendor and the Construction Manager at Risk for the project, Kraus-Anderson Construction Company.

Qualification Overview

This RFQ describes the prequalification requirements and process for subcontractors to become eligible to perform work on the Police Expansion and City Hall Remodel project. Upon completion of the RFQ process, a list of prequalified subcontractors for each work category will be established. Prequalified subcontractors will then be invited to proceed to the next step of the process which is the competitive Price Solicitation/Request for Bids (RFB). Only prequalified subcontractors are allowed to participate in the RFB. The RFQ also specifies contractual conditions that a Responder will be required to agree to should they become prequalified and receive a subcontract for the work.

Detailed Contract obligations and measures of performance will be defined in the final negotiated Contract; a sample Contract is attached as Exhibit C. The RFQ shall not be construed to limit the Construction Manager at Risk and City of Oakdale's right to enter into a Contract, or to reject all proposals.

Direct all correspondence and inquires, legal questions, general issues or technical issues regarding this RFQ to:

Kraus-Anderson Construction Company
Joe McCormick
Joe.McCormick@krausanderson.com
(612) 759-1433 / (323) 333-8078

RFQ Acknowledgement

Respondents shall fill in the information below and return this page with their Qualifications Submittal

Name of Respondent: _____

Work Scope(s): _____

List any collective bargaining agreements your firm belongs to:

_____

_____

_____

_____

_____

DBE/WBE/MBE

Is your company a registered as a certified DBE – diverse business enterprise with the Minnesota Unified Certification Program (MNUCP)?

Yes_____No_____

DBE/WBE/MBE Designation: _____

Email Address: _____

Address: _____

Phone: _____

Date: _____

Authorized Signature: _____

Typed Name of Signer: _____

Title: _____

Signer must be authorized to contractually obligate the Respondent.

Type or print clearly the name of the person who prepared this response:

_____

Addenda Acknowledgement: _____

1.0 General Information

1.1 Background and Purpose of this Request for Qualifications

1.1.1 The purpose of this Request for Qualifications is to evaluate and prequalify Subcontractors and trade workers for work on the Police Expansion and City Hall Remodel project. Based upon evaluation of the responses to the RFQ, the successful Responders will be eligible to submit competitive proposals for work and enter into a Contract with Kraus-Anderson Construction Company, the Construction Manager at Risk (CM@r) for the project.

1.2 Project Description

1.2.1 The Police Expansion and City Hall Remodel project includes a series of upgrades and enhancements such as a new fleet parking garage, a two-story addition for the police department, and a two-story public lobby addition serving both the city hall and police department. In addition, the existing city hall and police department buildings will undergo full renovations, including electrical, mechanical, and finish upgrades. The project also encompasses site improvements such as above- and below-grade stormwater storage, new and resurfaced parking lots, security fencing and access gates, and associated site lighting. This RFQ is for Bids to be received in February 2026 for the following anticipated Work Scopes of the project:

Work Scope 01-J	Final Cleaning
Work Scope 02-A	Demolition
Work Scope 05-A	Structural Steel – Material Only
Work Scope 05-B	Structural Steel – Erection
Work Scope 06-A	Carpentry
Work Scope 07-A	Waterproofing
Work Scope 07-F	Metal Panels
Work Scope 07-H	Roofing
Work Scope 07-L	Interior Sealants
Work Scope 08-A	Doors, Frames & Hardware
Work Scope 08-D	Specialty Door
Work Scope 08-F	Exterior Glass and Glazing
Work Scope 09-A	Drywall Package
Work Scope 09-B	Tile
Work Scope 09-C	Ceilings and Acoustical Treatment
Work Scope 09-D	Flooring
Work Scope 09-H	Fluid-Applied Flooring
Work Scope 09-K	Wall Covering and Painting
Work Scope 10-E	Operable Partition
Work Scope 14-B	Elevator Package
Work Scope 21-A	Fire Suppression
Work Scope 23-B	Combined Mechanical
Work Scope 26-A	Electrical

1.2.2 The estimated total cost of construction is $29.5M and construction is anticipated to start in June 2026. Construction is to be substantially complete by August 2028.

1.3 Description of Subcontract with Construction Manager at Risk

1.3.1 The Owner (City of Oakdale) has entered into a Contract with Kraus-Anderson Construction Company, the Construction Manager at Risk (CM@r) for the project. All subcontractors will be bound with the CM@r. Subcontractors interested in being prequalified for performing work on the project shall meet the qualification requirements contained in this RFQ and, if selected as a prequalified subcontractor, they will be required to comply with the contract requirements contained in this RFQ.

1.4 Construction Manager at Risk Provided Information

1.4.1 The information for the Project has been assembled for review by Respondents and can be obtained via free electronic download by visiting https://app.buildingconnected.com/public/5757529c4425ca0a0029307b.

1.4.2 Any information provided or made available to Respondents during the course of the RFQ process, including the document enumerated in this section, is provided for the convenience of Respondents. Information is made available to Respondents without representation or warranty whatsoever as to its accuracy, completeness, or relevancy. Respondents shall independently evaluate the information for their use and shall be solely responsible for use or interpretation of the information.

1.5 Prequalification Selection Process Schedule of Events

1.5.1 The intended schedule for prequalification of Subcontractors for the Project is set forth below; however, the CM@r reserves the right to modify this schedule as necessary.

Issue RFQ:	Thursday, February 12, 2026
Deadline for RFQ Questions:	Thursday, February 26, 2026
RFQ Responses Due:	Thursday, March 5, 2026
Notice of Prequalification:	Wednesday, April 15, 2026

2.0 Instructions to Respondents

2.1 Required Review of Documentation

2.1.1 Before submission of a proposal in response to this RFQ, all Respondents shall review and become familiar with this RFQ. Respondents shall also include a signed copy of RFQ Acknowledgment of this RFQ with their qualifications submittal which will signify their acknowledgement of its contents. By responding to this RFQ, the Respondents shall acknowledge the contracting requirements and contract terms and conditions, and the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition as amended by City of Oakdale.

2.2 Completion of the RFQ Responses

2.2.1 Each Respondent shall answer all questions and provide all requested information contained in all of the Amendments. Any prospective respondent failing to do so may be deemed to be non-responsive. Complete and submit all Attachments as part of your Qualifications. After receipt of responses, the CM@r reserves the right to request clarifications and information.

2.3 RFQ Response Submission – Content and Format

2.3.1 All paper copies of the Qualifications shall be submitted in a sealed package marked "RFQ Response", "Project Name" and "Work Scope" bound in a manner that facilitates easy handling, photocopying and reading. Qualifications returned by email shall have the subject line marked "RFQ Response", "Project Name" and "Work Scope". Respondents shall prepare their proposals in the format and sequence specified below. Respond specifically to each item or question posed. Do not simply make a general reference to an attachment or brochure. Failure to comply with this stipulation may result in the Qualifications being rejected. Catalogs, brochures, etc. about the Respondents products or services may be included as an appendix to the qualifications, but not in place of specific responses to each item on the attachments listed below.

2.3.2 The RFQ Response package shall include:

1. Cover page identifying the Respondents' Company name, Project Title, date submitted, and a listing of the Work Scope categories that the Respondent intends to prequalify for. (See Section 1.2.1 for available Work Scopes at this time)
2. A transmittal letter from the Firm/Company Principal signed by an individual authorized to commit the Respondent to a future contract, should one be forthcoming.
3. A signed copy of the RFQ Acknowledgement.
4. Written Responses to Exhibit A.
5. RFQ Addenda Acknowledgement (if any).

2.3.3 The Qualifications format shall be as follows:

1. 8.5x11 paper, portrait orientation
2. Contents: as described above
3. Qualifications Content Order: The contents of your response shall be in the same sequence as indicated in paragraph 2.3.2.

2.4 **Quantities and Electronic Submission**

2.4.1 Each Respondent shall provide one (1) hard copy or electronic copy of its entire Qualifications package, including all attachments on 8.5x11 paper. **Electronic responses may be emailed to:** Joe.McCormick@krausanderson.com
Zip files cannot be accepted

2.5 **Response Due Date and Time**

2.5.1 To be considered for selection, Qualifications electronic and/or hard copy shall be received at the mailing address listed on the Cover Page of this RFQ and time stamped by the CM@r no later than the time and date of the submission deadline. The CM@r assumes no responsibility for delays in the US Mail or courier systems, or delays due to weather conditions. If the Respondent chooses to submit via email, the submission must be transmitted prior to the due date and time listed on the Cover Page of this RFQ.

2.5.2 **A response received after the deadline will not be accepted.** Receipt of Qualifications after the closing date and time, as stated herein, shall not be construed as acceptance of the Response. Late Qualifications packages will be logged as to date/time received and thereafter returned to the late Respondent.

2.6 **Requests for Clarification and Information; Proposed Exceptions and Deviations**

2.6.1 Communications with the Construction Manager at Risk regarding this RFQ must be submitted via email to Joe.McCormick@krausanderson.com, only. Each communication shall clearly state the appropriate RFQ reference (i.e. subject plus page and section numbers) and shall generally state the subject matter and contents of the communication in the subject line of the email. Communications not carrying this designation will be assumed to be general mail, and may not receive priority attention.

2.6.2 Only additional information provided by formal written addenda shall be binding. Oral and other interpretations or clarifications, including those occurring at pre-qualifications meetings, site visits, tours, etc., will be without legal and/or contractual effect.

2.7 **Communications Restrictions**

2.7.1 From the date of release of the RFQ, until the Respondent is prequalified, Respondents shall not communicate with any CM@r staff that is not designated as the RFQ point of contact, City of Oakdale, or the Architect/Engineer. All communications shall be through the CM@r's designated point of contact. If any Respondent attempts any unauthorized communication, this may be grounds for rejection.

2.8 **Expenses**

2.8.1 The CM@r and City of Oakdale will not assume any liability for payment of expenses incurred by Respondents in preparing and submitting qualifications in response to this RFQ.

2.9 **Disposition of Responses:** All materials submitted in response to this RFQ will become property of the CM@r and will become public record after the evaluation process is completed and prequalification decisions are made. If the Responder submits information in response to this

RFQ that it believes to be trade secret materials, as defined by the Minnesota State Government Data Practices Act, Minn. Stat. SS 13.37, the Responder shall: (The CM@r and/or City of Oakdale will not consider the costs submitted by the Responder to be trade secret materials)

A. Clearly mark all trade secret materials in your response at the time the response is submitted.
B. Include a statement with its response justifying the trade secret designation for each item.
C. Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the CM@r, City of Oakdale, their agents and employees, from any judgements awarded in favor of the parting requesting the materials, and any and all costs connected with that defense. This indemnification survives the award of a Contract. In submitting a response to the RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the CM@r and/or City of Oakdale. As a City of Oakdale project, the CM@r is required to keep all the basic documents related to its Contracts, including responses to RFQs and solicitations, for a minimum of seven years.

3.0 The Prequalification Process

3.1 Evaluation of Responses and the Selection Process

3.1.1 Each Qualifications package submitted in response to this RFQ will be reviewed for completeness, signatures, and all required data before considering the Qualifications for further review. Paragraph 3.1.2 describes the pass/fail process for Exhibit A.

3.1.2 Each Respondent's response will be scored on a pass or fail basis. Each Qualifications package shall include information with respect to each of the evaluation criteria, as further described in the Attachments. Each respondent must receive a pass rating on all criteria to become prequalified. Failure to respond to any individual item may be considered a failing rating and the Respondent may not be prequalified. After receipt of responses, the CM@r reserves the right to request clarifications and submittal of additional information, if necessary. The Project Team reserves the right to accept or reject any or all responses and to waive informalities in responses.

4.0 Contracting Requirements

4.1 Successful Respondents will be prequalified to enter into a contract with the CM@r. When the review, scoring and selection process is complete, the CM@r will send notification of the results to all Respondents. This RFQ or being selected as a prequalified Subcontractor does not commit the CM@r or City of Oakdale to award any Contract or to pay any costs incurred by the Respondents.

4.2 The Responders deemed to be prequalified will be invited to participate in a competitive bid process for this Project. All bids received will be subject to a detailed and thorough review for completeness and compliance with the Contract Documents. The CM@r reserves the right to request additional information with Respondents who become prequalified.

Exhibit A
Prequalification of Subcontractors
Under Construction Manager at Risk for the
City of Oakdale
Police Expansion and City Hall Remodel

Subcontractor Prequalification Statement

Subcontractors are responsible for checking all addenda for the final version of the Subcontractor Prequalification Statement. Responses which include an outdated version of the Subcontractor Prequalification Statement may be rejected.

The Subcontractor must submit this form with their response to this solicitation. If the solicitation response is received without the Subcontractor Prequalification Statement, the response may be rejected.

Each Respondent shall answer all of the questions and provide all requested information contained herein. Because answering all of the questions and providing all of the requested information is a requirement, any Respondent failing to meet this requirement may be deemed to be non-responsive at the sole discretion of the CM@r. If a Respondent is deemed to be non-responsive, their response will be rejected.

Before an award is made, the CM@r reserves the right to clarify/verify Prequalification Statement information submitted to determine that all qualifications listed below have been met.

If the qualification requirements listed below are not met, either on the face of the submitted information or after such clarification/verification as the CM@r may request, then the Subcontractor's response will be rejected.

Check Yes or No to the following below.

<table>
<tr><td>1. Contractor has been in business under current business name or current Federal Employer ID Number since December 1, 2023. If there has been no change in Federal Employer ID Number, but the business name has changed since, December 1, 2023, you are required to list your previous company name.
a. My Company has been in business under current business name or current Federal Employee ID Number since December 1, 2023 or longer.</td><td>Yes☐
No☐</td></tr>
<tr><td colspan="2">b. Previous Company Name, if business name has changed since December 1, 2023:
_____</td></tr>
<tr><td>2. If your firms qualifications are accepted and you are allowed to participate in the Request for Bids you may be required to submit a financial prequalification to Kraus-Anderson Construction Company through the TradeTapp platform. An invitation to submit this prequalification will be emailed to you from Kraus-Anderson's prequalification department.

Are you willing to submit a financial prequalification if required?</td><td>Yes☐
No☐</td></tr>
</table>

3. Kraus-Anderson is signatory to the Carpenters, Laborers, Cement Masons and Operators Unions. Any trade labor your firm intends on utilizing for the aforementioned trades noted above must also be Union as a part of this pre-qualification and the project.	Yes☐ No☐
4. Your Company has completed, as a subcontractor or material supplier, the work for at least three (3) contracts in the last five (5) years for similar projects. Each of these projects shall have had similar building and/or site components as described above.	Yes☐ No☐

List the names of three projects used for meeting these criteria including the Owner/General Contractor contact information.

Project #1 Name: _____

Project #1 Owner/General Contractor:
_____

Project #1 Owner/General Contractor Contact Person:
_____

Project #1 Owner/General Contractor email or Phone Number:
_____

Project #2 Name: _____

Project #2 Owner/General Contractor:
_____

Project #2 Owner/General Contractor Contact Person:
_____

Project #2 Owner/General Contractor email or Phone Number:
_____

Project #3 Name: _____

Project #3 Owner/General Contractor:
_____

Project #3 Owner/General Contractor Contact Person:
_____

Project #3 Owner/General Contractor email or Phone Number:
_____

5. My Company's proposed project manager and foreperson have been assigned to the work for at least three (3) contracts in the last five (5) years for projects similar in size and complexity as described above. Note: If it becomes necessary to change the Project Superintendent (for example, the Project Superintendent ceases to be employed by the Contractor), the Project Superintendent shall be replaced with a person who has the same or similar qualifications and is approved by the CM@r and Owner prior to the change.	Yes☐ No☐
Project Manager Name: _____ Project Foreperson/Superintendent: _____	
6. My company has done work of similar size and complexity and is capable of successfully performing the work within the schedule identified by the CM@r.	Yes☐ No☐
7. My Company is familiar with the Project location and is aware of any limitations on site access.	Yes☐ No☐
8. My company has not had a respondent or anyone with a financial interest in the firm within the past five (5) years, been the subject of any criminal indictment or judgement or conviction for any business-related conduct constituting a crime under state or federal law. *Check yes if you have NOT had anyone be the subject of criminal indictment or judgement or conviction within the past five years. Check no if you have.	Yes☐ No☐
9. My company will provide a written site-specific Safety Plan.	Yes☐ No☐
10. My company will provide a written site-specific Quality Assurance/Quality Control Plan.	Yes☐ No☐
11. My company has not been disbarred by the Federal Government, the State of Minnesota, City of Oakdale within the last five (5) years. *Check yes if your company has NOT been disbarred by the Federal Government, the State of Minnesota, City of Oakdale within the last five years. Check no if your company has.	Yes☐ No☐
12. My company is able to provide payment and performance bonds.	Yes☐ No☐

13. My company will agree to the Standard Subcontract Agreement (Exhibit C)	Yes☐ No☐
14. My company accepts the CM@r's standard safety rider as referenced on attached Exhibit C.	Yes☐ No☐
15. Your company has not had any jobsite fatalities in the last 5 years? *Check yes if you have NOT had any jobsite fatalities in the last 5 years. Check no if you have.	Yes☐ No☐
16. My company will provide insurance in accordance with Article 11 of the AIA 201 – 2017 General Conditions (attached Exhibit B) and Article 11 of the Construction Manager at Risk Standard Subcontractor Agreement (attached Exhibit C)	Yes☐ No☐
17. Company will participate in project-specific requirements to be informed of resources, and to routinely report good-faith efforts for recruiting, hiring, training, and promotion of a diverse field workforce. Participation includes, but is not limited to identifying and/or hiring females, black/brown/indigenous, veterans, and/or disabled workers for this project; in accordance with City of Oakdale, and State of Minnesota guidelines for workforce inclusion. My company will participate in efforts stated above.	Yes☐ No☐

Certification – by signing this statement, I certify that the information provided above is complete and accurate.

Subcontractor/Supplier Company Name: _____

Authorized Signature (Officer of company authorized to sign and enter into contracts):

_____

Printed Name: _____

Title: _____

Exhibit B – A201-2017 General Conditions of the Contract for Construction

The attached document includes the standard form of General Conditions of the Contract for Construction

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Oakdale Police Department Expansion and Remodel and City Hall Remodel
1584 Hadley Avenue North
Oakdale, MN 55128

THE OWNER:
(Name, legal status and address)

City of Oakdale
1584 Hadley Avenue North
Oakdale, MN 55128

THE ARCHITECT:
(Name, legal status and address)

BKV Group
222 North Second Street
Suite 101
Minneapolis, MN 55401

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. Notwithstanding the foregoing, the Assignment of Prime Contracts from Owner to Construction Manager establishes the rights and responsibilities of the Construction Manager as Contractor in this A201–2017 and the Contractor with the Prime Contractors as Subcontractors in this A201–2017.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as

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binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 ~~The~~ Subject to the Agreement between Owner and Architect, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic ~~transmission if a method for electronic transmission is set forth in the Agreement.~~transmission.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital ~~form.~~form prior to commencement of Work.

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~~§ 1.8 Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall ~~designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.~~ identify a representative authorized to make decisions on behalf of the Owner and bind the Owner concerning the Project, and, to the extent required, shall be responsible for timely obtaining any required approvals from the Owner's Council. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. ~~The term "Owner" means the Owner or the Owner's authorized representative.~~

~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. ~~The~~ Except for utility locations provided by private utilities, which Owner does not warrant for accuracy, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall be responsible for contacting any required utility locate services regarding all utility locations supplied by private utilities.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor in this A201-2017 General Conditions, as modified, shall be the Construction Manager at risk pursuant to the A133-2019 Agreement. The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be ~~performed.~~ performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may ~~require.~~require and necessary changes shall be accomplished by appropriate Modification to the Contract Documents.

§ 3.2.4 If the ~~Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.~~Subcontractors perform any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Subcontractor is aware, without prompt written notice to the Contractor, Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Subcontractors do so at their own risk and expense and all claims relating thereafter are specifically waived.

§ 3.2.5 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor perform those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and, as between the Owner and the Contractor, shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall ~~propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed~~

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~~construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.~~ not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to require the Subcontractors to correct defective or nonconforming Work as provided in Article 12.

§ 3.5.4 The Contractor must furnish all special warranties under the Contract Documents to the Owner no later than Substantial Completion.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the ~~Contractor~~ Subcontractors that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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§ 3.7.2 ~~The~~ Subject to Section 3.2.3, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 ~~If~~ Subject to Section 3.2.3, if the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor ~~encounters human remains or~~ recognizes the existence of human remains, burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in ~~the Contract Sum but not in the~~ such stated allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect ~~(1)~~ the difference between actual costs and the allowances under Section 3.8.2.1 and ~~(2) changes in Contractor's costs under~~ Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner ~~with reasonable promptness.~~ in sufficient time to avoid delay in the Work.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The ~~superintendent~~ Contractor's Project Manager shall represent the Contractor, and communications given to the ~~superintendent~~ Contractor's Project Manager shall be as binding as if given to the Contractor. The Superintendent must provide his or her email address, cell phone number and pager number to Owner and Architect and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency.

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§ 3.9.2 The ~~Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed, unless such person becomes unable to perform his or her duties due to death, disability, resignation, or termination of employment. If the superintendent is no longer capable of performing his or her duties as described above, the Contractor shall promptly submit to the Owner the resume of any person Contractor requests to instate as a substitute, and unless the Owner reasonably objects, such person shall be substituted.

~~§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal ~~schedule,~~ schedule within ten (10) days of execution of the Guaranteed Maximum Price Amendment, shall submit a submittal schedule for the Owner's and Architect's approval. The Owner's and Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the ~~Contractor or a Subcontractor,~~ Subcontractors, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

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§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. The Contractor must provide the Owner and the Architect with copies of all submittals made to regulatory agencies.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. The Subcontractors must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Subcontractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract ~~Documents.~~ Documents, and the Contractor shall not be responsible for the adequacy and accuracy of such performance and design criteria. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this

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Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form reasonably specified by the Architect.

§ 3.13 Use of Site

~~The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to Contractor, it is without representation or warranty as to their adequacy for Contractor's use.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored as close as reasonably practicable under the circumstances to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor ~~shall keep the premises and surrounding area~~ must keep the Site and adjacent areas free from accumulation of waste materials ~~and rubbish caused by operations under the Contract.~~ or rubbish caused by operations under the Contract, and must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If the Contractor fails to do so in a manner reasonably satisfactory to the Owner or the Architect within forty-eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all reasonable costs associated with the cleaning. At completion of the Work, the Contractor shall ~~remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery,~~ promptly cause removal of waste materials, rubbish, the Subcontractors' tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or

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patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract ~~Documents.~~Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals from Subcontractors such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness so as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing ~~within any time limits agreed upon or otherwise with reasonable promptness.~~ with reasonable promptness, but in no event later than fifteen (15) days after receipt of such

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request. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 ~~Award of Subcontracts and Other Contracts for Portions of the Work~~Contingent Assignment of Subcontracts

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~Each Subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those Subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a Subcontract agreement, the Owner assumes the Contractor's rights and obligations under the Subcontract.

§ 5.2.2 ~~The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.~~Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.2.3 ~~If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~Upon assignment to the Owner under this Section 5.4, the Owner may further assign the Subcontract to a successor contractor or other entity. If the Owner assigns the Subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the Subcontract.

~~§ 5.2.4~~ ~~The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.~~

~~§ 5.3 Subcontractual Relations~~

~~By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not~~

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~~prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.~~

~~**§ 5.4 Contingent Assignment of Subcontracts**~~

~~**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that~~

- ~~.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and~~
- ~~.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.~~

~~When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.~~

~~**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.~~

~~**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction ~~schedules.~~ schedules when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the ~~Contractor's Work~~ Work performed by the Subcontractors depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall cause the Subcontractors to proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders and Change Proposals

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The Contractor must submit Change Proposals to the Architect covering a contemplated Change Order within twenty-one (21) days after request of the Owner, or the Architect or within twenty-one (21) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making Change Proposals. Change Proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, and additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and Site-specific overhead and general conditions). The

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Subcontractor's or Sub-subcontractor's overhead and profit in turn must not exceed a total aggregate of ten percent (10%). Change Proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal in accordance with this Section 7.2.2 without accepting the Change Proposal in its entirety.

§ 7.2.3 If the Owner determines that a Change Proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner, Contractor and Architect sign the Change Order.

§ 7.2.4 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner and Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- **.5** Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. ~~If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.~~

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 The Contractor must conform to the most recently approved Progress Schedule. The Contractor must cause the Subcontractor's to complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Progress Schedule.

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§ 8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the approved Progress Schedule and any approved revisions thereto. The Contractor must keep current records of and mark on a copy of the approved Progress Schedule the actual commencement date, progress and completion date of each scheduled activity indicated on the Progress Schedule.

§ 8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Subcontractors' would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.7 If the Contractor's progress is not maintained in accordance with the approved Progress Schedule such that the Substantial Completion will not be achieved as required by the Contract Documents, or the Owner has evidence reasonably indicating that the Contractor will not be able to conform to the most recently approved Progress Schedule such that the Substantial Completion will not be achieved as required by the Contract Documents, the Contractor must, promptly and at no additional cost to the Owner, take all commercially reasonable measures necessary to accelerate its progress to overcome the delay.

§ 8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that shall be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Project Schedule and no adjustment is made in the Contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work (1) by ~~(1)~~ an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by disruptions in labor or materials resulting from a health crisis regardless of whether an infectious disease, epidemic, pandemic or outbreak isolated to areas from which such labor and materials are supplied; (5) by delay authorized by the Owner pending mediation and ~~binding dispute resolution; or (5)~~ litigation; or (6) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

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§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and conditional releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. As required by the Municipal Prompt Payment Act, Minnesota Statutes, Section 471.425, subdivision 4a, the Contractor must pay all subcontractors, less any retainage, within ten (10) calendar days of the Contractor's receipt of payment from the Owner for undisputed services provided by the Subcontractor(s) and must pay interest at the rate of one and one-half percent (1.5%) per month or any part of a month to the Subcontractor(s) on any undisputed amount not paid on time to the Subcontractor(s).

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 The Contractor must submit to the Architect and Owner itemized Applications for Payment for Work completed on a monthly basis in accordance with a schedule approved by the Owner. Each Application for Payment must be consistent with the approved Schedule of Values. In order to expedite the review and approval of Applications for Payment, the Contractor may submit to and review with the Owner a draft Application for Payment at a progress meeting prior to submitting a formal Application for Payment.

§ 9.3.5 The form of Application for Payment must be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet (latest edition), or such other form as may be prescribed by the Owner. The Application must be notarized and supported by sufficient data to demonstrate the Contractor's right to payment and compliance with the payment provisions of the Contract, such as copies of requisitions from Subcontractors and material suppliers, partial lien waivers, releases and other documents. Each Application for Payment must reflect approved Contract Modifications and the Contract retainage provided for in the Contract Documents.

§ 9.3.6 Applications for Payment may include materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. The Owner has no obligation or responsibility to pay for materials stored off the Site. If specifically approved in writing in advance by the Owner, an Application for Payment may include materials and equipment stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site is conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to protect the Owner's interests. Payment for materials and equipment stored off the Site will, in addition, be conditioned upon the Contractor's provision of applicable insurance, storage and transportation to the Site.

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§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When ~~either party~~ the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, ~~that party~~ the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for undisputed amounts owed to such Subcontractor or material or equipment supplier for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, ~~no later than seven days~~ in accordance with the Prompt Payment Act, subdivision 4a after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 The Contractor and the Subcontractors shall provide payment and performance bonds as required by law and the Agreement. Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by final binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld

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by Owner) have been paid or otherwise satisfied, including but not limited to completed MN IC134 Withholding Affidavit for Contractors for itself and all Subcontractors, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Architect and request a final inspection of the Work as provided in Section 9.10.2. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

§ 9.10.7 Upon receipt of the Contractor's notice and request for final inspection, the Owner and Architect will promptly make such inspection and, when the Owner and Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, Architect will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Architect will promptly notify the Contractor if the Owner or Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any necessary additional professional services of the Owner or Architect until the Work is determined to be finally complete.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Contactor and Owner acknowledge and agree that nothing in this Article 10 is intended to limit or otherwise reduce the safety responsibilities of the Subcontractors. Contractor and Owner further agree that the Subcontractors are independent contractors and that the Subcontractors and the Subcontractors' employees are not the employees of Owner or Contractor.

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§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and ~~10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss~~ 10.2.1.3, except to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If ~~either party~~ the Contractor or a Subcontractor suffers injury or damage to person or property because of an act or omission of the ~~other party,~~ Owner, or of others for whose acts ~~such party~~ the Owner is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the ~~other party~~ Owner within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the ~~other party~~ Owner to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 ~~The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance,~~ If a material or substance reasonably believed by the Contractor to be hazardous, toxic, petroleum or a constituent thereof, including but not limited to asbestos or polychlorinated biphenyl (PCB), is encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from ~~performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself),~~ the presence on the site of any (a) hazardous or toxic material or substance, including but not limited to asbestos, polychlorinated biphenyl (PCB) or petroleum or a constituent thereof, except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor ~~brings~~ or Subcontractors bring to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement ~~or elsewhere in the Contract Documents.~~. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The ~~Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~Owner shall be named as additional insured as set forth in Exhibit B to the Agreement.

§ 11.1.2 The ~~Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

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insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in Exhibit B to the Agreement.

§ 11.1.3 ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Agreement. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.4 ~~Notice of Cancellation or Expiration of Contractor's Required Insurance.~~ ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Agreement, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the ~~Agreement or elsewhere in the Contract Documents.~~ Agreement. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the ~~Agreement or elsewhere in the Contract Documents,~~ Agreement, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the ~~Contract Documents,~~ Agreement, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 ~~If during the Project construction period the Owner insures properties,~~ Notwithstanding the above, Owner does not waive its right to subrogate against (1) Contractor, any of its Subcontractors, sub-Subcontractors, agents or employees for damages caused to non-Project related property, real or personal or both, at or adjacent to the site ~~by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~ of the Project, caused by the negligent, intentional or other willful act or omission of the Contractor, any of its Subcontractors, sub-Subcontractors, agents or employees; or against (2) the Architect, or Architect's consultant, if any, for damages caused to non-Project related property, real or personal or both, at or adjacent to the site of the Project, caused by the negligent, intentional or other willful act or omission of the Architect, or Architect's consultants, if any.

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

~~**§11.5 Adjustment and Settlement of Insured Loss**~~

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

§ 11.3.3 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the

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Project during the construction period, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§11.4 Adjustment and Settlement of Insured Loss

§ 11.4.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.4.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 30 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's ~~expense.~~expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall ~~correct it promptly~~ cause the Work to be corrected within a reasonable time after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice ~~promptly~~ within a reasonable time after discovery of the condition. During the ~~one-year period for correction of Work, if~~ period for correction of Work, the Owner shall give the Contractor a reasonable opportunity to cause the responsible Subcontractor(s) to make the correction. If the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the ~~Contractor and to make a claim for breach of warranty.~~ Contractor. If the Contractor fails to correct nonconforming Work within

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a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this ~~Section 12.2.~~Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~All payments to the Contractor shall be governed by the Prompt Payment Act, provided, however, that the interest rate for payments due but unpaid shall be four percent (4.00%) per annum.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract ~~Documents; or~~

~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~ Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute

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in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, ~~and~~ costs incurred by ~~reason~~ reasons of such ~~termination.~~ termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to cause Subcontractors to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and ~~upon certification by~~ the ~~Architect that sufficient cause exists to justify such action, the~~ Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of ~~subcontracts~~ Subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. ~~Adjustment of the Contract Sum shall include profit.~~ No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing ~~subcontracts~~ Subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the ~~binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~dispute resolution method selected within the Agreement and within the time period specified by applicable law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by ~~either~~ the ~~Owner or~~ Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by ~~either party~~ the Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the ~~claimant~~ Contractor first recognizes the condition giving rise to the Claim, whichever is later. As a condition to making a claim for additional costs, the Contractor shall maintain and produce accurate records to substantiate all additional costs actually incurred.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall not be required as a condition precedent to mediation of any Claim. ~~If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered.~~ Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the ~~claimant~~ Contractor or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of

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the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~ In the event of a claim against the Contractor, the Owner may, but is not obligated to notify the surety, if any, of the nature and amount of the claim. If the claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to notify the surety and request the surety's assistance in resolving the controversy.

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

~~**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.3 Mediation

§ 15.3.1 ~~Claims, disputes, or other matters in controversy~~ Any Claim, dispute or other matter in question or arising out of or related to ~~the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~
this Agreement shall be subject to 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. The parties shall share equally the mediator's fee and any filing fees. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation and ratified by the Owner's governing body shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

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~~§ 15.4 Arbitration~~

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.4 Consolidation or Joinder~~

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Exhibit C– Standard Form of Agreement between Construction Manager and Subcontractor

The attached document includes the standard form of agreement between the Construction Manager at Risk and Subcontractor.

Project Name:	Oakdale Police Expansion & City Hall Remodel	Contact Name:	
Project No.:		Phone:	
Contract No.:	-	E-mail:	

SUBCONTRACT AGREEMENT

LABOR AND MATERIALS

THIS SUBCONTRACT, is made and effective this day of , by and between Kraus-Anderson® Construction Company, 501 South 8th Street, Minneapolis, MN 55014 (hereinafter called the "Contractor") and , (hereinafter called the "Subcontractor"). This Subcontract includes the following Riders attached hereto and which are made a part hereof:

Rider A - Scope of Work
Rider B - Subcontract Price
Rider C - Contract Documents List
Rider D - Construction Schedule
Rider E – Sworn Construction Statement
Rider F – Performance and Payment Bonds
Rider G – Additional Subcontract Requirements
Rider H - Additional Subcontract Governmental, Affirmative Action, Equal Employment Opportunity, Non-Discrimination and Disadvantaged Business Requirements

SAMPLE

WHEREAS, The Contractor has heretofore entered into a contract, dated June 2nd, 2025 (the "General Contract"), with City of Oakdale of 1584 Hadley Avenue North, Oakdale, MN 55128 (hereinafter called the "Owner"), to perform certain work at Oakdale Police Expansion & City Hall Remodel, 1584 Hadley Avenue North, Oakdale, MN 55128 (hereinafter called the "Project"), pursuant to certain Contract Documents (hereinafter defined); and

WHEREAS, The Contractor has made available to the Subcontractor all of the above documents, and the Subcontractor shall be responsible for obtaining copies pertinent to the Subcontractor's Work; and

WHEREAS, The above documents have been carefully examined by the Subcontractor; NOW THEREFORE

ARTICLE I - THE SUBCONTRACTOR AGREES AS FOLLOWS:

1. To furnish all labor, material, skill and equipment necessary or required and to perform all the Work necessary for: See Rider A - Scope of Work.

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Subcontractor to fulfill the Subcontractor's obligations.

The "Contract Documents" consist of this Subcontract between Contractor and Subcontractor (hereinafter, the "Subcontract") and its attached Riders, Exhibits; Supplementary and other Conditions; Drawings, Specifications, Addenda issued prior to execution of the Subcontract; the Contractor's bidding requirements (advertisement or invitation to bid, Instructions to Bidders or portions of Addenda relating to bidding requirements), other documents listed in the Subcontract, and Modifications (as defined in the General Contract) issued after execution of the

Subcontract. The Contract Documents include, but are not limited to, those Contract Documents set forth in Rider C attached hereto. The Contract Documents do not include the Subcontractor's bid. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect or Engineer and the Subcontractor, (2) between the Owner and the Subcontractor, except as otherwise expressly provided herein, (3) between the Owner and the Architect or Engineer, or (4) between any persons or entities other than the Contractor and the Subcontractor, except as otherwise expressly provided herein.

The "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work for the Project, generally including plans, elevations, sections, details, schedules and diagrams.

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards (including, but not limited to, performance design criteria), workmanship for the Work, and performance of related services for the Project.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Subcontractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Subcontractor shall be required consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

2. To pay for all materials, skills, labor and equipment used in or in connection with the performance of this Subcontract, when and as bills or claims therefor become due, and to save and protect the Project, the Owner, and the Contractor from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the Contractor when and if requested, that it has complied with the above requirements. This provision shall not be construed as a waiver of the right of the Subcontractor to file and enforce a lien claim against the Owner in the event of the Contractor's failure to pay the Subcontractor.

3. To begin the Work of this Subcontract as soon as the Project is ready for such Work or, within three (3) working days after being notified in writing by the Contractor and to complete the Work of this Subcontract as required by job progress. No Work is to be done unless an insurance certificate has been received and approved by the Contractor.

The Work under this Subcontract shall be performed in accordance with the Project Schedule and as directed by Project Superintendent. Time is of the essence.

Specifically, all submittals, including, but not limited to, shop drawings, product data and samples, shall be submitted, all material shall be fabricated and ready for delivery, and all on-site installation shall be completed within the time periods set forth in Rider D and as directed by Project Superintendent.

4. To proceed with the Work in any orderly and reasonable sequence directed by the Contractor. To abide by the Contractor's decision as to the allotment of all storage and working space on the Project.

5. That no extension of time of performance of the Subcontract shall be recognized by the Contractor without the written consent of the Contractor. If, however, the Subcontractor is delayed in the performance or completion of the Subcontract Work for reasons beyond its control, then with timely notice the time of the performance or completion of such Work shall be extended accordingly, provided the cause of the delay is of a type set forth in the General Contract which justifies an extension of time for completion of the General Contract. Notwithstanding anything in the Contract Documents to the contrary, in no event is the Subcontractor entitled to an extension of time for the Subcontractor's performance of the Work that is greater than the extension of time that the Contractor is entitled to receive under the General Contract based upon the cause and impact of the particular delay, and the Subcontractor shall not be entitled to compensation or damages for a delay unless the Contractor is entitled to receive compensation from the Owner for the particular delay.

6. To save harmless the Contractor and all other subcontractors from any and all losses or damage occasioned by the failure of the Subcontractor to carry out the provisions of this Subcontract, except to the extent that such failure results from causes beyond the control of the Subcontractor. Loss or damage shall include, without limiting the generality of the foregoing, legal fees and/or disbursements paid or incurred by the Contractor as part of the loss or damage or to enforce the provisions of this Section, except to the extent that such failure results from causes beyond the control of the Subcontractor.

SAMPLE

7.1 Prior to starting the Work, the Subcontractor shall purchase and maintain insurance coverage as required by this Section 7.1 and Rider G to protect the Subcontractor and the Contractor from claims set forth below which may arise out of, result from, or are in any manner connected with, the execution of the Work provided for in this Subcontract or the use by the Subcontractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor, or third parties, whether such claims arise during Subcontract performance or subsequent to completion of operations under this Subcontract and whether operations be by the Subcontractor or by anyone directly or indirectly employed by the Subcontractor or by anyone for whose acts the Subcontractor may be liable, and whether such claims are claims for which the Contractor may be, or may be claimed to be, liable. Such insurance shall include, without limitation, coverage and endorsements as will insure the Subcontractor's obligations under the provisions of Section 7.2 of this Subcontract. Insurance shall be purchased from a company authorized to do business in the state where the Project is located, and shall be written for not less than the limits of liability specified below, in the General Contract, or required by law, whichever is greater, but in no event less than the limits the Subcontractor actually obtains. The types of claims and minimum required coverages and limits of liability are as follows:

A. Claims under the Subcontractor's Worker's Compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease or death of employees. Insurance coverages shall include:

Statutory Worker's Compensation, including Employers' Liability with a minimum limit of $100,000.00 for each accident; $500,000.00 disease policy limit, and $100,000.00 disease limit for each employee.

B. Commercial General Liability Insurance shall be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage), including claims for damages because of bodily injury, occupational sickness or disease, or death, by any person other than employees; claims for personal injuries which are sustained by (1) any person as a result of an act or omission directly or indirectly related to the employment of such person by the Subcontractor, or (2) any other person; claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Such insurance shall not contain any residential or EIFS exclusions that would apply to any Work being performed under this Subcontract. Insurance coverages shall include, but not be limited to:

Premises - Operations
Products - Completed Operations for a period of at least five (5) years after the last date of the Subcontractor's performance of any portion of the Work provided for under this Subcontract or until expiration of the statute of repose applicable to such claims in the jurisdiction where the Project is located, whichever is greater.
Blanket Contractual - Such insurance and endorsements as will insure the obligations under the provisions of Section 7.2 of this Subcontract as those obligations may arise out of either ongoing or completed operations. Such coverage shall be maintained for a period of at least five (5) years after the last date of the Subcontractor's performance of any portion of the Work provided for under this Subcontract or until expiration of the statute of repose applicable to such claims in the jurisdiction where the Project is located, whichever is greater.
Broad Form Property Damage
Personal and Advertising Injury
Blanket Explosion, Collapse and Underground Property Damage
Operations of Independent Contractors

Policy Limits:	Per Project General Aggregate	$2,000,000.00
	Products/Completed Operations Aggregate	$2,000,000.00
	Personal and Advertising Injury	$1,000,000.00
	Each Occurrence	$1,000,000.00

C. Commercial Automobile Liability Insurance, including claims for damages because of bodily injury or death of any person, or any property damage, arising out of the ownership or use of any motor vehicle. Insurance coverage shall include:

SAMPLE

Business Auto Liability insurance including owned, hired, and non-owned vehicles with limits of $1,000,000.00 Combined Single Limit for each accident for bodily injury and death, or property damage.

D. Umbrella Excess Liability shall follow form with a Combined Single Limit of $1,000,000.00.

E. If any portion of the Subcontractor's Work includes, without limitation, the design of a building system, in addition to the construction of such system, or other professional services, including surveying, then the Subcontractor shall purchase and maintain Professional Errors and Omission coverage insurance on a "Claims Made" basis in an amount of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) aggregate, with a deductible and/or self-insured retention, including those relating to defense costs, not in excess of $50,000, with insurance companies acceptable to the Contractor. The retroactive date shall be prior to the start of the Work. The Subcontractor shall continue to carry such insurance for at least three (3) years after final completion of the Project and issuance of the final Certificate for Payment. The Owner shall be a third party beneficiary of the provisions of this paragraph.

F. If the Subcontractor's Work includes, without limitation, any portion of (i) building enclosure systems (including, without limitation, vapor or moisture barriers, roofing or flashing, exterior windows, curtainwall components or systems, plaster or stucco or exterior stone or masonry) (ii) plumbing, heating, ventilating or air conditioning systems, (iii) drywall or insulation, or (iv) building foundations, then the Subcontractor shall purchase and maintain Contractor's Pollution Liability insurance to protect the Subcontractor and the Contractor from claims which may arise out of, result from, or are in any manner connected with, the execution of the Work provided for in this Subcontract, or occur or result from the use by the Subcontractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor, or third parties, whether such claims arise during Subcontract performance or subsequent to completion of operations under this Subcontract and whether operations be by the Subcontractor or by anyone directly or indirectly employed by the Subcontractor or by anyone for whose acts the Subcontractor may be liable, and whether such claims are claims for which the Contractor may be, or may be claimed to be, liable. Such insurance shall be provided on an "Occurrence" basis (or, if approved in advance in writing by the Contractor, on a "Claims Made" basis) in an amount of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) aggregate, with insurance companies acceptable to the Contractor and authorized to do business in the State in which the Project is located. Such insurance coverage shall include, but not be limited to, coverage for (i) premises-operations, (ii) completed operations, and (iii) mold/fungus. The Subcontractor shall continue to carry such insurance for a period of at least five (5) years after final completion of the Project and issuance of the final Certificate for Payment or until expiration of the statute of repose applicable to claims covered by such insurance in the jurisdiction where the Project is located, whichever is greater, including the Additional Insured requirements described below. The Owner shall be a third party beneficiary of the provisions of this paragraph.

SAMPLE

G. If any portion of the Subcontractor's Work includes, without limitation, the abatement, handling, transportation and/or disposal of potentially hazardous substances or pollutants, then the Subcontractor shall purchase and maintain Contractor's Pollution Liability insurance to protect the Subcontractor and the Contractor from claims which may arise out of, result from, or are in any manner connected with, the execution of the Work provided for in this Subcontract, or occur or result from the use by the Subcontractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor, or third parties, whether such claims arise during Subcontract performance or subsequent to completion of operations under this Subcontract and whether operations be by the Subcontractor or by anyone directly or indirectly employed by the Subcontractor or by anyone for whose acts the Subcontractor may be liable, and whether such claims are claims for which the Contractor may be, or may be claimed to be, liable. Such insurance shall be provided on an "Occurrence" basis (or, if approved in advance in writing by the Contractor, on a "Claims Made" basis) in an amount of not less than Five Million Dollars ($5,000,000) per claim and Five Million Dollars ($5,000,000) aggregate, with insurance companies acceptable to the Contractor and authorized to do business in the State in which the Project is located. Such insurance coverage shall include, but not be limited to, coverage for (i) premises-operations, (ii) completed operations, (iii) transportation of hazardous substances or pollutants, (iv) non-owned disposal sites, and (v) mold/fungus. The Subcontractor shall continue to carry such insurance for at least ten (10) years after final completion of the Project and issuance of the final Certificate for Payment, including the Additional Insured requirements described below. The Owner shall be a third party beneficiary of the provisions of this paragraph.

At least thirty (30) days prior to beginning any Work under the Subcontract, the Subcontractor shall provide the Contractor with certificates of insurance and a certified copy of the Subcontractor's current Contractor's Pollution Liability Insurance policy, and any renewals thereof, showing all premiums paid in full, to confirm the Subcontractor's compliance with this Section. Any failure on the part of the Contractor to pursue or obtain the certificates of insurance and insurance policy required hereunder from the Subcontractor and/or the failure of Contractor to point out any non-compliance of such certificates of insurance or insurance policy shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve the Subcontractor of any obligations or liabilities under the Subcontract. Moreover, acceptance or approval by the Contractor of such insurance or certificates of insurance submitted by the Subcontractor does not relieve or decrease in any manner the liability of the Subcontractor for performance hereunder.

SAMPLE

Waivers of subrogation in favor of the Contractor, and any parties required by the General Contract, including, without limitation, the Owner, must be included on the Commercial General Liability, Commercial Automobile Liability, Workers' Compensation, Employers' Liability, Pollution Liability and Umbrella Excess Liability policies.

The policy coverages and limits of liability specified shall be considered minimum requirements. All deductibles and/or self-insured retentions in excess of $50,000 (if any), including those relating to defense costs, require written approval in advance by the Contractor, and, if approved, are the sole responsibility of the Subcontractor and not a reimbursable expense by the Contractor. Approval of the insurance by the Contractor shall not relieve or decrease the liability of the Subcontractor. The Contractor does not in any way represent that the insurance or limits of insurance specified above are sufficient or adequate to protect the Subcontractor's interests or liabilities, but are minimums. The Subcontractor's compliance with the insurance requirements in this Section 7.1 shall not relieve the Subcontractor from liability under the Subcontract or at law for any amounts in excess of the limits of insurance.

The Subcontractor shall, within ten (10) days after the execution of this Subcontract and any renewals of such required insurance, provide the Contractor certificates of insurance showing compliance with the insurance requirements in this Section7.1 and that all premiums have been paid in full. Any failure on the part of the Contractor to pursue or obtain the certificates of insurance required hereunder from the Subcontractor and/or the failure of Contractor to point out any non-compliance of such certificates of insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve the Subcontractor of any obligations or liabilities under

the Subcontract. Moreover, acceptance by the Contractor of certificates of insurance submitted by the Subcontractor does not relieve or decrease in any manner the liability of the Subcontractor for performance hereunder.

To the fullest extent permitted by law, the Subcontractor shall cause its Commercial General Liability Insurance (using ISO forms CG 20 10 07 04 and CG 20 37 07 04 or substitute forms providing equivalent coverage), Umbrella Excess Liability, and Contractor's Pollution Liability (if required herein, and including Completed Operations coverage) as described herein, to be endorsed to name the Contractor as an Additional Insured, and such Insurance shall be primary insurance without recourse to or contribution from any similar insurance carried by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to such Additional Insured. The coverage afforded to such Additional Insured shall be at least as broad as that afforded to the named insured. The policy limits applicable to such Additional Insured shall be the same amount applicable to the named insured, but in no event shall such limits be less than the minimum amounts required under this Subcontract. The policy shall not contain any provision, definition, or endorsement that would serve to eliminate third-party action over claims. The Additional Insured status must be reflected on the Subcontractor's Certificate of Insurance to the Contractor. At the time the Subcontractor provides the Contractor with the certificates of insurance referenced above, including, but not limited to, any renewals of such required insurance, the Subcontractor shall provide the Contractor with a current copy of such Additional Insured endorsement, and/or such other evidence as the Contractor shall reasonably require, to confirm the Subcontractor's compliance with the Additional Insured obligations in this paragraph.

The Subcontractor shall cause its Commercial General Liability Insurance (including Completed Operations coverage), Umbrella Excess Liability, and Contractor's Pollution Liability (if required herein, and including Completed Operations coverage) as described herein, to be endorsed to name the Owner and any other party that the Contractor is required under the General Contract to name as an additional insured on the Contractor's insurance, as an Additional Insured as required by the terms of the General Contract. Such Insurance shall be primary insurance without recourse to or contribution from any similar insurance carried by the Owner or such other parties required to be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to such Additional Insured. The coverage afforded to such Additional Insured shall be at least as broad as that afforded to the named insured. The policy limits applicable to such Additional Insured shall be the same amount applicable to the named insured, but in no event shall such limits be less than the minimum amounts required under this Subcontract. The policy shall not contain any provision, definition, or endorsement that would serve to eliminate third-party action over claims. The Additional Insured status required by this paragraph must be reflected on the Subcontractor's Certificate of Insurance to the Contractor, including, but not limited to any renewals of such required insurance. The Owner, and any other party required to be added as an additional insured pursuant to this paragraph, shall be a third party beneficiary of the provisions of this paragraph.

The Subcontractor shall, upon the Contractor's written demand, provide the Contractor with a copy of the Subcontractor's requested insurance policy to confirm the Subcontractor's compliance with this Section 7.1. Any failure on the part of the Contractor to request a copy of such policy and/or any review by the Contractor thereof shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve the Subcontractor of any obligations or liabilities under the Subcontract.

ALL insurance shall contain a provision that coverages, afforded under any of the aforesaid insurance policies, shall not be canceled or materially changed without at least thirty (30) calendar days (or such shorter period required by applicable law, if any, for giving notice to the primary policyholder) prior written notice to the Contractor as an additional insured. The notice provision referenced in this paragraph must be reflected on the Subcontractor's Certificate of Insurance to the Contractor.

All aforesaid insurance policies shall be underwritten with responsible insurance carriers, with A.M. Best's Ratings of not less than A (financial strength rating) and X (financial size category), as evaluated by the most current A.M. Best rating guide, and otherwise satisfactory to the Contractor, and authorized to provide insurance in the State in which the Project is located.

The Subcontractor is responsible at the Subcontractor's expense and not a reimbursable expense for providing any additional insurance the Subcontractor deems necessary to protect the Subcontractor's interest from other hazards or claims in excess of the aforementioned minimum insurance coverages and limits.

SAMPLE

In the event the Subcontractor, or its insurance carrier(s), default on any obligations hereunder, the Subcontractor shall be liable for all reasonable expenses and attorneys' fees incurred by the Contractor to enforce the provisions hereunder. The Subcontractor's obligations under Section 7.1 will survive final payment or termination or expiration of this Subcontract.

SAMPLE

Sample Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
Sample Certificate of Insurance	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fill in appropriate Ins Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

(Subcontractor Name & Address)

MN

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			FILL IN POLICY NUMBER	FILL IN	FILL IN	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 50,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			FILL IN POLICY NUMBER	FILL IN	FILL IN	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			FILL IN POLICY NUMBER	FILL IN	FILL IN	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			FILL IN POLICY NUMBER	FILL IN	FILL IN	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	100,000 100,000 500,000

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

(Insert project number) Kraus-Anderson Construction Company and others required by the subcontract are additional Insureds for ongoing and completed operations, as set forth in the subcontract. Such Insurance is primary insurance without recourse to or contribution from any similar insurance carried by Kraus-Anderson Construction Company and/or other persons that are named as additional insureds pursuant to the subcontract. Kraus-Anderson Construction Company shall be provided with 30-days' prior written notice (or such shorter period required by law, if any) should any of the above policies be canceled or materially changed, as set forth in the subcontract.

CERTIFICATE HOLDER

Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)
INS025 (201005).01

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7.2 For purposes of this Section 7.2, "Claims" mean, without limitation, all demands, suits, actions or other legal proceedings alleging damages, losses, or injury to any person, whether employees or otherwise, and to any property, including, without limitation, all fines, costs, expenses and attorney's fees, arising out of, resulting from, or in any manner connected with, the execution of the Work provided for in this Subcontract or the use by the Subcontractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, and whether operations be by the Subcontractor or by anyone directly or indirectly employed by the Subcontractor or by anyone for whose acts the Subcontractor may be liable. To the fullest extent permitted by law, the Subcontractor agrees to indemnify and save harmless the Contractor, its agents and employees from all Claims arising out of the Contractor's vicarious liability, warranty liability, strict liability or other such similar liability for the Subcontractor's acts or omissions. Notwithstanding the Subcontractor's foregoing indemnity obligation, the Subcontractor agrees that upon the Contractor's request the Subcontractor shall defend the Contractor from and against all Claims, including, without limiting the generality of the foregoing, Claims for which the Contractor may be, or may be claimed to be, liable, whether or not the allegations are meritorious, employing legal counsel acceptable to the Contractor in the Contractor's sole discretion, and at the Subcontractor's sole cost and expense, including, without limitation, reimbursement of all costs, attorneys' fees and expert fees incurred by the Contractor in defending such Claims. The Subcontractor shall be responsible for all legal fees and disbursements paid or incurred to enforce the provisions of this Section 7.2. The Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will insure the obligations under the provisions of this Section 7.2, as those obligations may arise out of either ongoing or completed operations, including, but not limited to, those coverages set forth in Section 7.1 above, all of which is intended to comply with the requirements of Minn. Stat. § 337.01, et seq. The Subcontractor acknowledges and agrees that it is not providing such Commercial General Liability insurance coverage directly to the Contractor, but is obtaining and maintaining such Commercial General Liability insurance coverage for the benefit of the Contractor.

The Subcontractor's obligations under this Section 7.2 shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable or recoverable under any worker's compensation acts, disability benefit acts, or other employee benefit acts. The rights, remedies and obligations set forth in this Section 7.2 are in addition to, and not in lieu of, any indemnity, contribution or other rights, remedies and obligations now or subsequently existing at law, in equity, by statute or otherwise. The parties agree that this Section 7.2 is intended to comply with the requirements of Minn. Stat. § 337.01, et seq., such that if any provision of this Section shall be unlawful, void or for any reason unenforceable, such provision shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Section 7.2, the intent being to provide the maximum defense and indemnity obligations allowed by law. The Subcontractor's obligations under Section 7.2 will survive final payment or termination or expiration of this Subcontract.

8. To accept responsibility for all damage caused by the Subcontractor, to clean all surfaces soiled by the Subcontractor, and to protect the Work performed by the Subcontractor, it being understood that the standards of protection shall not be less than those specified in the General Contract or required by law, and to be responsible for any defective or improper Work or material caused by its failure so to do. If any dispute arises between the Subcontractor and another subcontractor as to which is responsible for any item of damage, the dispute shall be submitted to the Contractor for decision and the Contractor's determination as to responsibility.

9. The Subcontractor and its subcontractors shall take all safety precautions with respect to its Work, shall comply with all safety measures required by the General Contract and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property.

10. Not to assign or sub-let this Subcontract or any part thereof, and not to assign any money due or to become due hereunder, without first obtaining the written consent of the Contractor.

11. To be bound to the Contractor by the terms of the General Contract, to conform to and to comply with the provisions of the General Contract, and to assume toward the Contractor all the obligations and responsibilities that the Contractor assumes in and by the General Contract toward the Owner, insofar as they are applicable to this Subcontract. Where any provision of the General Contract between the Owner and the Contractor is inconsistent with any provision of this Subcontract, this Subcontract shall govern.

12. To employ no person whose employment on or in connection with this Subcontract may be objectionable to the Contractor and to remove any such person when objected to by the Contractor, all upon reasonable grounds.

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13.1 That the Contractor or its authorized representative shall have the right to order in writing changes to this Subcontract as made to the General Contract by the Architect and/or the Owner; that fair adjustments shall be made in the Subcontract Price for such change; and that no change shall be allowed, or made by the Subcontractor, or paid for by the Contractor unless and until authorized by the Contractor or its authorized representative in writing before the change has begun.

13.2 To give written notice to the Contractor of all claims for extras, for extensions of time and for damage for delays or otherwise in accordance with the General Contract, allowing the Contractor to give timely notice to the Owner. Timely notice shall mean within five (5) working days after the Subcontractor knew or should have known of the circumstances giving rise to any such claim, but in no event later than three (3) working days prior to the expiration of the relevant notice period in the General Contract. The Subcontractor's failure to give timely notice shall operate to waive and release all such claims. This is a material provision of the Subcontract that shall be strictly enforced and is not subject to waiver by the Contractor.

14. The Subcontractor warrants the Work under this Subcontract to the same extent that the Contractor is obligated to warrant the Contractor's work under the General Contract, but in any event the Subcontractor warrants the Subcontractor's Work against all defects in material or workmanship for a period of one (1) year from the date of the Owner's final acceptance of the Project, or a specific portion of the Subcontractor's Work, as applicable.

15. That in case the Subcontractor shall fail when and if required by the Contractor, to correct, replace and/or re-execute faulty or defective Work done and/or materials furnished under this Subcontract, or fails to complete or proceed with this Subcontract within the schedule agreed to by the parties or the time herein provided for, or to make payment when due to subcontractors or suppliers for labor or materials in accordance with the respective agreements between the Subcontractor and its subcontractors and suppliers, or to comply with any substantial term of this Subcontract, then the Contractor may give the Subcontractor a written notice to cure the Subcontractor's default. If the Subcontractor fails within three (3) working days after receipt of the notice of default to commence and continue satisfactory correction of such default with diligence and promptness, then the Subcontractor shall be in default of this Subcontract and the Contractor shall have the right to terminate this Subcontract, cure the Subcontractor's default, and/or finish the Subcontractor's Work, remove, replace, and/or re-execute such faulty or defective Work or materials, either through its own employees or through a contractor or subcontractor of the Contractor's choice, and to charge the cost thereof to the Subcontractor, together with any liquidated or actual damages caused by a delay in the performance of this Subcontract.

16. That in case of default on the part of the Subcontractor under the terms of this Subcontract, the material and supplies of the Subcontractor shall be left on the job for the use of the Contractor in completing the Work covered by this Subcontract.

17. To comply with all applicable Federal and State laws, codes, and regulations and all municipal ordinances and regulations effective where the Work under this Subcontract is to be performed, including, without limitation, all applicable laws related to wage theft, and to pay all costs and expenses connected with such compliance. To pay all applicable fees and taxes, including, without limitation, all sales and use taxes, and also pay all taxes imposed by any State or Federal law for any employment insurance, pension, old age retirement funds or any similar purpose and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing the same as though the Subcontractor was in fact the Contractor. The Subcontractor is responsible to ensure compliance with the terms of this Section by any of its subcontractors of any tier. The Subcontractor shall indemnify and hold the Contractor and the Owner harmless from any and all losses or damage (including reasonable attorney's fees) resulting from the failure of the Subcontractor to comply with the terms of this Section.

18. To pay all royalties and license fees; to defend all suits or claims for infringement of any patent rights involved in the Work of the Subcontractor under this Subcontract; and to save the Contractor, the Owner and other subcontractors harmless from loss, cost or expense on account of such use or infringement by the Subcontractor.

19. If any part of the Subcontractor's Work depends for proper execution or results upon the work of the Contractor, any other subcontractor or any other separate contractor on the Project, the Subcontractor shall prior to the commencement of the Subcontractor's Work, inspect and promptly report to the Contractor any apparent discrepancies or defects in such Work that renders it unsuitable for such proper execution and results. Failure of the Subcontractor to so inspect and report shall constitute an acceptance of the work of the Contractor, other subcontractors or other separate contractors as fit and proper to receive the Subcontractor's Work.

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20. Safety - The Subcontractor shall hold or attend weekly safety meetings of a reasonable duration at the Project jobsite. Weekly safety meetings are a minimum requirement and should in no way limit the number of meetings required to ensure a safe work site.

Detailed minutes of all safety meetings held by the Subcontractor shall be prepared by the Subcontractor and promptly distributed to the Contractor. Failure of the Subcontractor's workers to observe safe practices shall result in the removal of the offending workers from the Project. The wearing and proper use of appropriate hard hats, eye protection, and other safety devices are mandatory while working on the Project.

The Subcontractor must comply with OSHA requirements and shall give all notices and comply with any other applicable health or safety requirements, laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. Without limiting the foregoing, the Subcontractor shall comply, and shall require each of the Subcontractor's sub-subcontractors to comply, with all licensing and other requirements imposed by law or regulation with respect to the operation of any cranes or other lifting equipment in connection with the Work under this Subcontract, whether such cranes and/or lifting equipment are operated by the Subcontractor or anyone performing Work by or through the Subcontractor. The Subcontractor shall maintain copies of its written safety program and all safety data sheets applicable to its Work on the Project at all times while working on the Project. The Subcontractor shall indemnify and hold harmless the Contractor from and against any and all liability, fines, penalties, costs and expenses, including, but not limited to reasonable attorneys' fees, incurred by or assessed against the Contractor as a result of the Subcontractor's breach of the Subcontractor's obligations under this Paragraph.

The Subcontractor shall be responsible for the removal and reinstallation of guardrails, toeboards, barricades and the covers for floor openings and other safety devices where they must be taken down in the performance of the Subcontractor's Work. The Subcontractor shall indemnify and hold harmless the Contractor from and against any and all liability, fines, penalties, costs and expenses, including, but not limited to reasonable attorneys' fees, arising out of the Subcontractor's failure to reinstall guardrails, toeboards, barricades, covers for the floor openings and/or other safety devices.

The following Summary of Contractor's Safety Policy for Subcontractors outlines the Subcontractor's minimum obligations and responsibility for safety on the Project.

Summary of Contractor's Safety Policy for Subcontractors

Employers on a construction project are responsible for the health and safety of their workers as regulated by all applicable laws and regulations. The Subcontractor shall comply with (i) all laws, regulations and codes concerning safety as shall be applicable to the Work, including but not limited to laws and/or regulations which require the Subcontractor to implement and enforce its own proper written safety program, (ii) the requirements of the Contractor's Safety and Health Program, as the same may be amended from time to time (the "Contractor's Safety Program", which Program the Subcontractor hereby acknowledges has been made available to the Subcontractor for the Subcontractor's review) as such requirements may be applicable to the Subcontractor's Work or any part thereof, and (iii) to the safety standards established during the progress of the Work by the Contractor; and the Subcontractor shall conduct all its operations in compliance with the following General Safety Rules:

General Safety Rules

1. The Subcontractor shall actively promote safe working performance on the part of its employees. Site Supervisors shall participate in such activities as safety meetings, safety inspections, and other safety programs. The Subcontractor will also conduct its own safety programs best suited to its particular needs.

2. The Subcontractor shall hold no less than weekly "Tool Box" safety meetings with its workers. Minutes of these meetings shall be forwarded to the Contractor's Project Superintendent.

3. The Subcontractor shall implement and practice an effective system of indoctrination and education of new and transferred employees to the Project. The Subcontractor shall inform its employees of all safety rules and safety procedures before the employee begins work on the Project. A suggested system such as review of local regulations, the Contractor's Safety Program, and any site-specific safety plan should be used as a guide.

4. The Subcontractor shall inform its employees of the location and use of emergency equipment.

SAMPLE

5. The Subcontractor shall inform its employees of existing Project procedures for first aid and ambulance calls.

6. The Subcontractor shall use its own regular system of inspection to detect and correct hazardous conditions, safety rule violations and unsafe working practices in its own areas. The Contractor's safety inspection audit will include the Subcontractor areas and will be reviewed by the Subcontractor with the Contractor's Project Superintendent.

7. Good housekeeping and orderliness are basic requirements for all jobs and must be maintained at all times. Special attention must be given to maintaining clear walkways, removal of trash, removal of slipping and tripping hazards, and proper storage of materials. Materials shall not be left in aisles, walkways, stairways or other points of ingress or egress. Temporary material storage areas must be requested and cleared through the Contractor's Project Superintendent and kept neat at all times.

8. The Subcontractor's Site Supervisor or his representative shall give his current address and telephone number to the Contractor's Project Superintendent so that he or she is available to be contacted after hours in case of emergency involving hazard, loss, or damage to the Subcontractor's Work or equipment.

9. The Subcontractor shall ensure that all of its employees are equipped with all personal protection equipment as required by local laws, regulations and codes and/or by the Contractor's Safety Program.

21. In the event of any inconsistencies between the printed portion of this Subcontract and the provisions of the Subcontract Riders, the Riders shall govern and control.

22. This Subcontract may be assigned by the Contractor to the Owner. If this Subcontract is now or hereafter assigned by the Contractor to the Owner, such assignment shall be effective only after termination of the Contract between the Owner and the Contractor and the written notification by assignee to the Subcontractor of the Owner's acceptance of this Subcontract. In such event, the Owner may enforce the obligations of this Subcontract with the same force and effect as if enforced by the Contractor, and may perform the obligations of the Contractor, and the Subcontractor will accept such performance in lieu of performance by the Contractor and in satisfaction of the Contractor's obligations thereunder. In the event this Subcontract is assigned by the Contractor, the Subcontractor agrees that the Contractor may proceed directly against the Subcontractor for any losses or damages suffered by the Contractor by the non-performance by the Subcontractor of the Subcontractor's obligations under this Subcontract, and the defense of lack of privity of Subcontract shall not be raised and the Contractor shall be a third party beneficiary of this Subcontract.

23. The Contractor shall not be responsible for the construction means, methods, techniques, or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Subcontractor’s responsibilities under the Contract Documents.

24. The Contractor shall not be responsible for the Subcontractor’s failure to perform the Work in accordance with the requirements of the Contract Documents.

25. The Contractor may reject Work that does not conform to the Contract Documents. Whenever the Contractor considers it necessary or advisable, the Contractor shall have authority to require inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Contractor 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 Contractor to the Subcontractor, sub-subcontractors material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

26. If the Subcontractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Contractor may issue a written order to the Subcontractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Contractor to stop the Work shall not give rise to a duty on the part of the Contractor to exercise this right for the benefit of the Subcontractor or any other person or entity.

27. To the extent that all or a portion of an allowance amount specified in the General Contract is allocated to the Work under this Subcontract, the Subcontractor shall include in the Subcontract Price any such specified allowance for its portions of the Work. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Contractor may direct, but the Subcontractor shall not be required to employ persons or entities to which the Subcontractor has reasonable objection. Unless otherwise provided in this Subcontract,

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whenever costs are more than or less than allowances, the Subcontract Price shall be adjusted accordingly by Change Order.

28. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Subcontractor represents that the Subcontractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

ARTICLE II - THE CONTRACTOR AND THE SUBCONTRACTOR FURTHER AGREE AS FOLLOWS:

29. Independent Contractor: The Contractor shall employ, and does hereby employ the Subcontractor as an independent contractor to do the Work described in Section 1 hereof, subject to the provisions of this Subcontract.

30. Subcontract Price: The Contractor shall pay the Subcontractor for the full and prompt performance of this Subcontract, subject to the terms and conditions hereof, the lump sum set forth in Rider B – Subcontract Price (herein sometimes called the "Subcontract Price"). Subject to Section 13 of this Subcontract, the Subcontract Price includes all labor, material or equipment price escalations related to the Work that may occur during the term of this Subcontract.

Final billing on this Subcontract must be marked **"FINAL BILLING ON PROJECT".**

It is clearly understood and agreed that no payments shall be made hereunder until this Subcontract, including attachments, exhibits and riders, if any, attached hereto, has been fully and properly executed and delivered by both the Contractor and the Subcontractor, and the Certificates of Insurance specified in this Subcontract have been delivered to and accepted by the Contractor.

31. Owner Payment Certification: The Contractor shall include in the Contractor's monthly estimate to the Owner, the value of all Work, labor and materials of the Subcontractor properly incorporated into the Project in accordance with the provisions of this Subcontract, for which estimates have been furnished by the Subcontractor and approved by the Contractor. Upon learning that the amount certified due for the Subcontractor is different from the amount requested by the Subcontractor, the Contractor shall so advise the Subcontractor and furnish such information as the Contractor may have for the difference.

32. Claim Withholding: If notification of any claims have been made against the Subcontractor or the Contractor arising out of labor or materials furnished to the Project or any other project where the Subcontractor has a contract or agreement with the Contractor, or otherwise on account of any actions or failures to act by the Subcontractor in the performance of this Subcontract or any other contract or agreement between the Subcontractor and the Contractor, the Contractor may, at its discretion, withhold from such amounts otherwise due or to be due hereunder a sum adequate to cover said claims and any costs or expenses arising or to arise in connection therewith, but not to exceed the greater of one hundred fifty percent (150%) of the sum of the claims, costs or expenses, pending legal settlement thereof or the amount determined in accordance with the terms of the General Contract. This right of the Contractor shall not be exclusive of any other rights of the Contractor herein or by law provided.

It shall be an absolute condition precedent to Contractor's obligation to make any payment to Subcontractor that Subcontractor not be in default of its obligations to Contractor on any other project such that the unpaid balance to Subcontractor on such other project, as determined by Contractor, is insufficient to pay for the completion of Subcontractor's obligations on such other project (including without limitation, correcting deficiencies and paying for damages), and Subcontractor agrees that if any such shortfall exists on another project, Contractor shall be permitted to setoff against any funds otherwise due or to become due Subcontractor under this Subcontract any amounts necessary to cover such shortfall on such other project.

Without limiting the foregoing, if the Subcontractor rents any equipment or tools from the Contractor in connection with the Subcontractor's performance of the Work under this Subcontract or otherwise on the Project (the "Equipment Rental Agreement") and the Subcontractor fails to pay the Contractor promptly the amount of any rent due and payable to the Contractor pursuant to such Equipment Rental Agreement, then the Contractor shall be permitted to setoff against any funds otherwise due or to become due the Subcontractor under this Subcontract any amounts necessary to cover such unpaid rent.

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33. Failure of Payment: Subject to other provisions of this Subcontract, the wrongful failure of the Contractor to make payments as and when herein provided shall, in addition to all other rights, entitle the Subcontractor to suspend all Work and shipments during the continuance of such default on the part of the Contractor, and shall further entitle the Subcontractor to an extension of time for the performance of the Work covered by this Subcontract.

34. Contractor Instructions: Except in an emergency or to enforce safety requirements, the Contractor agrees not to issue or give any instructions, orders or directions to any employee or worker of the Subcontractor, other than the people the Subcontractor has designated as having supervisory responsibility for the Subcontract Work. However, neither this authority of the Contractor 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 Contractor to the Subcontractor, its material and equipment suppliers, its agents or employees, or other persons performing portions of the Subcontractor's Work.

35. Contractor Notice: The Contractor shall give written notice to the Subcontractor of all known claims. Any failure of the Contractor to provide the notice required in this Section shall not constitute a waiver of the Contractor's claim(s).

36. Payments - On or before the twenty-third (23rd) day of each calendar month, the Subcontractor shall submit to the Contractor for its approval a request for payment ("Application for Payment") in form satisfactory to the Contractor. Prior to submittal of the first Application for Payment, the Subcontractor shall furnish the Contractor a schedule of values allocated to the various portions of the Subcontractor's Work prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. In addition, with each Application for Payment, the Subcontractor shall furnish the Contractor with (i) a sworn construction statement in the form attached hereto as Rider E, duly signed by the Subcontractor, which identifies the name address, and contact information for each and every subcontractor and supplier of the Subcontractor for the Subcontractor's Work, a general description of the scope of work and/or items of material provided or to be provided by each such subcontractor and supplier; the then current total contract amount for each such subcontractor and supplier; the amount actually paid by the Subcontractor to each such subcontractor and supplier to date; and the balance owed to each such subcontractor and supplier; (ii) a conditional lien waiver, in form acceptable to the Contractor and duly signed by the Subcontractor, covering all labor and material furnished by and/or through the Subcontractor to the Project through the date of the Subcontractor's current Application for Payment; (iii) an unconditional lien waiver, in form acceptable to the Contractor and duly signed by the Subcontractor, covering all labor and material furnished by and/or through the Subcontractor to the Project through the date of the Subcontractor's last previous Application for Payment that was dated 50 or more days before the Subcontractor's current Application for Payment; (iv) an unconditional lien waiver, in form acceptable to the Contractor, from and duly signed by each subcontractor and material supplier to the Subcontractor whose contract with the Subcontractor has a value of $15,000 or more (or as required by the terms of the General Contract), which lien waiver shall cover all labor and material furnished by and/or through the applicable subcontractor and material supplier to the Project through the date of the Subcontractor's last previous Application for Payment (which was dated 50 or more days before the Subcontractor's current Application for Payment) that covered any labor or material by such subcontractor or supplier; and (v) any other additional documents required by the Contractor or the General Contract with respect to the portion of the Work performed or supplied by or through the Subcontractor.

Each Application for Payment shall be for a sum equal to all of the Subcontractor's costs (including a proportionate amount of the Subcontractor's fee) incurred prior to such submission, provided that such cost does not exceed the scheduled value, as previously agreed upon. In the Contractor's discretion, the Contractor may require that each Application for Payment identify each subcontractor and supplier of the Subcontractor to be paid out of the proceeds of the Application for Payment, and the amount to be paid to each such subcontractor and supplier. The Contractor reserves the right to pay any Applications for Payment by check made payable jointly to the Subcontractor and the applicable subcontractor or supplier.

The Subcontractor agrees that, except as otherwise approved by the Contractor, the percentage set forth in Rider B shall be retained by the Contractor from the amounts due under each Application for Payment.

That if allowed by the General Contract and subject to the Contractor's prior approval and upon the Subcontractor's compliance with the General Contract, a Application for Payment may include the value of materials or equipment not incorporated in the Work, but delivered and suitably stored at the Project site or at some location other than the Project site agreed upon in writing. Title to all such equipment and materials shall pass to the Owner either by incorporation into the Work or upon payment thereof, whichever occurs first, and the Subcontractor

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shall prepare and execute all documents necessary to effect and perfect such transfer of title. Payment for such materials and equipment shall be made in accordance with the terms and conditions of the General Contract.

In each Application for Payment, the Subcontractor shall certify that such Application for Payment represents a just estimate of cost reimbursable to the Subcontractor and shall also certify as follows:

> "There are no known mechanic's or materialmen's liens arising out of the Work which are outstanding at the date of this Application for Payment, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in this Application for Payment, and that, except for such bills not paid but so included, there is no known basis for the filing of any mechanic's or materialmen's liens on the Work, and that conditional waivers from all subcontractors and materialmen for Work done and materials furnished to the date of this Application for Payment have been obtained in such form as to constitute an effective waiver of lien under the laws of the State in which the Project is located upon payment of the amount represented by the Application for Payment and reflected in such conditional waiver."

Notwithstanding anything in this Subcontract to the contrary, if the Owner has not paid the Contractor for the Subcontractor's Work for reasons not caused by the Subcontractor or the Contractor, then the Contractor and/or the Contractor's Surety (if any) shall not be obligated to pay the Subcontractor any progress or final payment for the Subcontractor's work until the Contractor has completed all efforts (including appeals) to obtain a final judgment against the Owner for the amounts unpaid on account of the Subcontractor's Work. If, at the request of the Subcontractor, the Contractor elects to commence any legal action against the Owner in an attempt to collect amounts unpaid on account of the Subcontractor's work, then the Subcontractor agrees to promptly pay the Contractor the amount of the Subcontractor's proportionate share of the Contractor's costs, including attorneys' fees incurred, and to cooperate with the Contractor, in prosecuting such legal action. The Contractor's Surety, if any, is an intended third-party beneficiary of the Subcontractor's agreements in this paragraph, and such Surety shall have the right to assert the rights and defenses of the Contractor under this Subcontract.

The payment of any Application for Payment by the Contractor, including the Final Application, does not constitute approval of or acceptance of any item of cost in such Application for Payment.

Each Application for Payment shall be submitted in duplicate with the following identification:

The **Project Name** listed on page 1 of the Subcontract.

The **Project Number** listed on page 1 of the Subcontract.

Subject to the terms and conditions of this Subcontract, applications for payment shall be paid by **end of the month** for payment request received by **the 23rd of the previous month**.

The Subcontractor shall submit a "Final Application for Payment" which shall set forth all amounts due and remaining unpaid to the Subcontractor (including the unpaid portion of the Subcontractor's fee) on or before a date sufficient to permit the Contractor to comply with the provisions of the General Contract as determined solely by the Contractor.

The Subcontractor shall not be entitled to receive payment for its Final Application for Payment unless the Subcontractor delivers to the Contractor (i) a complete release of all liens arising out of this Subcontract and an affidavit that so far as the Subcontractor has knowledge or information, the release includes and covers all materials and services for which a lien could be filed; and (ii) a full and final unconditional lien waiver, in form acceptable to the Contractor, from each subcontractor and supplier to the Subcontractor for any portion of the Work, whereby such subcontractor or supplier waives and releases any right to further payment and/or to file a lien with respect to the Project. But the Subcontractor may furnish a bond satisfactory to the Contractor to indemnify the Owner and the Contractor against any such lien.

In addition, final payment shall not be made until the Subcontractor has delivered to the Contractor, without additional cost, all required instructions, as-built drawings, user and other manuals, warranties, and other documentation as required by the General Contract.

Subject to the terms and conditions of this Subcontract, final payment of the balance due of the Subcontract Price shall be made to the Subcontractor within seven (7) calendar days after receipt by the Contractor of final payment from the Owner for such Subcontract Work.

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ARTICLE III – OTHER PROVISIONS OF AGREEMENT BETWEEN THE CONTRACTOR AND THE SUBCONTRACTOR:

37. Project Schedule: It is imperative that the intermediate dates and the final dates of the mutually agreed upon Project Schedule are met since time is of the essence. The Subcontractor agrees to supply an adequate number of workers, materials, and equipment so that the Project progresses in an orderly manner and the schedule is maintained. The Contractor reserves the right to require the Subcontractor to meet the early start and early completion dates on the Project Schedule without additional compensation to the Subcontractor. The Contractor reserves the right to establish earlier completion dates and the Subcontractor will be required to accelerate the Subcontractor's Work activities to maintain such earlier completion dates provided that the agreed upon duration for performing the Subcontractor's Work activities as set forth in the Project Schedule does not change.

If the Subcontractor requests to perform Work during periods of time other than the established normal work hours, the Subcontractor shall do so at its own expense, and the Subcontractor shall reimburse the Contractor for the Contractor's cost to maintain onsite supervision during such off hour work periods to accommodate the Subcontractor's request. This includes those periods of time when the Subcontractor is obligated to work overtime as may be necessary or required to mitigate schedule delays which have occurred as a result of the Subcontractor's negligence.

38. Tolerances: The dimensions of all systems and components of the Project must be in compliance with the tolerances outlined in the General Contract and/or the Contract Documents. If tolerances are not addressed in particular, all systems and components must comply with the respective reference standard mentioned in the General Contract, and/or the Contract Documents. The Subcontractor is fully responsible that the Subcontractor's systems and parts adapt and interface to other systems and parts of the Project. The Subcontractor is responsible for adaptation and interface of the Subcontractor's systems and components to variations in dimensions caused by environmental and site conditions during and after construction.

39. Changes: In the event of a change to the General Contract and/or any of the Contract Documents which results in additional work or a deletion of work, or both, a part or all of which is within the scope of the Work being performed by the Subcontractor, and the Contractor and the Subcontractor are unable to agree on an adjustment of the Subcontract Price, then upon a written order to proceed from the Contractor, the Subcontractor shall timely perform such additional Work and/or shall delete such Work or both and the adjustment, if any, in the Subcontract Price shall be determined later in accordance with the General Contract. Prior to such determination, the Subcontractor shall not have the right to terminate this Subcontract nor to refuse to timely do the Work. If the Subcontractor refuses to timely proceed in accordance with the Contractor's written order, the Contractor may terminate this Subcontract upon two (2) days written notice to the Subcontractor.

40. Applicable Law: This Subcontract and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the substantive laws that govern the General Contract and shall inure to the benefit of and be binding upon the parties hereto, its or their heirs, representatives, successors and assigns.

41. Governmental Requirements, etc.: The Subcontractor agrees to strictly comply with the requirements, indications, permissions, and restrictions issued by governmental authorities, including but not limited to pollution and erosion control.

42. Waivers of Claims: Subrogation: The Subcontractor waives all rights against (1) the Contractor, the Owner and any of their respective subcontractors, sub-subcontractors, agents and employees, and (2) the Architect or Engineer, the Architect's or Engineer's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by the property insurance obtained pursuant to the General Contract or other applicable property insurance, except such rights as it may have to the proceeds of such insurance. The Subcontractor shall require, by appropriate written agreement, the same waivers from all of its subcontractors, sub-subcontractors, vendors and suppliers. The property insurance policies required by this Subcontract, if any, must provide waivers of rights of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had or has an insurable interest in the property damaged.

SAMPLE

The Contractor waives all rights against the Subcontractor and any of its respective subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent paid by the property insurance described in the General Contract, except such rights it may have to the proceeds of such insurance, if and only to the extent that the Owner and the Contractor have waived such subrogation rights against each other pursuant to the terms of the General Contract.

43. Dispute Resolution: Any dispute between the Contractor and the Subcontractor arising out of or relating to this Subcontract, including the breach thereof, shall be resolved pursuant to such dispute resolution procedures and venue (if any) provided for in the General Contract.

44. Disputes Between the Parties: Notwithstanding anything to the contrary in Section 43 above, the parties agree that the Contractor may, in its sole discretion, elect to submit any dispute between the Contractor and the Subcontractor arising out of or relating to this Subcontract, including the breach thereof, to (i) binding arbitration or (ii) litigation in a court of competent jurisdiction in the state where the Project is located. The Subcontractor hereby irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or relating to this Subcontract. Unless the parties mutually agree otherwise, any arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Subcontract. A demand for arbitration by the Contractor under this Section shall be made in writing to the Subcontractor and filed with the person or entity administering the arbitration. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based upon the claim. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

45. Entire Agreement. This Subcontract, together with the Project Schedule and all Riders attached hereto and which are made a part hereof, constitutes the entire understanding of the parties and supersedes any prior quotations, proposals or agreements. The Subcontractor acknowledges that the terms of this Subcontract were included in the Contractor's Special Requirements and/or Instructions to Bidders. The Subcontractor's performance of any Work on the Project, including, but not limited to, the preparation of shop drawings and other submittals, ordering of materials, or participation in kick-off, safety, or scheduling meetings, shall constitute the agreement of both the Contractor and the Subcontractor that the terms of this Subcontract apply to the parties for the Project even if the Subcontract has not been fully executed at the time any such Work by the Subcontractor is performed.

46. Ownership of Plans and Specifications. The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect or the Contractor's other design professionals are Instruments of Service through which the Work to be executed by the Subcontractor is described. The Subcontractor may retain one record set if allowed by the terms of the General Contract. Neither the Subcontractor nor any sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or other design professionals, and unless otherwise indicated the Architect and other design professionals shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Subcontractor's record set (if any), shall be returned or suitably accounted for to the Architect or other design professionals at any time upon request, and upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and other design professionals, and copies thereof furnished to the Subcontractor, are for use solely with respect to this Project. Such Instruments of Service are not to be used by the Subcontractor, or any sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Contractor, Architect and other design professionals. The Subcontractors, sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and other design professionals appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and other design professionals. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or other design professionals' copyrights or other reserved rights.

If the Subcontractor's Work includes the design of a building system, in addition to the construction of such system, in accordance with the plans, drawings, specifications, and performance design criteria for such system

SAMPLE

which are part of the General Contract and/or the Contract Documents (collectively, the "Design Standards"), then the Subcontractor shall be deemed the author of the Instruments of Service prepared by the Subcontractor, and will retain all common law, statutory and other reserved rights, in addition to the copyrights, in its respective Instruments of Service, unless otherwise required by the General Contract. If the Subcontractor is allowed to retain ownership of its Instruments of Service pursuant to the terms of the General Contract, the Subcontractor grants to the Contractor and the Owner a non-exclusive license to reproduce and use the Subcontractor's Instruments of Service solely in connection with the Project, including the Project's further development by the Owner and/or Contractor and others retained by the Owner and/or Contractor for such purposes. Such license shall extend to those parties retained by the Owner and/or Contractor for such purposes, including other design professionals. The Subcontractor shall obtain similar non-exclusive licenses from its design professionals.

In the event the Contractor provides the Subcontractor with any computer-aided design ("CAD") files in connection with the Project, including, without limitation, Building Information Model ("BIM"), Revit®, or similar electronic model files (the "Model Files"), Contractor makes no warranty, guarantee or representation, either express or implied, as to the accuracy, suitability, sufficiency or completeness of the Model Files and information contained therein, nor does the Contractor warrant that the Model Files or the information contained therein will meet Subcontractor's requirements, or that the operation of such files will be uninterrupted or error free, regardless of its data format, methods of transmission or permitted uses. The Model Files and the information contained therein are furnished by and accepted by Subcontractor "AS IS," "WITH ALL FAULTS," and without any warranty whatsoever. All warranties of merchantability, fitness for any particular purpose, title and/or non-infringement are specifically excluded and disclaimed. The entire risk as to the quality, suitability, completeness, performance, or accuracy of the Model Files and the information contained therein is borne solely by the Subcontractor, including, without limitation, the risk that the Model Files are outdated. The Subcontractor acknowledges that the true and accurate record of the Drawings for the Project is the most recent signed or sealed copy of the Drawings, and that differences may exist between the Model Files and any corresponding signed or sealed copy of the Drawings. In the event that a conflict arises between any signed or sealed copy of the Drawings and the Model Files, the signed or sealed copy of the Drawings shall govern, and the Subcontractor assumes entire responsibility and liability for determining whether a conflict exists. The Subcontractor agrees to be bound by and comply with the terms of any electronic modeling document use agreement, or any similar agreement, between the Contractor and the Owner, Architect or their consultants.

47. Contractor's Termination for Convenience. The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Contractor may determine. The Contractor may, at any time, terminate the Subcontract for the Contractor's convenience and without cause. Upon receipt of written notice from the Contractor of such termination for the Contractor's convenience, the Subcontractor shall:

.1 cease operations as directed by the Contractor in the notice;

.2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Contractor's convenience, the Subcontractor shall be entitled to receive payment only for Work executed, including a reasonable fee calculated on the cost of the Work executed (which fee shall not in any event exceed 5.00%), and reasonable costs incurred by reason of such termination, but if the Contractor's termination under this Section is exercised as a result of the Owner's termination for convenience pursuant to the General Contract, then the Subcontractor's right to receive payment hereunder shall not exceed that for which the Contractor is entitled to receive payment from the Owner under the General Contract.

48. Labor: The Subcontractor shall not employ personnel, means, materials or equipment which may cause strikes, work stoppages or labor interferences. The Subcontractor agrees to be bound by any applicable Project Labor Agreement. The Subcontractor agrees to comply with, and assist the Contractor in the Contractor's compliance with, any subcontracting clause requirements of collective bargaining agreements and/or other labor agreements to which the Contractor is signatory and which are applicable to any portion of the Subcontractor's Work on the Project. The Subcontractor shall indemnify the Contractor for all costs, expenses and damages

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(including reasonable attorney's fees) incurred by the Contractor as a result of the Subcontractor's failure to comply with the terms of this Section.

49. Labor Harmony: In the event of a dispute between the Subcontractor and a labor organization, including, but not limited to, a claim by a labor organization that the Subcontractor fails to pay area standard wages and/or benefits, or a jurisdictional dispute among the trades for work required or claimed under this Subcontract, that, in the sole opinion of the Contractor, interferes with the Subcontractor's performance on the Project, the General Contractor's performance as general contractor on the Project, or the business or reputation of the Project Owner or the intended tenants of the Project, the Contractor may terminate this Subcontract upon three (3) days written notice to the Subcontractor and without any further obligation to the Subcontractor except to pay for labor and materials actually provided by the Subcontractor to the Project through the date of termination, in accordance with the terms of this Subcontract. The Contractor's right to terminate this Subcontract pursuant to this provision shall not apply if the subject labor dispute is an industry-wide labor dispute or walk-out. Upon such termination, the Subcontractor shall do what is necessary to put its Work in a safe condition and safeguard any materials delivered on the Project site, and perform no further Work on the Project site. The Subcontractor shall leave on the Project site any materials it has procured for the Project and delivered to the site, provided that such materials were required by this Subcontract and comply with the requirements of this Subcontract. The Contractor shall compensate the Subcontractor for such materials according to the terms of this Subcontract. The Contractor shall have no obligation to pay the Subcontractor for any further labor or material supplied if the Subcontractor continues its Work contrary to the terms of this Section.

50. Independent Contractor: The Contractor and the Subcontractor agree that the Subcontractor shall perform all Work under this Subcontract as an independent contractor and not as an employee or agent of the Contractor. The Subcontractor represents and warrants to the Contractor that (i) prior to performing any Work under this Subcontract the Subcontractor has properly registered with the State of Minnesota pursuant to Minn. Stat. §§ 181.723 and 326B.701, unless the Subcontractor provides appropriate written confirmation that the Subcontractor is exempt from such registration, (ii) the Subcontractor shall comply with all provisions of Minn. Stat. §§ 181.723 and 326B.701 during the duration of the Subcontractor's Work under this Subcontract in order to maintain its status as an independent contractor, and (iii) the Subcontractor shall immediately notify the Contractor of any circumstance that may cause the Subcontractor to lose its status as an independent contractor under Minn. Stat. §§ 181.723 and 326B.701 during the duration of the Subcontractor's Work under this Subcontract. The Subcontractor is responsible to ensure compliance with the terms of this Section by any of its subcontractors to whom Minn. Stat. §§ 181.723 and 326B.701 apply. The Subcontractor shall indemnify the Contractor for all costs, expenses and damages (including reasonable attorney's fees) incurred by the Contractor as a result of the Subcontractor's failure to comply with the terms of this Section. All references to Minn. Stat. §§ 181.723 and 326B.701 in this Section shall mean the current versions of such §§ 181.723 and 326B.701 applicable on the date of this Subcontract, including any replacement statute thereof.

51. Immigration Status Certification - The Subcontractor hereby represents to the Contractor and agrees, to the full extent required by applicable law:

a. that the Subcontractor is in compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.), as the same may be amended;

b. that the Subcontractor utilizes the E-Verify system (the "E-Verify Program") established by the Federal Department of Homeland Security (and/or any successor federal department thereto);

c. that the Subcontractor will promptly provide to the Contractor a separate written certification as to the truthfulness of the representations set forth in subprovisions 1 and 2 of this Section; and

d. that the Subcontractor will (i) obtain from all sub-subcontractors, of all tiers, that supply labor or services to the Project through Subcontractor, written certifications from such sub-subcontractors that they comply with the Immigration Reform and Control Act of 1986, as the same may be amended, and utilize the E-Verify Program, and (ii) deliver to the Contractor copies of such certifications as may be required by the Contractor from time to time in writing.

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52. Weapons Prohibited: The Subcontractor and the Subcontractor's officers, employees, agents and sub-subcontractors shall not possess weapons of any kind, including, but not limited to, guns and/or knives, on the site of the Project. The Subcontractor shall be solely responsible for enforcing the terms of this provision.

53. Professional Design Services: If the Subcontractor's Work includes, without limitation, the design of a building system, in addition to the construction of such system, in accordance with the plans, drawings, specifications, and performance design criteria for such system which are part of the General Contract and/or the Contract Documents (collectively, the "Design Standards"), the Subcontractor hereby accepts the Design Standards and acknowledges that such Design Standards are sufficient for the proper design and functioning of such building system. The Subcontractor agrees that (i) it and its employees and separate consultants are duly licensed to provide the design services required to be provided by this Subcontract in compliance with applicable law in the jurisdiction where the Project is to be constructed and (ii) its design services and any Instruments of Service prepared pursuant to this Subcontract shall be in compliance with all applicable laws, codes, ordinances, rules, regulations and professional standards, including, without limitation, the requirements of the Americans with Disabilities Act.

54. Hazardous Material Services: If the Subcontractor's Work includes, without limitation, the abatement, handling, transportation and/or disposal of potentially hazardous substances or pollutants, the Subcontractor acknowledges and agrees that such Work will be performed in accordance with all applicable laws, statutes, ordinances, codes, rules and governmental regulations, and any plans, specifications, and applicable abatement and disposal criteria for such substances or pollutants which are part of the General Contract and/or the Contract Documents.

55. Mandatory Notification of Employee Rights under Federal Labor Laws: To the fullest extent required by applicable law and regulations, including but not limited to, Federal Executive Order 13496 (74 FR 6107, Feb. 4, 2009), the Subcontractor shall comply, and shall cause each of the Subcontractor's subcontractors and suppliers to comply, with 29 Code of Federal Regulations Part 471, as the same may be amended from time to time. The Employee Notice Clause set forth in 29 CFR Part 471, Appendix A to Subpart A, as amended from time to time, is hereby incorporated by reference into this Subcontract.

56. Responsible Contractor: To the extent applicable, and to the full extent required by law, the Subcontractor (i) acknowledges that Minn. Stat. § 16C.285 shall be fully incorporated herein by reference and (ii) shall comply with all provisions of Minn. Stat. § 16C.285, including, without limitation, verifying under oath to Contractor the Subcontractor's compliance and providing and updating a list of the Subcontractor's first-tier subcontractors retained to provide any labor on the Project. The Subcontractor is responsible to ensure compliance with the terms of Minn. Stat. § 16C.285 by all of its subcontractors to whom Minn. Stat. § 16C.285 applies. The Subcontractor shall indemnify the Contractor for all costs, expenses and damages (including reasonable attorney's fees) incurred by the Contractor as a result of the Subcontractor's failure to comply with the terms of this Section. The Subcontractor's failure to comply with this Section shall constitute a material breach of this Subcontract. All references to Minn. Stat. § 16C.285 in this Section shall mean the current version of such § 16C.285 applicable on the date of this Subcontract, including any replacement statute thereof.

57. Enforceability and Interpretation: If any provisions of this Subcontract shall be unlawful, void or for any reason unenforceable, they shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Subcontract. The Contractor and the Subcontractor acknowledge and agree that they have participated jointly in the negotiation and drafting of the Subcontract. If an ambiguity or question of intent

SAMPLE

or interpretation arises, the Subcontract is to be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of the Subcontract.

IN WITNESS WHEREOF, the Contractor and the Subcontractor have executed this Subcontract the day and year first written above.

	Kraus-Anderson® Construction Company
SUBCONTRACTOR	CONTRACTOR
By _____	By _____
Title _____	Title Project Manager
Federal Tax # _____	Federal Tax # 41 08 08 757
State Tax # _____	State Tax # 90 541 04

SAMPLE

RIDER "A"
SCOPE OF WORK

The Work of the Subcontract shall include the following, without limitation: *(Here describe Work covered by this Subcontract).*

1. Without limitation, the following items are included in the Work of the Subcontract:

   Furnish all labor, material, skill and equipment necessary or required, and to perform all the Work necessary for:

   , all in accordance with the entire set of Contract Documents set forth in Rider C.

2. The following items are not the responsibility of the Subcontractor and are **excluded** from the Work of the Subcontract:

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RIDER "B"
SUBCONTRACT PRICE

1. Subcontract Price: The Subcontract Price is a stipulated lump sum of Dollars ($), subject to adjustment only as provided in the Subcontract.

2. Subcontract Price Summary:

3. The Subcontractor agrees that, except as otherwise approved by the Contractor, percent (%) of the amounts due under each Application for Payment shall be retained by the Contractor.

4. Unit Price Provisions: Unit prices stated herein shall be applicable and available to the Contractor at Contractor's sole discretion until the date of final payment under the Subcontract, or until such later date as provided in the Contract Documents. Except as otherwise provided in the Contract Documents, unit prices shall include all miscellaneous and incidental material, labor, equipment, compensation, delivery, general conditions, benefits, overhead, profit, bonds, permits, shop drawings, small tools and taxes:

5. Alternates: The following alternates are included in the Subcontract, and if selected by the Contractor in writing shall be incorporated into the Work of the Subcontract and shall increase or decrease the Subcontract Price pursuant to the amounts set forth below:

SAMPLE

RIDER "C"
CONTRACT DOCUMENTS LIST

The Contract Documents include, without limitation, the following:

1. Except as modified by the terms of the Subcontract, the Contractor's Special Requirements/Instructions to Bidders:

2. Specifications:

3. Addendums:

4. Drawings:

SAMPLE

RIDER "D"
CONSTRUCTION SCHEDULE

1. Subject to the provisions of the Subcontract, the Subcontractor shall complete the Work in accordance with the following Construction Schedule:

2. Specifically, all submittals, including, but not limited to, shop drawings, product data and samples, shall be submitted within calendar days from the date of this Subcontract. All material shall be fabricated and ready for delivery calendar days after approval of shop drawings. All on-site installation shall be completed within calendar days duration as directed by Project Superintendent.

SAMPLE

RIDER "E"
SWORN CONSTRUCTION STATEMENT

Subcontractor's Name: _____

Project: _____

Items of work and/or materials	Furnished by Laborers, Material Suppliers and Subcontractors (Name of Company)	Contact Person	Phone #	Total Contract	Net of Previous Payments	Net Amount of this Payment	Balance Due (including retainage)
Total							

State of
County of

The undersigned being first duly sworn as subcontractor for the above referenced Project deposes and says that the foregoing are the names and correct contact information of all parties having contracts or subcontracts with the undersigned for specific portions of the work on the Project or material furnished by or through the undersigned to the Project, and the amounts due and to become due to each of such parties; that the items mentioned include all labor and material required to complete the undersigned's work on the Project; that there are no other contracts outstanding; and that there is nothing due or to become due from the undersigned to any person for material, labor or other work of any kind other than as above stated.

Subcontractor Name Here

_____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

_____

SAMPLE

RIDER "F"
PAYMENT AND PERFORMANCE BONDS

1. Performance and Payment Bond: The Subcontractor shall obtain and furnish to the Contractor and maintain in effect during the life of this Subcontract, a Payment and Performance Bond on the forms attached hereto as Rider F-1 and F-2 (or substitute forms acceptable to the Contractor providing equivalent terms and conditions), with sureties acceptable to the Contractor, in an amount equal to the Subcontract Price, conditioned upon and covering the faithful performance of, payment of obligations arising under, and compliance with all the terms, provisions and conditions of this Subcontract, including, but not limited to, any warranties required by the Contract Documents for Work performed by the Subcontractor, the premium therefor to be paid by the Subcontractor. The Performance and Payment Bonds shall provide (i) for additions or deductions from the Work in any amount; and (ii) that no notice of any aforesaid additions or deductions need be given to the surety. In addition, the sureties shall be authorized to conduct business in the state in which the Work is being performed and any surety and any reinsuring companies shall be listed in the current Department of the Treasury Circular No. 570, with an underwriting limitation equal to or greater than the penal sum of the Bonds to be furnished.

2. Check One: ☐ Bonds Required

☐ Bonds Not Required

SAMPLE

RIDER F-1

SUBCONTRACTOR PAYMENT BOND

Subcontractor (full name and address) as Principal:

_____
(full legal name)

_____
(address)

Surety (full name and address):

_____
(company name)

_____
(address)

Contractor holding Subcontract with Principal as Obligee:

_____
(company name)

_____
(address)

Bond Number _____

Bond Penal Sum $ _____

Subcontractor has entered into a written Subcontract Agreement dated _____ with Obligee (such Subcontract Agreement, as it may be amended from time to time, being hereinafter called the "Subcontract Agreement") to perform the work described in the Subcontract Agreement on the _____ project located at _____ (the "Project") Subcontractor and Surety, jointly and severally, hereby bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the performance of the Subcontract Agreement, which is incorporated herein by reference.

Whereas the Subcontract Agreement provides that Obligee may order changes to the Work of Subcontractor, and in the event of such changes to the Work, Surety agrees that no change, extension of time, alteration, addition, or other modification of the terms of the said Subcontract Agreement, or in the said work to be performed, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, and other modifications. In addition, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract Agreement without the necessity of notice to the Surety.

If the Subcontractor promptly makes payment for all sums due Claimants (as defined below), and defends, indemnifies and holds harmless Obligee from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is or is alleged to be for payment for labor, materials or equipment provided in connection with or to the performance of the Subcontract Agreement, then the Surety and Subcontractor shall have no obligation under this Bond. Otherwise, this Bond shall remain in full force and effect, subject to the following conditions:

1. Claimant is defined as an individual or entity who: (1) provides labor, materials or equipment for the

SAMPLE

performance of the Subcontract Agreement and who provides such labor, material or equipment pursuant to a direct contract with Subcontractor, or (2) could assert a claim under an applicable mechanic's lien or similar statute, or (3) has rights, directly or indirectly, arising out of the provision of such labor, materials or equipment against the Obligee or a surety of the Obligee, if any.

2. Every Claimant who has not been paid in full before expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials or equipment were provided by such Claimant, may sue on this Bond, and prosecute the suit to final judgment for such sum or sums as may be justly due Claimant. Obligee shall not be liable for the payment of any costs or expenses, including attorneys' fees, of any such suit.

3. The Surety's obligations under this Bond shall arise after the Claimant has furnished a written notice of non-payment to the Subcontractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or the equipment was, furnished or supplied or for whom labor was done or performed within one (1) year after having last performed or last furnished materials or equipment included in the Claim; and having sent the claim notice to the Surety at the address listed on the first page of this Bond.

4. When a Claimant has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense: (1) send an answer to the Claimant with a copy to Obligee within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (2) pay or arrange for prompt payment of any undisputed amounts.

5. Obligations of Surety shall not be affected by any changes or alterations which may be made to the terms of the Subcontract Agreement or the work to be performed, any time extensions granted for the performance of the Subcontract Agreement, or any forbearance on the part of Obligee. Surety hereby waives notice of such extensions of forbearance, and of any change to the Subcontract Agreement.

6. Surety shall not be liable to Obligee or Claimants in excess of the Bond Penal Sum, as such Bond Penal Sum may be adjusted as provided herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against all or any part of the Project and/or the land on which the Project is located, whether or not a claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____, _____.

Subcontractor as Principal:

_____
(Company Name) (seal)

Signature: _____

Print Name: _____ **Title:** _____

Surety:

_____
(Surety) (seal)

Signature: _____

Print Name: _____ **Title:** _____

(Bonds must include a notarized Power of Attorney authorizing the above signature on behalf of Surety)

SAMPLE

RIDER F-2

SUBCONTRACTOR PERFORMANCE BOND

Subcontractor (full name and address) as Principal:

_____
(full legal name)

_____
(address)

Surety (full name and address):

_____
(company name)

_____
(address)

Contractor holding Subcontract with Principal as Obligee:

_____
(company name)

_____
(address)

Bond Number _____

Bond Penal Sum $ _____

Subcontractor has entered into a written Subcontract Agreement dated _____ with Obligee (such Subcontract Agreement, as it may be amended from time to time, being hereinafter called the "Subcontract Agreement") to perform the work described in the Subcontract Agreement on the _____ project located at _____ (the "Project"). Subcontractor and Surety, jointly and severally, hereby bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the performance of the Subcontract Agreement, which is incorporated herein by reference.

Whereas the Subcontract Agreement provides that Obligee may order changes to the Work of Subcontractor, and in the event of such changes to the Work, Surety agrees that no change, extension of time, alteration, addition, or other modification of the terms of the Subcontract Agreement, or in the said work to be performed shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, and other modifications. In addition, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract Agreement without the necessity of notice to the Surety.

If the Subcontractor performs the Subcontract Agreement including, but not limited to, any warranties and guaranties required under the Subcontract Agreement, then the Surety and Subcontractor shall have no obligations under this Bond; otherwise, it shall remain in full force and effect subject to the following conditions:

1. Whenever Subcontractor shall be and is declared to be in default by Obligee under the Subcontract Agreement, Surety shall, within 15 days following receipt of such written declaration, take one of the following actions:

   a. Arrange for the Subcontractor, with the consent of Obligee, to complete the Work of the Subcontract Agreement; or

   b. Complete the Subcontract Agreement through its agents or contractors in accordance with the

SAMPLE

Subcontract Agreement's terms and conditions; or

c. Obtain a bid or bids from qualified subcontractors acceptable to Obligee for completing the Subcontract Agreement in accordance with its terms and conditions. Upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by Obligee and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as Work progresses, sufficient funds to pay the cost of completion less the balance of the Subcontract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the Bond Penal Sum. The term "cost of completion" includes, without limitation, responsibilities of Subcontractor for correction of defective Work and completion of the Subcontract Agreement, Obligee's legal and design professional costs resulting from Subcontractor's default, and all damages recoverable under the Subcontract Agreement, including any delay damages; or

d. Waive its right to complete the Work under the Subcontract per options 1.a – 1.c above and reimburse the Obligee the amount for which the Surety is liable.

2. The term "balance of the Subcontract Price" as used in 1.c. above and 4. below, shall mean the total amount payable by Obligee to Subcontractor under the Subcontract Agreement and any amendments thereto, less the amount paid by Obligee to Subcontractor.

3. After Obligee has provided Surety with written notice of the Subcontractor's default, and during the investigatory period and any subsequent period before the commencement of work under 1. a-c, Obligee may take action pursuant to the Subcontract Agreement to mitigate the damages caused by the Subcontractor's default. To the extent that Obligee performs obligations under the Subcontract Agreement during this period (the "Mitigation Work") Obligee shall be entitled to deduct the Cost of the Mitigation Work from the balance of the Subcontract Price.

4. Any proceeding, legal or equitable, under this Bond must be instituted before the expiration of the time period in which suits may be brought under the Subcontract Agreement by Obligee in the jurisdiction where the Subcontract Agreement is to be performed, such period to be computed from the later of (1) the date of Subcontractor Default, or (2) the date the Surety refuses or fails to perform its obligations under this Bond, or (3) the date of substantial completion of the Project.

5. No right of action shall accrue on the Bond to or for the use of any person or corporation other than Obligee named herein or the heirs, executors, administrators, or successors of the Obligee.

6. Obligations of Surety shall not be affected by any changes or alterations which may be made to the terms of the Subcontract Agreement or the work to be performed, any time extensions granted for the performance of the Subcontract Agreement, or any forbearance on the part of Obligee. Surety hereby waives notice of such extensions or forbearance, and of any change to the Subcontract Agreement.

7. Surety shall not be liable to Obligee in excess of the Bond Penal Sum, as such Bond Penal Sum may be adjusted as provided herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, _____.

Subcontractor as Principal:

_____
(Company Name) (seal)

Signature: _____

Print Name: _____ **Title:** _____

Surety:

_____
(Surety) (seal)

Signature: _____

Print Name: _____ **Title:** _____

(Bonds must include a notarized Power of Attorney authorizing the above signature on behalf of Surety)

SAMPLE

RIDER "G"
ADDITIONAL SUBCONTRACT REQUIREMENTS

The Subcontractor agrees to the following additional requirements applicable to the Subcontract:

1. Additional Insureds: The Subcontractor shall cause its Commercial General Liability Insurance (including Completed Operations coverage), Umbrella Excess Liability, and Contractor's Pollution Liability (if required herein, and including Completed Operations coverage) as described in Section 7.1 of the Subcontract, to be endorsed to name the Owner and any other party that the Contractor is required under the General Contract to name as an additional insured on the Contractor's insurance, as an Additional Insured as required by the terms of the General Contract, including, without limitation, the following parties:

   Such Insurance shall be primary insurance without recourse to or contribution from any similar insurance carried by the Owner or such other parties required to be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to such Additional Insured. The policy shall not contain any provision, definition, or endorsement that would serve to eliminate third-party action over claims. The Additional Insured status required by this paragraph must be reflected on the Subcontractor's Certificate of Insurance to the Contractor, including, but not limited to, any renewals of such required insurance.

2. Subcontract Payment Management System: Unless otherwise directed or authorized by the Contractor in writing, the Subcontractor shall submit (a) its Applications for Payment, (b) all supporting documentation required by Section 36 of the Subcontract and (c) any other documentation required by the Subcontract or General Contract to be submitted with an Application for Payment (the "Payment Documents") to the Contractor electronically using the GCPay™ Subcontract Payment Management System (the "SPM System"). In order to use the SPM System, the Subcontractor must go to the GCPay™ website at *https://www.gcpay.com/* and follow all of the terms, conditions and instructions regarding the use of the SPM System.

   In addition to, and in conjunction with, all of the terms and conditions applicable to the SPM System, by using the SPM System, the Subcontractor, which includes all of its authorized users, acknowledges and agrees (a) not to contest the validity or enforceability of any electronic document electronically signed by the Subcontractor because the document and signature are in electronic form; (b) it is fully and completely responsible for the security of the Subcontractor's SPM System user accounts and accepts and assumes any and all risk of unauthorized access to such user accounts; (c) the Contractor may rely upon its receipt of any electronically signed document from the Subcontractor as having been authorized by, and legally binding upon, the Subcontractor; and (d) any authorized user electronically signing any documents on the Subcontractor's behalf has the full, sufficient and continuing power, authorization and right to bind the Subcontractor with respect to any such documents.

   By submitting any information required by Section 36 of the Subcontract through the SPM System, which identifies the name, address, and contact information for each and every subcontractor and supplier of the Subcontractor for the Subcontractor's Work; a general description of the scope of work and/or items of material provided or to be provided by each such subcontractor and supplier; the then current total contract amount for each such subcontractor and supplier; the amount actually paid by the Subcontractor to each such subcontractor and supplier to date; and the balance owed to each such subcontractor and supplier, the Subcontractor certifies as follows:

   > "The Subcontractor's authorized representative, being first duly sworn as Subcontractor for the referenced Project, deposes and says that the information supplied includes the names and correct contact information of all parties having contracts or subcontracts with the Subcontractor for specific portions of the Subcontractor's work on the Project, or material furnished by or through the Subcontractor to the Project, and the amounts due and to become due to each of such parties; that the items mentioned include all labor and material required to complete the Subcontractor's work on the Project; that there are no other contracts outstanding; and that there is nothing due or

SAMPLE

to become due from the Subcontractor to any person for material, labor or other work of any kind on the Project, other than as so stated."

The Contractor does not in any way warrant or guarantee any portion of the GCPay™ website or the SPM System. In no event shall the Contractor or its respective officers, directors, employees, agents or representatives be liable to the Subcontractor or its sub-subcontractors and material suppliers for damages of any kind, including, without limitation, direct, indirect, compensatory, special, incidental, punitive, or consequential damages, whether in contract, tort, or other theory, arising out of or in connection with the use, inability to use or performance of the GCPay™ website or the SPM System. The sole and exclusive remedy available to the Subcontractor and its sub-subcontractors and material suppliers for any failure of the GCPay™ website or the SPM System shall be a claim against GCPay™.

To the fullest extent permitted by law, the Subcontractor waives, and shall hold harmless and indemnify the Contractor from and against, all claims, causes of action, costs, expenses and damages (including reasonable attorney's fees) arising out of or resulting from the use of the GCPay™ website or the SPM System by the Subcontractor.

3. Cleanup: The Subcontractor shall be responsible for cleanup of its own debris, rubbish, containers, overspray, and other similar items resulting from its operations on a daily basis. The Contractor will provide trash containers. It shall be the Subcontractor's responsibility to transport such debris to the trash container. The Contractor will remove the construction debris placed in the trash container from the Project at its own expense. In areas where more than one trade is working at a time, it may be necessary to have a composite crew clean up the debris. The Subcontractor agrees to furnish the required amount of workers to work on such composite crews. All debris placed in the trash containers must be broken down to the fullest extent possible to allow for the most efficient and economical use of the containers and removal of debris from the Project. Failure by the Subcontractor to clean up properly or to place debris in the containers in a suitable manner will result in one or more of the following actions:

   A. The Contractor may, without impairing the Subcontractor's liability, clean up the Subcontractor's debris and backcharge the Subcontractor for the work involved.

   B. The Subcontractor will no longer be allowed to use the Contractor's trash containers and will be responsible for removing its own debris from the Project at the Subcontractor's own expense.

   C. Whatever other action(s) the Contractor deems necessary to promote the safety and cleanliness of the Project site.

4. Hoisting: The Contractor will provide the following hoisting equipment on the Project:

   A. Tower crane or cranes at the location or locations all as determined solely by the Contractor.

   B. One _____ cage material/personnel hoist with such capacity and in such a location all as determined solely by the Contractor.

   C. Temporary building elevators.

   These hoists are available during normal working hours at no charge for use by all subcontractors on the following basis:

   A. Tower Crane or Cranes:

      The tower crane or cranes will be erected as the overall work on the Project progresses and be primarily used for hoisting of reinforcing steel, structural steel, masonry materials, formwork, post-tensioning steel, and concrete pours. The Subcontractor shall, at its own expense, provide its own qualified riggers and signal persons as required to meet all OSHA and other governmental requirements and/or safety standards. The use of the cranes by other subcontractors during these operations shall be limited to available "windows of time" and/or will have to be scheduled either before or after normal working hours. After the completion of concrete work and steel and deck erection, the cranes shall again be available during normal working hours for the use by all trades for the period of approximately _____ months.

SAMPLE

The use of the cranes shall be free of charge to all subcontractors during normal working hours. There will be no charge for off-hours usage as long as the off-hours usage by all subcontractors does not exceed an aggregate amount of hours per week (Monday through Friday). Usage in excess of this amount will be charged to the appropriate subcontractor at a rate of $ per hour per crane (including operator).

B. Material/Personnel Hoist: This hoist will be erected as soon as the building is approximately above street level. Because of the configuration of the building and restrictions imposed upon the location of the hoist, it may not be possible to serve all floors of the building. The Contractor shall jump the hoist as construction of the building progresses (approximately every floor) and provide gates and appropriate communication systems. For transporting personnel, this hoist will serve every third floor. For transporting material, the hoist will serve all floors that the hoist is able to serve. The hoist will be available at no cost to all subcontractors during normal working hours and before and after working hours as long as off-hours usage by all subcontractors does not exceed an aggregate amount of hours per week (Monday through Friday). Any usage in excess of this amount will be billed to the appropriate subcontractor at a rate of $ per hour per hoist cage (including operator).

C. Building Elevators: On or about , the Contractor will put building elevators into temporary service operation. This elevator(s) will have a capacity of lbs. and will be in size. Additional building elevators may be put into service as soon as practical. The building elevators will be available at no cost to all subcontractors during normal working hours. Any usage in excess of this amount will be billed to the appropriate subcontractor at a rate of $ per hour per elevator (including operator).

D. General: The use of all hoisting equipment provided by the Contractor must be scheduled in advance. All loading, unloading, and material handling shall be performed by the Subcontractor. The Subcontractor shall, at its own expense, provide its own qualified riggers and signal persons as required to meet all OSHA and other governmental requirements and/or safety standards. The Contractor will provide operators for hoist(s)/elevator(s). It is the intention of the Contractor to be fair and equitable with all subcontractors in the use of this equipment; however, the Contractor's decision regarding scheduling, allocation of off-hours usage and other usage, and all other matters related to or in any manner affecting hoisting or hoisting equipment shall be final and binding on all subcontractors. The hoisting equipment to be used on this Project may be inoperative or unavailable from time to time due to damage, routine service or other causes. The Contractor assumes no responsibility for delays, lost time, rescheduling of shipments or other resulting events, due to the breakdown or non-availability of the hoisting equipment. All materials delivered to the jobsite shall be packaged or bundled in such a manner as to allow for the most efficient operation of the hoist. The Contractor will require that all material that can possibly be palletized be delivered to the Project in that manner. The Contractor will not allow the Subcontractor to tie up the hoisting equipment because the Subcontractor's material has been delivered in a manner that is inefficient to handle at the jobsite. Should the Subcontractor fail to deliver its material in an acceptable manner or misuse the hoisting privileges, the Subcontractor will no longer be allowed to use the Contractor's hoisting equipment and will be responsible to provide its own hoisting equipment. The Contractor reserves the right to make changes in the number and type of hoisting equipment to be used on this Project.

The Subcontractor shall provide all equipment, labor, means and operations to perform and complete the Subcontractor's Work other than the hoisting equipment to be provided by the Contractor as expressly provided in this Subcontract. The Subcontractor agrees to use the Subcontractor's equipment in such manner as to keep interference with the work of other subcontractors to a minimum.

The Subcontractor will reasonably cooperate in its application and use so that there shall not be a conflict with operations and installations of the Contractor or other subcontractors.

All power systems, communication systems, related connections, fuel consumption and other similar items for the equipment shall be provided by the Subcontractor in strict adherence to and with applicable codes, laws, statutes, ordinances, rules, regulations and legal requirements.

SAMPLE

5. Hoisting: The Subcontractor shall provide all equipment, labor, means and operations to perform and complete the Subcontractor's Work utilizing the Subcontractor's own hoisting equipment. The Subcontractor agrees to use the Subcontractor's hoisting equipment in such a manner as to keep interference with the work of other subcontractors to a minimum.

   No hoisting equipment may be attached in any way to the building structure without prior written authorization of the Structural Engineer and the Contractor and no hoisting equipment may be brought onto the Project site without the prior consent of the Contractor.

   The Subcontractor's equipment and its operations, at all times, shall meet all applicable codes, laws, statutes, ordinances, rules, regulations, and legal requirements. It shall be installed, operated, relocated, removed and maintained by certified mechanics and operators and the Subcontractor will reasonably cooperate in its application and use so there shall not be a conflict with operations and installations of the Contractor or other subcontractors. All power systems, communication systems, related connections, fuel consumption and other similar items for the equipment shall be provided by the Subcontractor.

6. Cranes and Other Hoisting Equipment in Construction: The Subcontractor shall comply, and shall cause each of the Subcontractor's sub-subcontractors (of all tiers) to comply, with all applicable federal, state, and local laws, regulations, and requirements, as the same may be modified or supplemented from time to time (collectively called the "Governmental Requirements for Hoisting"), including but not limited to, the requirements of 29 C.F.R. Subpart CC, and all subsections of 29 C.F.R. Section 1926, applicable and/or relating to the assembly, inspection, maintenance, use, operation, repair, and/or disassembly of cranes, derricks, and other hoisting equipment (collectively, the "Hoisting Equipment") used in connection with the performance of the Work under this Subcontract. Without limiting the foregoing:

   A. The Subcontractor agrees and represents that all personnel of the Subcontractor and/or the Subcontractor's sub-subcontractors, of any tier, are properly trained and qualified for their respective job positions and duties with respect to the Hoisting Equipment, in accordance with the Governmental Requirements for Hoisting, whether the Hoisting Equipment is furnished by the Contractor, the Subcontractor, or any other person. Without limiting the foregoing, the Subcontractor represents that each operator, rigger, and signal person involved with the use of any Hoisting Equipment in connection with the Subcontractor's Work (except for operators supplied by the Contractor) is properly trained as required by the Government Requirements for Hoisting (such operators [other than operators supplied by the Contractor], riggers, and signal persons being hereinafter individually called a "Hoisting Specialist", and collectively called the "Hoisting Specialists").

   B. Upon the Contractor's request, the Subcontractor shall promptly provide the Contractor with: (i) written notice, duly signed by the Subcontractor, listing the names and employers of all Hoisting Specialists who will be involved in the use of Hoisting Equipment in connection with the Subcontractor's Work, and (ii) for each such Hoisting Specialist, a copy of appropriate documentation which evidences that the Hoisting Specialist is properly trained and qualified in accordance with the Governmental Requirements for Hoisting. Such documentation should include, among other things, the name of the Hoisting Specialist, the date of such training and/or qualification, the name of the party that provided the training and/or qualification, and the specific type of hoisting duties and activities for which the Hoisting Specialist is trained and qualified. The Contractor's review and/or acceptance of any such documentation provided by the Subcontractor is for informational purposes only, and shall not be construed to be an approval or acceptance by the Contractor of the Hoisting Specialist or his or her qualifications, or relieve the Subcontractor of any of the Subcontractor's obligations under this Section.

   C. The Subcontractor agrees to indemnify and save harmless the Contractor, its agents and employees, from all claims, costs, expenses, damages, fines, and penalties, including but not limited to, any fines and/or penalties levied or assessed against the Contractor by any governmental entity, arising out of the Subcontractor's breach of any of the Subcontractor's obligations under this Section.

7. The Subcontractor's Temporary Power for Equipment: The Contractor will provide temporary electrical power that is described as follows:

SAMPLE

The temporary panel used to supply temporary power requirements will be centrally located. It is the responsibility of the Subcontractor to make all necessary connections from the temporary panel to the Subcontractor's equipment. Any other power requirement needed by the Subcontractor shall be the Subcontractor's responsibility.

8. Scaffolding: All scaffolding necessary to perform the Work of this Subcontract shall be provided by the Subcontractor. The scaffolding systems shall at all times meet all applicable codes, laws, statutes, ordinances, rules, regulations and legal requirements. It shall be designed, if required, by a registered engineer and installed, maintained, operated, relocated and removed by licensed operators.

   No scaffolding shall be affixed to the building structure without the prior written authorization of the Structural Engineer and the Contractor.

   The Subcontractor is entirely responsible for design, engineering, structural integrity, installation, maintenance, safety, relocation and removal of the complete scaffolding system.

   The Subcontractor agrees to cooperate reasonably in application and use of the Subcontractor's scaffolding in order that (a) operations and installations of other subcontractors and the Contractor are maintained and smooth and (b) interferences and conflicts are kept to a minimum.

9. Damage to Work of this Subcontractor by Others: The Subcontractor agrees to repair and/or replace all damages or losses to the Subcontractor's Work caused by others and/or its own personnel. The Subcontractor shall perform such replacement and/or repairs promptly after occurrence, and as needed in order to maintain the Project Schedule.

   This obligation to make prompt repairs will not affect any right of the Subcontractor to be reimbursed for such damages or losses to the Subcontractor's Work caused by others.

10. Damages by Subcontractor to Work of Contractor or Other Trades: The Subcontractor shall perform the Subcontractor's Work under this Subcontract in such manner so as to avoid damage to or in any way impairing the work of the Contractor or other subcontractors. The Subcontractor, upon being directed by the Contractor, shall properly cover or protect the work of the Contractor and other subcontractors at the Subcontractor's own expense, if necessary, to perform the Subcontractor's Work. Should any damage result from the Subcontractor's operations, the Subcontractor agrees to immediately stop the activity causing damages and alter the Subcontractor's operations so as to avoid any further damage. All costs or expenses of repairing and/or replacing all damages or losses caused by the Subcontractor to the work of the Contractor or other subcontractors, will be paid for by the Subcontractor.

11. Field Measurements and Checks: The Subcontractor agrees to perform field measurements and necessary checks of the existing systems and all prior work performed by the Contractor or other subcontractors for adaptability and compliance with specified tolerance limits prior to start of the Subcontractor's installation.

    The Subcontractor shall communicate and demonstrate any discrepancies or noncompliance with specified tolerance limits to the Contractor immediately.

12. Layout: The Contractor will establish bench marks and two (2) grid lines in each direction of the building. The Subcontractor will be responsible for the Subcontractor's own layout from these lines.

13. Supervisory Personnel: The Subcontractor shall maintain at least one (1) supervisor on site at all times that the Subcontractor's workers are on the Project. This supervisor shall be empowered to coordinate, respond for and authorize the Subcontractor to perform such Work as required to assure the orderly and safe progress of the Work.

    The Contractor shall have the right to reject any individuals deemed unqualified or unsuitable for the harmonious performance of the Work.

    It is understood that the administrative supervisory personnel shall remain on the Project in such capacity as approved through completion.

14. Weekly Progress Meetings: The Subcontractor agrees to attend Job Progress Meetings and provide information associated with the Subcontractor's Work required by the Contractor's Project Managers and Superintendent.

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15. As-Built Drawings: The Subcontractor shall, at the completion of the Work, furnish to the Contractor (a) one (1) complete set of as-built drawings in addition to the required number of sets set forth in the General Contract neatly marked to show such changes in the Work as may be incorporated into the Work by the Subcontractor and its sub-subcontractors during the course of construction, and (b) all necessary maintenance manuals and instructions and operating instructions in appropriate and usable form for all equipment supplied to and incorporated into the Work. One (1) set of all maintenance manuals and operating instructions shall be submitted in computer readable PDF file format. All as-built drawings are to be submitted on reproducible sepias, and one (1) set shall be submitted in computer readable PDF file format. The Subcontractor shall certify in writing to the Contractor that said "As-Built Drawings" delivered to the Contractor constitute an actual and accurate representation of all of the Work as constructed.

16. Penetration of Fire-Rated Systems: If, in the course of performing the Subcontractor's Work, it is necessary to penetrate a fire-rated system (floor, wall, ceiling, structural system, etc.), it shall be the responsibility of the Subcontractor, making or requiring the penetration, to maintain the integrity of the fire-rated system. The Subcontractor agrees to cooperate with the Contractor in the installation of fire-rated systems so that the number of penetrations of these systems is kept to a minimum. Furthermore, it shall be the Subcontractor's responsibility to properly close off openings which are made, provided or required to facilitate the respective Subcontractor's materials or equipment.

17. Security: Security for the Subcontractor's operations is the responsibility of the Subcontractor. Lost, stolen, or damaged tools, material, installations, Work or other items of the Subcontractor will be repaired and/or replaced by the Subcontractor at no cost to the Contractor and the Owner, except that the Subcontractor reserves any rights it may have to receive proceeds from builder's risk insurance for loss or damage to installed materials, or materials stored on the Project site intended for installation.

18. Work Environment: The Subcontractor shall maintain a healthy work environment free from sexual or racial intimidation or harassing pictures, calendars, and caricatures.

19. Damages: To the extent the Contractor pays the Owner any liquidated damages defined in the General Contract, the Subcontractor shall indemnify and hold the Contractor harmless from any such liquidated damages resulting from the Subcontractor's failure to perform the Subcontractor's obligations under this Subcontract, including, without limitation, the Subcontractor's failure to complete the Subcontractor's Work by the dates or durations specified in the Project Schedule. The Subcontractor's obligations under this paragraph are without prejudice to, or the waiver of, the Contractor's right to terminate this Subcontract and without in any manner prejudicing, waiving, reducing, liquidating or otherwise affecting the Contractor's claims for any other damages for which the Subcontractor is liable or any other right or remedy now or hereafter available to the Contractor under this Subcontract, at law, in equity or otherwise.

20. Business Auto Liability Insurance: Notwithstanding anything in this Subcontract to the contrary, the minimum limits of the Subcontractor's Business Auto Liability Insurance which the Subcontractor is obligated to provide under this Subcontract shall be $500,000 if the Subcontract Price is in the amount of $100,000 or less, and the Subcontractor obtains the prior written consent of the Contractor, which consent may be withheld by the Contractor based upon, among other things, the nature of the Subcontract Work and the Contractor's evaluation of the Subcontractor's insurer.

21. Sales Tax Exemption: The Subcontractor shall, and shall ensure that all of its subcontractors and material suppliers shall, execute and deliver to Contractor a Materials and Supplies Contractor's Tax Statement in the form attached as Exhibit G-1 with respect to any and all materials and supplies purchased for the Project, and shall further provide any other documentation that may be reasonably requested by the Contractor or Owner in order for the Owner to request a sales/use tax refund from the Minnesota Department of Revenue for purchases of materials and supplies used in connection with the construction of a qualified project under Minn. Stat. Ch. 297A. The Subcontractor shall indemnify the Contractor and Owner for all costs, expenses and damages (including reasonable attorney's fees) incurred by the Contractor or Owner as a result of the Subcontractor's failure to comply with the terms of this Section.

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EXHIBIT G-1

Materials and Supplies Contractor's Tax Statement

Qualifying Entity: _____

Project Name: _____

Project Number: _____

Based upon a review of our records for the project in question, it has been determined that the following amounts were paid in sales and/or use taxes:

Purchase Period	**Taxable Cost**	**MN Tax Paid**	**Local Tax Paid**
_____	$_____	$_____	$_____

The amounts listed have been paid on the project or that portion of the project which directly relates to a fire station and police station, including access roads, lighting, sidewalks, and utility components, on or adjacent to the property on which the fire station or police station are located that are necessary for safe access to and use of those buildings in the city of Edina (the Edina Fire Station #2).
This tax amount is for building materials and supplies used in and equipment incorporated into the construction, reconstruction, upgrade, expansion, or remodeling of the Edina Fire Station #2 and does not include any amounts paid for any other equipment or machinery purchased or leased by us.

Our MN Identification Number is : _____

Company Name : _____

Address : _____

_____

Phone : _____

I (We) declare under the penalties of criminal liability for willfully making a false claim that this statement has been examined, and, to the best of my (our) knowledge and belief, is true and complete.

Name:_____ **Title :** _____

Signature :_____ **Date :** _____

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RIDER "H"
ADDITIONAL SUBCONTRACT GOVERNMENTAL, AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND DISADVANTAGED BUSINESS REQUIREMENTS

1. Federal Contractor Requirements. The Subcontractor acknowledges that the Contractor, as a federal government contractor, is subject to various federal laws, executive orders, and regulations regarding equal employment opportunity and affirmative action which may also be applicable to the Subcontractor, and that all applicable equal employment opportunity and affirmative action requirements shall be incorporated herein as required by federal laws, executive orders, and regulations including, but not limited to 41 C.F.R. Sections 60-300.5, 61-300.10, and 60-741.5 (the "Requirements").

   The Subcontractor agrees to comply with all of the Requirements and to incorporate the Requirements in its own agreements to the extent required by law.

   To the extent applicable, the Contractor incorporates by reference 29 Code of Federal Regulations (C.F.R.) Part 471, Appendix A to Subpart A, and FAR 52.222-54.

2 VEVRAA Requirements. **To the full extent required by law, Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

3. Disabled Persons Requirements. **To the full extent required by law, the Contractor and the Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

4. Federal Minimum Wage Requirements. To the extent applicable, and to the full extent required by law, the Subcontractor acknowledges that Executive Order 13658, "Establishing a Minimum Wage for Contractors," and 29 C.F.R. Part 10, shall be fully incorporated herein by reference, including, but not limited to, the "Contract Clause" referenced in 29 C.F.R. § 10.21 and Appendix A to 29 C.F.R. Part 10 (the "Federal Minimum Wage Requirements"). The Subcontractor agrees to comply with all applicable Federal Minimum Wage Requirements and to fully incorporate the applicable Federal Minimum Wage Requirements in its own agreements to the extent required by law, including, without limitation, the applicable record-keeping requirements set forth in 29 C.F.R. § 10.26. Without limiting any of the Contractor's other rights or remedies under the Subcontract or at law, the Subcontractor's compliance with this section shall be a condition of payment under the Subcontract.

5. Federal Paid Sick Leave Requirements. To the extent applicable, Executive Order 13706 - Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The full contract clause is available from Appendix A to 29 CFR Part 13. As required by law, any payments due to Subcontractor pursuant to this contract are conditioned upon Subcontractor including this paid sick leave contract clause in any lower-tier subcontracts.

6. Additional Requirements. Rider H-1, if any, is attached hereto and incorporated into this Subcontract and Rider H by reference, and contains additional federal, state, and/or local governmental requirements and/or affirmative action, equal employment opportunity, non-discrimination or disadvantaged business requirements pertaining to this Subcontract.

7. Indemnity. The Subcontractor shall indemnify the Contractor for all costs, expenses and damages (including reasonable attorney's fees) incurred by the Contractor as a result of the Subcontractor's failure to comply with the terms of this Rider H.

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Exhibit D– Standard Contract Agreement for Materials Only

The attached document includes the standard form of agreement between the Construction Manager at Risk and Subcontractor.

Project Name:	Oakdale Police Expansion & City Hall Remodel	Contact Name:	
Project No.:		Phone:	
Contract No.:	-	E-mail:	

Standard Contract Agreement For Materials Only

THIS STANDARD CONTRACT AGREEMENT FOR MATERIALS ONLY, is made and effective this day of , by and between Kraus-Anderson® Construction Company, 501 South 8th Street, Minneapolis, MN 55014 (hereinafter called the "Contractor") and , (hereinafter called the "Material Supplier"). This Agreement includes the following Riders attached hereto and which are made a part hereof:

Rider A - Scope of Work
Rider B - Contract Price
Rider C - Contract Documents List
Rider D - Delivery Schedule
Rider E - Sworn Construction Statement
Rider F - Performance and Payment Bonds
Rider G - Additional Subcontract Requirements
Rider H - Additional Governmental, Affirmative Action, Equal Employment Opportunity, Non-Discrimination and Disadvantaged Business Requirements

SAMPLE

WHEREAS, The Contractor has heretofore entered into a contract, dated June 2nd, 2025 (the "General Contract") with City of Oakdale of 1584 Hadley Avenue North, Oakdale, MN 55128 (hereinafter called the "Owner"), to perform certain work at Oakdale Police Expansion & City Hall Remodel, 1584 Hadley Avenue North, Oakdale, MN 55128 (hereinafter called the "Project"), pursuant to certain Contract Documents, (hereinafter defined); and

WHEREAS, The Contractor has made available to the Material Supplier all of the above documents, and the Material Supplier shall be responsible for obtaining copies pertinent to the Material Supplier's Work; and

WHEREAS, The above documents have been carefully examined by the Material Supplier; NOW THEREFORE

ARTICLE I - The Material Supplier Agrees as Follows:

1. To furnish and deliver all the material (the "Material") necessary to complete in all respects the portions of the Work included in the General Contract and set forth in Rider A – Scope of Work as the Contractor is required by the General Contract to do.

The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all materials, equipment and services provided or to be provided by the Material Supplier to fulfill the Material Supplier's obligations. The Work may constitute the whole or a part of the Project.

The "Contract Documents" consist of this Agreement between Contractor and Material Supplier (hereinafter, the "Agreement") and its attached Riders, Exhibits; Supplementary and other Conditions; Drawings, Specifications, Addenda issued prior to execution of the Agreement; the Contractor's bidding requirements (advertisement or invitation to bid, Instructions to Bidders or portions of Addenda relating to bidding requirements), other documents listed in the Agreement, and Modifications (as defined in the General Contract) issued after execution of the Agreement. The Contract Documents include, but are not limited to, those Contract Documents set forth in Rider C attached hereto. The Contract Documents do not include the Material Supplier's bid. The Contract Documents shall

not be construed to create a contractual relationship of any kind (1) between the Architect or Engineer and the Material Supplier, (2) between the Owner and the Material Supplier, except as otherwise expressly provided herein, (3) between the Owner and the Architect or Engineer, or (4) between any persons or entities other than the Contractor and the Material Supplier, except as otherwise expressly provided herein.

The "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work for the Project, generally including plans, elevations, sections, details, schedules and diagrams.

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards (including, but not limited to, performance design criteria), workmanship for the Work, and performance of related services for the Project.

The intent of the Contract Documents is to include all items necessary for the proper delivery of the Materials or Work by the Material Supplier. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Material Supplier shall be required consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

2. That the shipment of the Material, or any part thereof, shall be deemed a full acceptance by the Material Supplier of the terms and conditions of this Agreement, and no waiver or modification of the terms of this Agreement shall be valid unless in writing and signed by both the Contractor and the Material Supplier.

3. That the Material Supplier has carefully examined the entire General Contract. The Contractor shall not be responsible for the Material Supplier's failure to deliver the Materials or Work in accordance with the requirements of the Contract Documents.

4. To be bound to the Contractor by the terms of the General Contract, to conform to and to comply with the provisions of the General Contract, and to assume toward the Contractor all the obligations and responsibilities that the Contractor assumes in and by the General Contract toward the Owner, insofar as they are applicable to this Agreement. Where any provision of the General Contract between the Owner and the Contractor is inconsistent with any provision of this Agreement, this Agreement shall govern.

5. To pay for materials, skilled labor and equipment used in, or in connection with, the performance of this Agreement, when and as bills or claims therefore become due and to defend and indemnify the Project, the Project's Owner and the Contractor from all claims, including without limitation bond claims and mechanics' liens on account thereof, and will furnish satisfactory evidence to the Contractor when and if requested, that the Material Supplier has complied with the above requirements. These provisions shall not be construed as a waiver of the right of the Material Supplier to file and enforce a lien claim as against the Project in the event of the Contractor's failure to pay the Material Supplier.

6. That the Material and Work provided hereunder will be in strict accordance with the requirements of the General Contract, that samples of such Materials and Shop Drawings, Product Data, Samples and similar required submittals will be furnished for the review and/or approval of the Architect and the Owner and that all Material and Work furnished shall be in strict accordance with such approved Samples and/or Shop Drawings except that the Material Supplier shall not be relieved of responsibility for deviations from requirements of the General Contract by the review and/or approval of the Architect or the Owner of such Samples and/or Shop drawings. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Material Supplier represents that the Material Supplier has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

The Contractor may reject Materials or Work that do not conform to the Contract Documents. Whenever the Contractor considers it necessary or advisable, the Contractor shall have the authority to require inspection or testing of the Materials or Work. However, neither this authority of the Contractor 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 Contractor to the Material Supplier, sub-suppliers, their agents or employees, or other persons or entities delivering portions of the Materials or Work.

SAMPLE

7. To make any and all changes, additions, deletions or substitutions ("Changes") to the Material or Work hereunder, or the method or schedule of furnishing the Material or Work hereunder, that Contractor may require without nullifying this Agreement. NO CHANGES SHALL BE MADE AND NO ADJUSTMENTS TO THE CONTRACT PRICE SHALL BE DUE EXCEPT UPON THE WRITTEN ORDER OF CONTRACTOR BEFORE THE CHANGE IS BEGUN. In the event of a change to the General Contract and/or any of the Contract Documents which results in additional work or a deletion of work, or both, a part or all of which results or could result in a Change (increase or decrease, or both) in the Material to be furnished and delivered by the Material Supplier, and the Contractor and the Material Supplier are unable to agree on an adjustment of the Contract Price, then upon a written order to proceed with the Change from the Contractor, the Material Supplier shall timely furnish and deliver such additional Material as part of the Material and/or shall delete such Material from the Material, or both, and the adjustment, if any, in the Contract Price shall be determined later in accordance with the General Contract. Prior to such determination, the Material Supplier shall not have the right to terminate this Agreement nor to refuse to timely furnish and deliver the Material required by the Change. If the Material Supplier refuses to timely proceed in accordance with the Contractor's written order, the Contractor may terminate this Agreement upon two (2) days written notice to Material Supplier.

8. That with respect to its manufacture and sale of Material to Contractor, the Material Supplier shall comply with applicable federal, state and local laws effective where the Material is delivered, including, without limitation, all applicable laws related to wage theft, and to pay all costs and expenses connected with such compliance. The Material Supplier is responsible to ensure compliance with the terms of this Section by any of its subcontractors or suppliers of any tier. The Material Supplier shall indemnify and hold the Contractor and the Owner harmless from any and all losses or damage (including reasonable attorney's fees) resulting from the failure of the Material Supplier to comply with the terms of this Section.

9. To pay all royalties and license fees related to the Material or Work hereunder. The Material Supplier warrants that the Material either alone or in combination with other materials will not infringe any patents or other proprietary rights. Material Supplier will defend all claims for infringement of any patents or other proprietary rights related to the Material, and will indemnify and hold harmless Contractor and the Owner from any loss or damages, including attorneys' fees, arising out of or related to any such claims.

10. To supply proper operating, training and maintenance manuals and drawings for the Material, and other documentation that is required by the General Contract with respect to the Material or Work hereunder.

11. To not assign or sublet any portion of this Agreement without the prior written consent of the Contractor.

12. To furnish to the Contractor at the time of delivery of Material or upon written request of the Contractor, a list of all ingredients of said Materials, and, as necessary, the amount of one or more ingredients harmful or potentially harmful and referenced in any applicable government law, rule or regulation which describes or characterizes such ingredients as actually or potentially harmful.

13. For purposes of this Section 13, "Claims" mean, without limitation, all demands, suits, actions or other legal proceedings alleging damages, losses, or injury to any person, whether employees or otherwise, and to any property, including, without limitation, all fines, costs, expenses and attorney's fees, arising out of, resulting from, or in any manner connected with, the execution of the Work provided for in this Agreement by the Material Supplier, its agents or employees, or by anyone for whose acts the Material Supplier may be liable. To the fullest extent permitted by law, the Material Supplier agrees to indemnify and save harmless the Contractor, its agents and employees from all Claims arising out of the Contractor's vicarious liability, warranty liability, strict liability or other such similar liability imposed by law or contract for the Material Supplier's acts or omissions. Notwithstanding the Material Supplier's foregoing indemnity obligation, the Material Supplier agrees that upon the Contractor's request the Material Supplier shall defend the Contractor from and against all Claims, including, without limiting the generality of the foregoing, Claims for which the Contractor may be, or may be claimed to be, liable, whether or not the allegations are meritorious, employing legal counsel acceptable to the Contractor in the Contractor's sole discretion, and at the Material Supplier's sole cost and expense, including, without limitation, reimbursement of all costs, attorneys' fees and expert fees incurred by the Contractor in defending such Claims. The Material Supplier shall be responsible for all legal fees and disbursements paid or incurred to enforce the provisions of this Section 13. The Material Supplier further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will insure the provisions of this Section 13, as those obligations may arise out of either ongoing or completed operations, including, but not limited to, those coverages

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set forth in Section 14 below, all of which is intended to comply with the requirements of Minn. Stat. § 337.01, et seq. The Material Supplier acknowledges and agrees that it is not providing such Commercial General Liability insurance coverage directly to the Contractor, but is obtaining and maintaining such Commercial General Liability insurance coverage for the benefit of the Contractor.

The Material Supplier's obligations under this Section 13 shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable or recoverable under any worker's compensation acts, disability benefit acts, or other employee benefit acts. The rights, remedies and obligations set forth in this Section 13 are in addition to, and not in lieu of, any indemnity, contribution or other rights, remedies and obligations now or subsequently existing at law, in equity, by statute or otherwise. The parties agree that this Section 13 is intended to comply with the requirements of Minn. Stat. § 337.01, et seq., such that if any provision of this Section shall be unlawful, void or for any reason unenforceable, such provision shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Section 13, the intent being to provide the maximum defense and indemnity obligations allowed by law. The Material Supplier's obligations under Section 13 will survive final payment or termination or expiration of this Agreement.

14. Prior to starting the Work, the Material Supplier shall purchase and maintain insurance coverage as required by this Section 14 and Rider G to protect the Material Supplier and the Contractor from claims set forth below which may arise out of, result from, or are in any manner connected with, the execution of the Work provided for in this Agreement or from the use by the Material Supplier, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Material Supplier, or third parties, whether such claims arise during Agreement performance or subsequent to completion of operations under this Agreement and whether operations be by the Material Supplier or by anyone directly or indirectly employed by the Material Supplier or by anyone for whose acts the Material Supplier may be liable, and whether such claims are claims for which the Contractor may be, or may be claimed to be, liable. Insurance shall be purchased from a company authorized to do business in the state where the Project is located, and shall be written for not less than the limits of liability specified below, in the General Contract, or required by law, whichever is greater, but in no event less than the limits the Material Supplier actually obtains. The types of claims and minimum required coverages and limits of liability are as follows:

A. Claims under the Material Supplier's Worker's Compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease or death of employees. Insurance coverages shall include:

Statutory Worker's Compensation, including Employers' Liability with a minimum limit of $100,000.00 for each accident; $500,000.00 disease policy limit, and $100,000.00 disease limit for each employee. Sole Proprietors and others may elect to exclude themselves from coverage as permitted by law, but each material supplier must purchase and maintain a policy.

B. Commercial General Liability Insurance shall be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage), including claims for damages because of bodily injury, occupational sickness or disease, or death, by any person other than employees; claims for personal injuries which are sustained by (1) any person as a result of an act or omission directly or indirectly related to the employment of such person by the Material Supplier, or (2) any other person; claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Such insurance shall not contain any residential or EIFS exclusions that would apply to any Material or Work being provided under this Agreement. Insurance coverages shall include, but not be limited to:
Premises – Operations
Products - Completed Operations for a period of at least five (5) years after the last date of the Material Supplier's performance of any portion of the Work provided for under this Agreement or until expiration of the statute of repose applicable to such claims in the jurisdiction where the Project is located, whichever is greater.
Blanket Contractual - Such insurance and endorsements as will insure the obligations under the provisions of Section 13 of this Subcontract as those obligations may arise out of either ongoing or completed operations. Such coverage shall be maintained for a period of at least five (5) years after the last date of the Subcontractor's performance of any portion of the Work provided for under this

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Subcontract or until expiration of the statute of repose applicable to such claims in the jurisdiction where the Project is located, whichever is greater.
Broad Form Property Damage
Personal and Advertising Injury
Blanket Explosion, Collapse and Underground Property Damage
Operations of Independent Contractors

Policy Limits:	Per Project General Aggregate	$2,000,000.00
	Products/Completed Operations Aggregate	$2,000,000.00
	Personal and Advertising Injury	$1,000,000.00
	Each Occurrence	$1,000,000.00

C. Commercial Automobile Liability Insurance, including claims for damages because of bodily injury or death of any person, or any property damage, arising out of the ownership or use of any motor vehicle. Insurance coverage shall include:

Business Auto Liability insurance including owned, hired, and non-owned vehicles with limits of $1,000,000.00 Combined Single Limit for each accident for bodily injury and death, or property damage.

D. Umbrella Excess Liability shall follow form with a Combined Single Limit of $1,000,000.00.

E. If any portion of the Material Supplier's Work includes, without limitation, the design of a building system, or other professional services, then the Material Supplier shall purchase and maintain Professional Errors and Omission coverage insurance on a "Claims Made" basis in an amount of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) aggregate, with a deductible and/or self-insured retention, including those relating to defense costs, not in excess of $50,000, with insurance companies acceptable to the Contractor. The retroactive date shall be prior to the start of the Work. The Material Supplier shall continue to carry such insurance for at least three (3) years after final completion of the Project and issuance of the final Certificate for Payment. The Owner shall be a third party beneficiary of the provisions of this paragraph.

F. If the Material Supplier's Work includes, without limitation, any portion of (i) building enclosure systems (including, without limitation, vapor or moisture barriers, roofing or flashing, exterior windows, curtainwall components or systems, plaster or stucco or exterior stone or masonry) (ii) plumbing, heating, ventilating or air conditioning systems, (iii) drywall or insulation, or (iv) building foundations, then the Material Supplier shall purchase and maintain Contractor's or Products Pollution Liability insurance to protect the Material Supplier and the Contractor from claims which may arise out of, result from, or are in any manner connected with, the execution of the Work provided for in this Subcontract, or occur or result from the use by the Material Supplier, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Material Supplier, or third parties, whether such claims arise during operations or subsequent to completion of operations under this Agreement and whether operations be by the Material Supplier or by anyone directly or indirectly employed by the Material Supplier or by anyone for whose acts the Material Supplier may be liable, and whether such claims are claims for which the Contractor may be, or may be claimed to be, liable. Such insurance shall be provided on an "Occurrence" basis (or, if approved in advance in writing by the Contractor, on a "Claims Made" basis) in an amount of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) aggregate, with insurance companies acceptable to the Contractor and authorized to do business in the state in which the Project is located. Such insurance coverage shall include, but not be limited to, coverage for (i) premises-operations, (ii) products and completed operations, and (iii) mold/fungus. The Material Supplier shall continue to carry such insurance for a period of at least five (5) years after final completion of the Project and issuance of the final Certificate for Payment or until expiration of the statute of repose applicable to claims covered by such insurance in the jurisdiction where the Project is located, whichever is greater, including the

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Additional Insured requirements described below. The Owner shall be a third party beneficiary of the provisions of this paragraph.

Waivers of subrogation in favor of the Contractor, and any parties required by the General Contract, including, without limitation, the Owner, must be included on the Commercial General Liability, Commercial Automobile Liability, Workers' Compensation, Employers' Liability, Pollution Liability and Umbrella Excess Liability policies.

The policy coverages and limits of liability specified shall be considered minimum requirements. All deductibles and/or self-insured retentions in excess of $50,000 (if any), including those relating to defense costs, require written approval in advance by the Contractor, and, if approved, are the sole responsibility of the Material Supplier and not a reimbursable expense by the Contractor. Approval of the insurance by the Contractor shall not relieve or decrease the liability of the Material Supplier. The Contractor does not in any way represent that the insurance or limits of insurance specified above are sufficient or adequate to protect the Material Supplier's interests or liabilities, but are minimums. The Material Supplier's compliance with the insurance requirements in this Section 14 shall not relieve the Material Supplier from liability under the Agreement or at law for any amounts in excess of the limits of insurance.

The Material Supplier shall, within ten (10) days after the execution of this Agreement and any renewals of such required insurance, provide the Contractor certificates of insurance showing compliance with the insurance requirements in this Section 14 and that all premiums have been paid in full. Any failure on the part of the Contractor to pursue or obtain the certificates of insurance required hereunder from the Material Supplier and/or the failure of Contractor to point out any non-compliance of such certificates of insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve the Material Supplier of any obligations or liabilities under the Agreement. Moreover, acceptance by the Contractor of certificates of insurance submitted by the Material Supplier does not relieve or decrease in any manner the liability of the Material Supplier for performance hereunder.

To the fullest extent permitted by law, the Material Supplier shall cause its Commercial General Liability Insurance (using ISO forms CG 20 10 07 04 and CG 20 37 07 04, or substitute forms providing equivalent coverage), Umbrella Excess Liability, and Contractor's or Products Pollution Liability (if required herein, and including Products and Completed Operations coverage) as described in the preceding paragraphs, to be endorsed to name the Contractor as an Additional Insured, and such Insurance shall be primary insurance without recourse to or contribution from any similar insurance carried by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to such Additional Insured. The coverage afforded to such Additional Insured shall be at least as broad as that afforded to the named insured. The policy limits applicable to such Additional Insured shall be the same amount applicable to the named insured, but in no event shall such limits be less than the minimum amounts required under this Agreement. The policy shall not contain any provision, definition, or endorsement that would serve to eliminate third-party action over claims. The Additional Insured status must be reflected on the Material Supplier's Certificate of Insurance to the Contractor. At the time the Material Supplier provides the Contractor with the certificates of insurance referenced above, the Material Supplier shall provide Contractor with a current copy of such Additional Insured endorsement and/or such other evidence as the Contractor shall reasonably require, to confirm Material Supplier's compliance with the Additional Insured obligations in this paragraph.

The Material Supplier shall cause its Commercial General Liability Insurance (including Completed Operations coverage), Umbrella Excess Liability, and Contractor's or Products Pollution Liability (if required herein, and including Products and Completed Operations coverage) as described herein, to be endorsed to name the Owner and any other party that the Contractor is required under the General Contract to name as an additional insured on the Contractor's insurance, as an Additional Insured as required by the terms of the General Contract. Such Insurance shall be primary insurance without recourse to or contribution from any similar insurance carried by the Owner or such other parties required to be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to such Additional Insured. The coverage afforded to such Additional Insured shall be at least as broad as that afforded to the named insured. The policy limits applicable to such Additional Insured shall be the same amount applicable to the named insured, but in no event shall such limits be less than the minimum amounts required under this Agreement. The policy shall not contain any provision, definition, or endorsement that would serve to eliminate third-party action over claims. The Additional Insured status required by this paragraph must be reflected on the Material Supplier's Certificate of Insurance to the

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Contractor, including, but not limited to any renewals of such required insurance. The Owner, and any other party required to be added as an additional insured pursuant to this paragraph, shall be a third party beneficiary of the provisions of this paragraph.

The Material Supplier shall, upon the Contractor's written demand, provide the Contractor with a copy of the Material Supplier's requested insurance policy to confirm the Material Supplier's compliance with this Section. Any failure on the part of the Contractor to request a copy of such policy and/or any review by the Contractor thereof shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve the Material Supplier of any obligations or liabilities under the Agreement.

ALL insurance shall contain a provision that coverages, afforded under any of the aforesaid insurance policies shall not be canceled or materially changed without at least thirty (30) calendar days (or such shorter period required by applicable law, if any, for giving notice to the primary policyholder) prior written notice to the Contractor as an additional insured. The notice provision referenced in this paragraph must be reflected on the Material Supplier's Certificate of Insurance to the Contractor.

All aforesaid insurance policies shall be underwritten with responsible insurance carriers, with A.M. Best's Ratings of not less than A (financial strength rating) and X (financial size category), as evaluated by the most current A.M. Best rating guide, and otherwise satisfactory to Contractor, and authorized to provide insurance in the state in which the Project is located.

The Material Supplier is responsible at the Material Supplier's expense and not a reimbursable expense for providing any additional insurance the Material Supplier deems necessary to protect the Material Supplier's interest from other hazards or claims in excess of the aforementioned minimum insurance coverages and limits.

In the event the Material Supplier, or its insurance carrier(s), default on any obligations hereunder, the Material Supplier shall be liable for all reasonable expenses and attorneys' fees incurred by the Contractor to enforce the provisions hereunder. The Material Supplier's obligations under Section 14 will survive final payment or termination or expiration of this Agreement.

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Sample Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
Sample Certificate of Insurance	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Fill in appropriate Ins Company	
INSURED	INSURER B :	
(Subcontractor Name & Address)	INSURER C :	
	INSURER D :	
	INSURER E :	
MN	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			FILL IN POLICY NUMBER	FILL IN	FILL IN	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			FILL IN POLICY NUMBER	FILL IN	FILL IN	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			FILL IN POLICY NUMBER	FILL IN	FILL IN	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		FILL IN POLICY NUMBER	FILL IN	FILL IN	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

(Insert project number) Kraus-Anderson Construction Company and others required by the subcontract are additional Insureds for ongoing and completed operations, as set forth in the subcontract. Such Insurance is primary insurance without recourse to or contribution from any similar insurance carried by Kraus-Anderson Construction Company and/or other persons that are named as additional insureds pursuant to the subcontract. Kraus-Anderson Construction Company shall be provided with 30-days' prior written notice (or such shorter period required by law, if any) should any of the above policies be canceled or materially changed, as set forth in the subcontract.

CERTIFICATE HOLDER

Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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INS025 (201005).01 **The ACORD name and logo are registered marks of ACORD**

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15. That the individual rights and remedies herein are in addition to any other remedies provided in law or equity. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of such provision.

ARTICLE II - The Contractor and the Material Supplier Further Agree as Follows:

16. Contract Price: The Contractor shall pay the Material Supplier for such Material herein undertaken to be furnished the sum set forth in Rider B – Contract Price (the "Contract Price") which includes all applicable fees and taxes, including, without limitation, all sales and use tax on the value of the materials subject to additions and deductions as hereinbefore provided, and such sum shall be paid by the Contractor to the Material Supplier as the Material is delivered, as provided in Section 17. Subject to Section 7 of this Agreement, the Contract Price includes all labor, material or equipment price escalations related to the Work that may occur during the term of this Agreement.

17. Payments: On or before the twenty-third (23rd) day of each calendar month, the Material Supplier shall submit to the Contractor for its approval a request for payment ("Application for Payment") in form satisfactory to the Contractor. Prior to submittal of the first Application for Payment, the Material Supplier shall furnish the Contractor a schedule of values allocated to the various portions of the Material Supplier's Work prepared in such form and supported by such data to substantiate its accuracy as Contractor may require. In addition, with each Application for Payment, the Material Supplier shall furnish Contractor with (i) a sworn construction statement in the form attached hereto as Rider E, duly signed by the Material Supplier, which identifies the name, address, and contact information for each and every sub-material supplier and supplier of the Material Supplier for the Material Supplier's Work, a general description of the scope of work and/or items of material provided or to be provided by each such subcontractor and supplier; the then current total contract amount for each such sub-material supplier and supplier; the amount actually paid by the Material Supplier to each such subcontractor and supplier to date; and the balance owed to each such subcontractor and supplier; (ii) a conditional lien waiver, in form acceptable to the Contractor and duly signed by the Material Supplier, covering all labor and material furnished by and/or through the Material Supplier to the Project through the date of the Material Supplier's current Application for Payment; (iii) an unconditional lien waiver, in form acceptable to the Contractor and duly signed by the Material Supplier, covering all labor and material furnished by and/or through the Material Supplier to the Project through the date of the Material Supplier's last previous Application for Payment that was dated 50 or more days before the Material Supplier's current Application for Payment; (iv) an unconditional lien waiver, in form acceptable to the Contractor, from and duly signed by each subcontractor and supplier to the Material Supplier whose contract with the Material Supplier has a value of $15,000 or more (or as required by the terms of the General Contract), which lien waiver shall cover all labor and material furnished by and/or through the applicable subcontractor and supplier to the Project through the date of the Material Supplier's last previous Application for Payment (which was dated 50 or more days before the Material Supplier's current Application for Payment) that covered any labor or material by such subcontractor or supplier; and (v) any other additional documents required by the Contractor or the General Contract with respect to the portion of the Work performed or supplied by or through the Material Supplier.

Each Application for Payment shall be for a sum equal to all of the Material Supplier's costs (including a proportionate amount of the Material Supplier's fee) incurred prior to such submission, provided that such cost does not exceed the scheduled value, as previously agreed upon. In the Contractor's discretion, the Contractor may require that each Application for Payment identify each sub-material supplier and supplier to the Material Supplier that is to be paid out of the proceeds of the Application for Payment, and the amount to be paid to each sub-material supplier and supplier. The Contractor reserves the right to pay any Applications for Payment by check made payable jointly to the Material Supplier and the applicable sub-material supplier or supplier.

The Material Supplier agrees that, except as otherwise approved by the Contractor, the percentage set forth in Rider B shall be retained by the Contractor from the amounts due under each Application for Payment.

That if allowed by the General Contract and subject to the Contractor's prior approval and upon the Material Supplier's compliance with the General Contract, an Application for Payment may include the value of materials or equipment not incorporated in the Work, but delivered and suitably stored at the Project site or at some location other than the Project site agreed upon in writing. Title to all such equipment and materials shall pass to the Owner either by incorporation into the Work or upon payment thereof, whichever occurs first, and the Material Supplier shall prepare and execute all documents necessary to effect and perfect such transfer of title. Payment for such materials and equipment shall be made in accordance with the terms and conditions of the General Contract.

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In each Application for Payment, the Material Supplier shall certify that such Application for Payment represents a just estimate of cost reimbursable to the Material Supplier and shall also certify as follows:

> "There are no known mechanic's or materialmen's liens arising out of the Work which are outstanding at the date of this Application for Payment, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in this Application for Payment, and that, except for such bills not paid but so included, there is no known basis for the filing of any mechanic's or materialmen's liens on the Work, and that conditional waivers from all sub-material suppliers and materialmen for Work done and materials furnished to the date of this Application for Payment have been obtained in such form as to constitute an effective waiver of lien under the laws of the State in which the Project is located upon payment of the amount represented by the Application for Payment and reflected in such conditional waiver."

Notwithstanding anything in this Agreement to the contrary, if the Owner has not paid the Contractor on account of the Material Supplier's Work for reasons not caused by the Material Supplier or the Contractor, then the Contractor and/or the Contractor's surety, if any, shall not be obligated to pay the Material Supplier any progress or final payment for the Material Supplier's work until the Contractor has completed all efforts (including appeals) to obtain a final judgment against the Owner for the amounts unpaid on account of the Material Supplier's Work. If, at the request of the Material Supplier, the Contractor elects to commence any legal action against the Owner in an attempt to collect amounts unpaid on account of the Material Supplier's Work, then the Material Supplier agrees to promptly pay the Contractor the amount of the Material Supplier's proportionate share of the Contractor's costs, including attorneys' fees incurred, and to cooperate with the Contractor, in prosecuting such legal action. The Contractor's Surety, if any, is an intended third-party beneficiary of the Material Supplier's agreements in this paragraph, and such Surety shall have the right to assert the rights and defenses of the Contractor under this Agreement.

The payment of any Application for Payment by the Contractor, including the Final Application, does not constitute approval of or acceptance of any item of cost in such Application for Payment.

Each Application for Payment shall be submitted in duplicate with the following identification:

The **Project Name** listed on page 1 of the Agreement.

The **Project Number** listed on page 1 of the Agreement.

Subject to the terms and conditions of this Agreement, applications for payment shall be paid by **end of the month** for payment request received by **the 23rd of the previous month**.

The Material Supplier shall submit a "Final Application for Payment " which shall set forth all amounts due and remaining unpaid to the Material Supplier (including the unpaid portion of the Material Supplier's fee) on or before a date sufficient to permit the Contractor to comply with the provisions of the General Contract as determined solely by the Contractor.

The Material Supplier shall not be entitled to receive payment for its Final Application for Payment unless the Material Supplier delivers to the Contractor (i) a complete release of all liens arising out of this Agreement and an affidavit that so far as the Material Supplier has knowledge or information, the release includes and covers all materials and services for which a lien could be filed; and (ii) a full and final unconditional lien waiver, in form acceptable to the Contractor, from each subcontractor and supplier to the Material Supplier for any portion of the Work, whereby such subcontractor or supplier waives and releases any right to further payment and/or to file a lien with respect to the Project. But the Material Supplier may furnish a bond satisfactory to Contractor to indemnify the Owner and the Contractor against any such lien.

In addition, final payment shall not be made until the Material Supplier has delivered to the Contractor, without additional cost, all required instructions, as-built drawings, user and other manuals, warranties, and other documentation as required by the General Contract.

Subject to the terms and conditions of this Agreement, final payment of the balance due under this Agreement shall be made to the Material Supplier within seven (7) calendar days after receipt by the Contractor of final payment from the Owner for the Material Supplier's Work.

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It is mutually agreed between the parties hereto, that no payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and that no payment shall be construed to be an acceptance of improper materials.

Final billing on this Agreement must be marked "**FINAL BILLING ON PROJECT".**

If notification of any claims have been made against the Material Supplier or the Contractor arising out of Materials furnished to the Project or any other project where the Material Supplier has an agreement with the Contractor, or otherwise on account of any failures by the Material Supplier in the performance of this Agreement or any other contract or agreement between the Material Supplier and the Contractor, the Contractor may, at its discretion, withhold from such amounts otherwise due or to be due hereunder a sum adequate to cover said claims and any costs or expenses arising or to arise in connection therewith, but not to exceed the greater of one hundred fifty percent (150%) of the sum of the claims, costs or expenses, pending legal settlement thereof or the amount determined in accordance with the terms of the General Contract. This right of the Contractor shall not be exclusive of any other rights of the Contractor herein or by law provided.

ARTICLE III – Other Provisions of the Agreement Between the Contractor and the Material Supplier:

18. Project Delivery Schedule: It is imperative that the initial, intermediate, and final delivery dates of the mutually agreed upon Delivery Schedule are met since time is of the essence.

If the Material Supplier requests to deliver Materials during periods of time other than the established normal work hours, Material Supplier shall do so at its own expense, and Material Supplier shall reimburse the Contractor for the Contractor's cost to maintain onsite supervision during such off hour work periods to accommodate the Material Supplier's request. The Material Supplier shall pay to the Contractor, and the Contractor's subcontractors and suppliers of any tier, all losses, claims, damages, costs and expenses, including without limitation costs, litigation, arbitration and mediation expenses, attorneys' fees and liabilities incurred in connection therewith, arising out of, resulting from, or in connection with, the Material Suppliers' failure to meet any of the delivery dates specified on the Delivery Schedule. This includes those periods of time when the Material Supplier is obligated to mitigate schedule delays which have occurred as a result of the Material Supplier's negligence.

19. Delivery Dates and Force Majeure: The schedule of delivery dates set forth in Rider D shall be effective in this Agreement. Time is of the essence. No extension of time of performance of this Agreement shall be recognized by the Contractor without the written consent of the Contractor. If, however, the Material Supplier is delayed in the performance of this Agreement for reasons beyond its control, then with timely notice the time of such performance shall be extended accordingly, provided the cause of the delay is of a type set forth in the General Contract which justifies an extension of time for completion of the General Contract. Notwithstanding anything in the Contract Documents to the contrary, in no event is the Material Supplier entitled to an extension of time for the Material Supplier's performance of this Agreement that is greater than the extension of time that the Contractor is entitled to receive under the General Contract based upon the cause and impact of the particular delay, and the Material Supplier shall not be entitled to compensation or damages for a delay unless the Contractor is entitled to receive compensation from the Owner for the particular delay.

20. Tolerances: The dimensions of all systems and components of the Project must be in compliance with the tolerances outlined in the General Contract. If tolerances are not addressed in particular, all systems and components must comply with the respective reference standard mentioned in the General Contract. The Material Supplier is fully responsible that the Material Supplier's systems and parts adapt and interface to other systems and parts of the Project. The Material Supplier is responsible for adaptation and interface of the Material Supplier's systems and components to variations in dimensions caused by environmental and site conditions during and after construction.

21. Notice: To give written notice to the Contractor of all claims for extras, for extensions of time and for damage for delays or otherwise in accordance with the General Contract, allowing the Contractor to give timely notice to the Owner. Timely notice shall mean within five (5) working days after the Material Supplier knew or should have known of the circumstances giving rise to any such claim, but in no event later than three (3) working days prior to the expiration of the relevant notice period in the General Contract. The Material Supplier's failure to give timely notice shall operate to waive and release all such claims. This is a material provision of this Agreement that shall be strictly enforced and is not subject to waiver by the Contractor.

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22. Governmental Requirements, etc.: The Material Supplier agrees to strictly comply with the requirements, indications, permissions, and restrictions issued by governmental authorities.

23. Entire Agreement: This Agreement, together with the Project Schedule and all Riders attached hereto and which are made a part hereof, constitutes the entire understanding and agreement of the parties and supersedes any prior quotations, proposals or agreements. The Material Supplier acknowledges that the terms of this Agreement were included in the Contractor's Special Requirements and/or Instructions to Bidders. The Material Supplier's performance of any Work on the Project, including, but not limited to, the preparation of shop drawings and other submittals or ordering or fabrication of materials, shall constitute the agreement of both the Contractor and the Material Supplier that the terms of this Agreement apply to the parties for the Project even if the Agreement has not been fully executed at the time any such Work by the Material Supplier is performed.

24. Conflict Provisions: In the event of any inconsistencies between the printed portion of this Agreement and the provisions of the Riders, the Riders shall govern and control.

25. Assignment of Contract: This Agreement may be assigned by the Contractor to the Owner. If this Agreement is now or hereafter assigned by the Contractor to the Owner, such assignment shall be effective only after termination of the Contract between the Owner and the Contractor and the written notification by the Owner to the Material Supplier of the Owner's acceptance of this Agreement. In such event, the Owner may enforce the obligations of this Agreement with the same force and effect as if enforced by the Contractor, and may perform the obligations of the Contractor, and the Material Supplier will accept such performance in lieu of performance by the Contractor and in satisfaction of the Contractor's obligations thereunder.

In the event this Agreement is assigned by the Contractor, the Material Supplier agrees that the Contractor may proceed directly against the Material Supplier for any losses or damages suffered by the Contractor by the non-performance by the Material Supplier of the Material Supplier's obligations under this Agreement, and the defense of lack of privity of Agreement shall not be raised and the Contractor shall be a third party beneficiary of this Agreement.

26. Applicable Law: This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the substantive laws that govern the General Contract and shall inure to the benefit of and be binding upon the parties hereto, its or their heirs, representatives, successors and assigns.

27. Dispute Resolution: Any dispute between the Contractor and the Material Supplier arising out of or relating to this Agreement, including the breach thereof, shall be resolved pursuant to such dispute resolution procedures and venue (if any) provided for in the General Contract.

28. Disputes Between the Parties: Notwithstanding anything to the contrary in Section 27 above, the parties agree that the Contractor may, in its sole discretion, elect to submit any dispute between the Contractor and the Material Supplier arising out of or relating to this Agreement, including the breach thereof, to (i) binding arbitration or (ii) litigation in a court of competent jurisdiction in the state where the Project is located. The Material Supplier hereby irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or relating to this Agreement. Unless the parties mutually agree otherwise, any arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration by the Contractor under this Section shall be made in writing to the Material Supplier and filed with the person or entity administering the arbitration. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based upon the claim. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

29. Warranties: The Material Supplier warrants and guarantees the Material or Work hereunder to the same extent that the Contractor is obligated to guarantee the Material or Work under the General Contract. This guarantee is in addition to, and not in limitation of, any other rights, remedies or warranties available to the Contractor under applicable law. The Material Supplier FURTHER EXPRESSLY WARRANTS THAT ITS MATERIAL WILL BE MERCHANTABLE, OF GOOD QUALITY AND WORKMANSHIP, FREE FROM DEFECT, MADE IN ACCORDANCE WITH ANY REQUIRED SPECIFICATIONS, AND FIT FOR THE PURPOSE INTENDED.

30. Termination: In addition to any other rights and remedies provided herein or by applicable law, the Contractor reserves the right to terminate this Agreement in whole or in part, or cure the Material Supplier's default and charge the cost thereof to the Material supplier, together with any liquidated or actual damages caused by a

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delay in the performance of this Agreement, if the Material or Work hereunder is defective, not in accordance with the General Contract, or not delivered on schedule, or if the Material Supplier breaches any term of this Agreement.

31. Contractor's Termination for Convenience. The Contractor may, without cause, order the Material Supplier in writing to suspend, delay or interrupt the delivery of the Material or Work hereunder in whole or in part for such period of time as the Contractor may determine. The Contractor may, at any time, terminate the Agreement for the Contractor's convenience and without cause. Upon receipt of written notice from the Contractor of such termination for the Contractor's convenience, the Material Supplier shall:

.1 cease operations as directed by the Contractor in the notice;

.2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Materials or Work hereunder; and

.3 except for the delivery of Materials or Work hereunder directed to be performed prior to the effective date of termination stated in the notice, terminate all existing contracts and purchase orders and enter into no further contracts and purchase orders.

In case of such termination for the Contractor's convenience, the Material Supplier shall be entitled to receive payment only for the actual delivery and acceptance by the Contractor of Materials or Work hereunder through the date of termination, and reasonable costs incurred by reason of such termination, but only to the extent provided in the General Contract.

32. Ownership of Plans and Specifications. The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect or the Contractor's other design professionals are Instruments of Service through which the Work to be executed by the Material Supplier is described. The Material Supplier may retain one record set if allowed by the terms of the General Contract. Neither the Material Supplier nor any sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or other design professionals, and unless otherwise indicated the Architect and other design professionals shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Material Supplier's record set (if any), shall be returned or suitably accounted for to the Architect or other design professionals at any time upon request, and upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and other design professionals, and copies thereof furnished to the Material Supplier, are for use solely with respect to this Project. Such Instruments of Service are not to be used by the Material Supplier, or any sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Contractor, Architect and other design professionals. The Material Suppliers, sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and other design professionals appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and other design professionals. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or other design professionals' copyrights or other reserved rights.

If the Material Supplier's Work includes the design of a building system, in addition to the construction of such system, in accordance with the plans, drawings, specifications, and performance design criteria for such system which are part of the General Contract and/or the Contract Documents (collectively, the "Design Standards"), then the Material Supplier shall be deemed the author of the Instruments of Service prepared by the Material Supplier, and will retain all common law, statutory and other reserved rights, in addition to the copyrights, in its respective Instruments of Service, unless otherwise required by the General Contract. If the Material Supplier is allowed to retain ownership of its Instruments of Service pursuant to the terms of the General Contract, the Material Supplier grants to the Contractor and the Owner a non-exclusive license to reproduce and use the Material Supplier's Instruments of Service solely in connection with the Project, including the Project's further development by the Owner and/or Contractor and others retained by the Owner and/or Contractor for such purposes. Such license shall extend to those parties retained by the Owner and/or Contractor for such purposes, including other design professionals. The Material Supplier shall obtain similar non-exclusive licenses from its design professionals.

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In the event the Contractor provides the Material Supplier with any computer-aided design ("CAD") files in connection with the Project, including, without limitation, Building Information Model ("BIM"), Revit®, or similar electronic model files (the "Model Files"), Contractor makes no warranty, guarantee or representation, either express or implied, as to the accuracy, suitability, sufficiency or completeness of the Model Files and information contained therein, nor does the Contractor warrant that the Model Files or the information contained therein will meet Material Supplier's requirements, or that the operation of such files will be uninterrupted or error free, regardless of its data format, methods of transmission or permitted uses. The Model Files and the information contained therein are furnished by and accepted by Material Supplier "AS IS," "WITH ALL FAULTS," and without any warranty whatsoever. All warranties of merchantability, fitness for any particular purpose, title and/or non-infringement are specifically excluded and disclaimed. The entire risk as to the quality, suitability, completeness, performance, or accuracy of the Model Files and the information contained therein is borne solely by the Material Supplier, including, without limitation, the risk that the Model Files are outdated. The Material Supplier acknowledges that the true and accurate record of the Drawings for the Project is the most recent signed or sealed copy of the Drawings, and that differences may exist between the Model Files and any corresponding signed or sealed copy of the Drawings. In the event that a conflict arises between any signed or sealed copy of the Drawings and the Model Files, the signed or sealed copy of the Drawings shall govern, and the Material Supplier assumes entire responsibility and liability for determining whether a conflict exists. The Material Supplier agrees to be bound by and comply with the terms of any electronic modeling document use agreement, or any similar agreement, between the Contractor and the Owner, Architect or their consultants.

33. Waivers of Claims: Subrogation: The Material Supplier waives all rights against (1)the Contractor, the Owner and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect or Engineer, the Architect's or Engineer's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by the property insurance obtained pursuant to the General Contract or other applicable property insurance, except such rights as it may have to the proceeds of such insurance. The Material Supplier shall require, by appropriate written agreement, the same waivers from all of its subcontractors, vendors and suppliers. The property insurance policies required by this Agreement, if any, must provide waivers of rights of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had or has an insurable interest in the property damaged.

The Contractor waives all rights against the Material Supplier and any of its respective subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent paid by the property insurance described in the General Contract, except such rights it may have to the proceeds of such insurance, if and only to the extent that the Owner and the Contractor have waived such subrogation rights against each other pursuant to the terms of the General Contract.

34. Labor: The Material Supplier shall not employ personnel, means, materials or equipment which may cause strikes, work stoppages or labor interferences. The Material Supplier agrees to be bound by any applicable Project Labor Agreement. The Material Supplier agrees to comply with, and assist the Contractor in the Contractor's compliance with, any subcontracting clause requirements of collective bargaining agreements and/or other labor agreements to which the Contractor is signatory and which are applicable to any portion of the Material Supplier's Work on the Project. The Material Supplier shall indemnify the Contractor for all costs, expenses and damages (including reasonable attorney's fees) incurred by the Contractor as a result of the Material Supplier's failure to comply with the terms of this Section.

35. Labor Harmony: In the event of a dispute between the Material Supplier and a labor organization, including, but not limited to, a claim by a labor organization that the Material Supplier fails to pay area standard wages and/or benefits, or a jurisdictional dispute among the trades for materials or work required or claimed under this Agreement, that, in the sole opinion of the Contractor, interferes with the Material Supplier's performance on the Project, the Contractor's performance as general contractor on the Project, or the business or reputation of the Project Owner or the intended tenants of the Project, the Contractor may terminate this Agreement upon three (3) days written notice to the Material Supplier and without any further obligation to the Material Supplier except to pay for materials or work actually provided by the Material Supplier to the Project through the date of termination, in accordance with the terms of this Agreement. The Contractor's right to terminate this Agreement pursuant to this provision shall not apply if the subject labor dispute is an industry-wide labor dispute or walk-out. Upon such termination, the Material Supplier shall do what is necessary to safeguard any Materials or Work delivered on the

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Project site, and perform no further deliveries or Work on the Project site. The Material Supplier shall leave on the Project site any Materials it has delivered to the site, provided that such materials comply with the requirements of this Agreement. The Contractor shall compensate the Material Supplier for such Materials or Work hereunder according to the terms of this Agreement. The Contractor shall have no obligation to pay the Material Supplier for any further Material or Work supplied if the Material Supplier continues to deliver Materials or Work contrary to the terms of this Section.

36. Independent Contractor: The Contractor and the Material Supplier agree that the Material Supplier shall deliver all Materials or Work under this Agreement as an independent contractor and not as an employee or agent of the Contractor. The Material Supplier represents and warrants to the Contractor that (i) prior to delivering any Materials or Work under this Agreement the Material Supplier has properly registered with the State of Minnesota pursuant to Minn. Stat. §§ 181.723 and 326B.701, unless the Material Supplier provides appropriate written confirmation that the Material Supplier is exempt from such registration, (ii) the Material Supplier shall comply with all provisions of Minn. Stat. §§ 181.723 and 326B.701 during the duration of this Agreement in order to maintain its status as an independent contractor, and (iv) the Material Supplier shall immediately notify the Contractor of any circumstance that may cause the Material Supplier to lose its status as an independent contractor under Minn. Stat. §§ 181.723 and 326B.701 during the duration of this Agreement. The Material Supplier is responsible to ensure compliance with the terms of this Section by any of its sub-suppliers to whom Minn. Stat. §§ 181.723 and 326B.701 apply. The Material Supplier shall indemnify the Contractor for all costs, expenses and damages (including reasonable attorney's fees) incurred by the Contractor as a result of the Material Supplier's failure to comply with the terms of this Section. All references to Minn. Stat. §§ 181.723 and 326B.701 in this Section shall mean the current versions of such §§ 181.723 and 326B.701 applicable on the date of this Agreement, including any replacement statute thereof.

37. Immigration Status Certification - The Material Supplier hereby represents to the Contractor and agrees, to the full extent required by applicable law:

1. that the Material Supplier is in compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.), as the same may be amended;

2. that the Material Supplier utilizes the E-Verify system (the "E-Verify Program") established by the Federal Department of Homeland Security (and/or any successor federal department thereto);

3. that the Material Supplier will promptly provide to the Contractor a separate written certification as to the truthfulness of the representations set forth in subprovisions 1 and 2 of this Section; and

4. that the Material Supplier will (i) obtain from all sub-subcontractors, of all tiers, that supply labor or services to the Project through Material Supplier, written certifications from such sub-subcontractors that they comply with the Immigration Reform and Control Act of 1986, as the same may be amended, and utilize the E-Verify Program, and (ii) deliver to the Contractor copies of such certifications as may be required by the Contractor from time to time in writing.

38. Weapons Prohibited: The Material Supplier and the Material Supplier's officers, employees, agents and sub-suppliers shall not possess weapons of any kind, including, but not limited to, guns and/or knives, on the site of the Project. The Material Supplier shall be solely responsible for enforcing the terms of this provision.

39. Professional Design Services: If the Material Supplier's Work includes, without limitation, the design of a building system in accordance with the plans, drawings, specifications, and performance design criteria for such system which are part of the General Contract and/or the Contract Documents (collectively, the "Design Standards"), the Material Supplier hereby accepts the Design Standards and acknowledges that such Design Standards are sufficient for the proper design and functioning of such building system. The Material Supplier agrees that (i) it and its employees and separate consultants are duly licensed to provide the design services required to be provided by this Agreement in compliance with applicable law in the jurisdiction where the Project is to be constructed and (ii) its design services and any Instruments of Service prepared pursuant to this Agreement shall be in compliance with all applicable laws, codes, ordinances, rules, regulations and professional standards, including, without limitation, the requirements of the Americans with Disabilities Act.

40. Mandatory Notification of Employee Rights under Federal Labor Laws: To the fullest extent required by applicable law and regulations, including but not limited to, Federal Executive Order 13496 (74 FR 6107, Feb. 4, 2009), the Material Supplier shall comply, and shall cause each of the Material Supplier's subcontractors and

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suppliers to comply, with 29 Code of Federal Regulations Part 471, as the same may be amended from time to time. The Employee Notice Clause set forth in 29 CFR Part 471, Appendix A to Subpart A, as amended from time to time, is hereby incorporated by reference into this Agreement.

41. Responsible Contractor: To the extent applicable, and to the full extent required by law, the Material Supplier (i) acknowledges that Minn. Stat. § 16C.285 shall be fully incorporated herein by reference and (ii) shall comply with all provisions of Minn. Stat. § 16C.285, including, without limitation, verifying under oath to Contractor the Material Supplier's compliance. The Material Supplier is responsible to ensure compliance with the terms of Minn. Stat. § 16C.285 by all of its subcontractors to whom Minn. Stat. § 16C.285 applies. The Material Supplier shall indemnify the Contractor for all costs, expenses and damages (including reasonable attorney's fees) incurred by the Contractor as a result of the Material Supplier's failure to comply with the terms of this Section. The Material Supplier's failure to comply with this Section shall constitute a material breach of this Agreement. All references to Minn. Stat. § 16C.285 in this Section shall mean the current version of such § 16C.285 applicable on the date of this Subcontract, including any replacement statute thereof.

42. Enforceability and Interpretation: If any provisions of this Agreement shall be unlawful, void or for any reason unenforceable, they shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement. The Contractor and the Material Supplier acknowledge and agree that they have participated jointly in the negotiation and drafting of the Agreement. If an ambiguity or question of intent or interpretation arises, the Agreement is to be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

MATERIAL SUPPLIER		**Kraus-Anderson® Construction Company** CONTRACTOR	
By		By	
Title		Title	Project Manager
Federal Tax #		Federal Tax #	41 08 08 757
State Tax #		State Tax #	90 541 04

RIDER "A"
SCOPE OF WORK

The Work of the Agreement shall include the following, without limitation: *(Here describe Work covered by this Agreement).*

1. To furnish and deliver F.O.B. all the material (the "Material") necessary to complete in all respects the following portions of the work included in the General Contract as the Contractor is required by the General Contract to do, namely:

   , all in accordance with the entire set of Contract Documents set forth in Rider C.

2. The following items are not the responsibility of the Material Supplier and are **excluded** from the Work of the Agreement:

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RIDER "B"
CONTRACT PRICE

1. Contract Price: The Contract Price is a stipulated lump sum of Dollars ($), subject to adjustment only as provided in the Agreement.

2. Contract Price Summary:

3. The Material Supplier agrees that, except as otherwise approved by the Contractor, percent (%) of the amounts due under each Application for Payment shall be retained by the Contractor.

4. Unit Price Provisions: Unit prices stated herein shall be applicable and available to the Contractor at Contractor's sole discretion until the date of final payment under the Agreement, or until such later date as provided in the Contract Documents. Except as otherwise provided in the Contract Documents, unit prices shall include all miscellaneous and incidental material, labor, equipment, compensation, delivery, general conditions, benefits, overhead, profit, bonds, permits, shop drawings, small tools and taxes:

5. Alternates: The following alternates are included in the Agreement, and if selected by the Contractor in writing shall be incorporated into the Work of the Agreement and shall increase or decrease the Contract Price pursuant to the amounts set forth below:

SAMPLE

RIDER "C"
CONTRACT DOCUMENTS LIST

The Contract Documents include, without limitation, the following:

1. Except as modified by the terms of the Agreement, the Contractor's Special Requirements/Instructions to Bidders:

2. Specifications:

3. Addendums:

4. Drawings:

SAMPLE

RIDER "D"
DELIVERY SCHEDULE

1. Subject to the provisions of the Agreement, the Material Supplier shall complete the Work in accordance with the following Delivery Schedule:

   Specifically, the Material Supplier shall prepare and deliver Shop Drawings, Product Data, Samples and similar required submittals to Contractor no later than calendar days after the date of the Agreement.

2. Subject to the provisions of the Agreement, the Material Supplier shall have Material ready for delivery to the jobsite within the following number of calendar days after review of Shop Drawings, Product Data, Samples and/or similar required submittals and/or as directed by Contractor's project manager or project superintendent. Time is of the essence.

Deliveries	Scope/Items	# of calendar days from approval of Shop Drawings, Product Data, Samples and/or similar required submittals
Initial		
Intermediate		
Final		

SAMPLE

RIDER "E"
SWORN CONSTRUCTION STATEMENT

Subcontractor's Name: _____

Project: _____

Items of work and/or materials	Furnished by Laborers, Material Suppliers and Subcontractors (Name of Company)	Contact Person	Phone #	Total Contract	Net of Previous Payments	Net Amount of this Payment	Balance Due (including retainage)
Total							

State of
County of

The undersigned being first duly sworn as subcontractor for the above referenced Project deposes and says that the foregoing are the names and correct contact information of all parties having contracts or subcontracts with the undersigned for specific portions of the work on the Project or material furnished by or through the undersigned to the Project, and the amounts due and to become due to each of such parties; that the items mentioned include all labor and material required to complete the undersigned's work on the Project; that there are no other contracts outstanding; and that there is nothing due or to become due from the undersigned to any person for material, labor or other work of any kind other than as above stated.

Subcontractor Name Here

_____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

_____

SAMPLE

RIDER "F"
PAYMENT AND PERFORMANCE BONDS

1. Performance and Payment Bond: The Material Supplier shall obtain and furnish to the Contractor and maintain in effect during the life of this Subcontract, a Payment and Performance Bond on the forms attached hereto as Rider F-1 and F-2 (or substitute forms acceptable to the Contractor providing equivalent terms and conditions), with sureties acceptable to the Contractor, in an amount equal to the Subcontract Price, conditioned upon and covering the faithful performance of, payment of obligations arising under, and compliance with all the terms, provisions and conditions of this Subcontract, including, but not limited to, any warranties required by the Contract Documents for Work performed by the Material Supplier, the premium therefor to be paid by the Material Supplier. The Performance and Payment Bonds shall provide (i) for additions or deductions from the Work in any amount; and (ii) that no notice of any aforesaid additions or deductions need be given to the surety. In addition, the sureties shall be authorized to conduct business in the state in which the Work is being performed and any surety and any reinsuring companies shall be listed in the current Department of the Treasury Circular No. 570, with an underwriting limitation equal to or greater than the penal sum of the Bonds to be furnished.

2. Check One: ☐ Bonds Required

☐ Bonds Not Required

SAMPLE

RIDER F-1

MATERIAL SUPPLIER PAYMENT BOND

Material Supplier (full name and address) as Principal:

_____
(full legal name)

_____
(address)

Surety (full name and address):

_____
(company name)

_____
(address)

Contractor holding Agreement with Principal as Obligee:

_____
(company name)

_____
(address)

Bond Number _____

Bond Penal Sum $ _____

Material Supplier has entered into a written Contract Agreement dated _____ with Obligee (such Contract Agreement, as it may be amended from time to time, being hereinafter called the "Contract Agreement") to perform the work described in the Contract Agreement on the _____ project located at _____ (the "Project") Material Supplier and Surety, jointly and severally, hereby bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the performance of the Contract Agreement, which is incorporated herein by reference.

Whereas the Contract Agreement provides that Obligee may order changes to the Work of Material Supplier, and in the event of such changes to the Work, Surety agrees that no change, extension of time, alteration, addition, or other modification of the terms of the said Contract Agreement, or in the said work to be performed, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, and other modifications. In addition, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Contract Agreement without the necessity of notice to the Surety.

If the Material Supplier promptly makes payment for all sums due Claimants (as defined below), and defends, indemnifies and holds harmless Obligee from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is or is alleged to be for payment for labor, materials or equipment provided in connection with or to the performance of the Contract Agreement, then the Surety and Material Supplier shall have no obligation under this Bond. Otherwise, this Bond shall remain in full force and effect, subject to the following conditions:

1. Claimant is defined as an individual or entity who: (1) provides labor, materials or equipment for the performance of the Contract Agreement and who provides such labor, material or equipment pursuant to a direct

SAMPLE

contract with Material Supplier, or (2) could assert a claim under an applicable mechanic's lien or similar statute, or (3) has rights, directly or indirectly, arising out of the provision of such labor, materials or equipment against the Obligee or a surety of the Obligee, if any.

2. Every Claimant who has not been paid in full before expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials or equipment were provided by such Claimant, may sue on this Bond, and prosecute the suit to final judgment for such sum or sums as may be justly due Claimant. Obligee shall not be liable for the payment of any costs or expenses, including attorneys' fees, of any such suit.

3. The Surety's obligations under this Bond shall arise after the Claimant has furnished a written notice of non-payment to the Material Supplier, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or the equipment was, furnished or supplied or for whom labor was done or performed within one (1) year after having last performed or last furnished materials or equipment included in the Claim; and having sent the claim notice to the Surety at the address listed on the first page of this Bond.

4. When a Claimant has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense: (1) send an answer to the Claimant with a copy to Obligee within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (2) pay or arrange for prompt payment of any undisputed amounts.

5. Obligations of Surety shall not be affected by any changes or alterations which may be made to the terms of the Contract Agreement or the work to be performed, any time extensions granted for the performance of the Contract Agreement, or any forbearance on the part of Obligee. Surety hereby waives notice of such extensions of forbearance, and of any change to the Contract Agreement.

6. Surety shall not be liable to Obligee or Claimants in excess of the Bond Penal Sum, as such Bond Penal Sum may be adjusted as provided herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against all or any part of the Project and/or the land on which the Project is located, whether or not a claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____, _____.

Material Supplier as Principal:

_____
(Company Name) (seal)

Signature: _____

Print Name: _____ **Title:** _____

Surety:

_____
(Surety) (seal)

Signature: _____

Print Name: _____ **Title:** _____

(Bonds must include a notarized Power of Attorney authorizing the above signature on behalf of Surety)

SAMPLE

RIDER F-2

MATERIAL SUPPLIER PERFORMANCE BOND

Material Supplier (full name and address) as Principal:

_____
(full legal name)

_____
(address)

Surety (full name and address):

_____
(company name)

_____
(address)

Contractor holding Agreement with Principal as Obligee:

_____
(company name)

_____
(address)

Bond Number _____

Bond Penal Sum $ _____

Material Supplier has entered into a written Contract Agreement dated _____ with Obligee (such Contract Agreement, as it may be amended from time to time, being hereinafter called the "Contract Agreement") to perform the work described in the Contract Agreement on the _____ project located at _____ (the "Project"). Material Supplier and Surety, jointly and severally, hereby bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the performance of the Contract Agreement, which is incorporated herein by reference.

Whereas the Contract Agreement provides that Obligee may order changes to the Work of Material Supplier, and in the event of such changes to the Work, Surety agrees that no change, extension of time, alteration, addition, or other modification of the terms of the Contract Agreement, or in the said work to be performed shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, and other modifications. In addition, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Contract Agreement without the necessity of notice to the Surety.

If the Material Supplier performs the Contract Agreement including, but not limited to, any warranties and guaranties required under the Contract Agreement, then the Surety and Material Supplier shall have no obligations under this Bond; otherwise, it shall remain in full force and effect subject to the following conditions:

1. Whenever Material Supplier shall be and is declared to be in default by Obligee under the Contract Agreement, Surety shall, within 15 days following receipt of such written declaration, take one of the following actions:

   a. Arrange for the Material Supplier, with the consent of Obligee, to complete the Work of the Contract Agreement; or

   b. Complete the Contract Agreement through its agents or contractors in accordance with the Contract Agreement's terms and conditions; or

SAMPLE

c. Obtain a bid or bids from qualified suppliers acceptable to Obligee for completing the Contract Agreement in accordance with its terms and conditions. Upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by Obligee and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as Work progresses, sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the Bond Penal Sum. The term "cost of completion" includes, without limitation, responsibilities of Material Supplier for correction of defective Work and completion of the Contract Agreement, Obligee's legal and design professional costs resulting from Material Supplier's default, and all damages recoverable under the Contract Agreement, including any delay damages; or

d. Waive its right to complete the Work under the Contract per options 1.a – 1.c above and reimburse the Obligee the amount for which the Surety is liable.

2. The term "balance of the Contract Price" as used in 1.c. above and 4. below, shall mean the total amount payable by Obligee to Material Supplier under the Contract Agreement and any amendments thereto, less the amount paid by Obligee to Material Supplier.

3. After Obligee has provided Surety with written notice of the Material Supplier's default, and during the investigatory period and any subsequent period before the commencement of work under 1. a-c, Obligee may take action pursuant to the Contract Agreement to mitigate the damages caused by the Material Supplier's default. To the extent that Obligee performs obligations under the Contract Agreement during this period (the "Mitigation Work") Obligee shall be entitled to deduct the Cost of the Mitigation Work from the balance of the Contract Price.

4. Any proceeding, legal or equitable, under this Bond must be instituted before the expiration of the time period in which suits may be brought under the Contract Agreement by Obligee in the jurisdiction where the Contract Agreement is to be performed, such period to be computed from the later of (1) the date of Material Supplier Default, or (2) the date the Surety refuses or fails to perform its obligations under this Bond, or (3) the date of substantial completion of the Project.

5. No right of action shall accrue on the Bond to or for the use of any person or corporation other than Obligee named herein or the heirs, executors, administrators, or successors of the Obligee.

6. Obligations of Surety shall not be affected by any changes or alterations which may be made to the terms of the Contract Agreement or the work to be performed, any time extensions granted for the performance of the Contract Agreement, or any forbearance on the part of Obligee. Surety hereby waives notice of such extensions or forbearance, and of any change to the Contract Agreement.

7. Surety shall not be liable to Obligee in excess of the Bond Penal Sum, as such Bond Penal Sum may be adjusted as provided herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SAMPLE

Signed and sealed this _____ day of _____, _____.

Material Supplier as Principal:

_____
(Company Name) (seal)

Signature: _____

Print Name: _____ **Title:** _____

Surety:

_____
(Surety) (seal)

Signature: _____

Print Name: _____ **Title:** _____

(Bonds must include a notarized Power of Attorney authorizing the above signature on behalf of Surety)

RIDER "G"
ADDITIONAL CONTRACT REQUIREMENTS

The Material Supplier agrees to the following additional requirements applicable to the Agreement:

1. Additional Insureds: The Material Supplier shall cause its Commercial General Liability Insurance (including Completed Operations coverage), Umbrella Excess Liability, and Contractor's Pollution Liability (if required herein, and including Completed Operations coverage) as described in Section 14 of the Agreement, to be endorsed to name the Owner and any other party that the Contractor is required under the General Contract to name as an additional insured on the Contractor's insurance, as an Additional Insured as required by the terms of the General Contract, including, without limitation, the following parties:

   Such Insurance shall be primary insurance without recourse to or contribution from any similar insurance carried by the Owner or such other parties required to be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to such Additional Insured. The policy shall not contain any provision, definition, or endorsement that would serve to eliminate third-party action over claims. The Additional Insured status required by this paragraph must be reflected on the Material Supplier's Certificate of Insurance to the Contractor, including, but not limited to, any renewals of such required insurance.

2. Subcontract Payment Management System: Unless otherwise directed or authorized by the Contractor in writing, the Material Supplier shall submit (a) its Applications for Payment, (b) all supporting documentation required by Section 17 of the Agreement and (c) any other documentation required by the Agreement or General Contract to be submitted with an Application for Payment (the "Payment Documents") to the Contractor electronically using the GCPay™ Subcontract Payment Management System (the "SPM System"). In order to use the SPM System, the Material Supplier must go to the GCPay™ website at *https://www.gcpay.com/* and follow all of the terms, conditions and instructions regarding the use of the SPM System.

   In addition to, and in conjunction with, all of the terms and conditions applicable to the SPM System, by using the SPM System, the Material Supplier, which includes all of its authorized users, acknowledges and agrees (a) not to contest the validity or enforceability of any electronic document electronically signed by the Material Supplier because the document and signature are in electronic form; (b) it is fully and completely responsible for the security of the Material Supplier's SPM System user accounts and accepts and assumes any and all risk of unauthorized access to such user accounts; (c) the Contractor may rely upon its receipt of any electronically signed document from the Material Supplier as having been authorized by, and legally binding upon, the Material Supplier; and (d) any authorized user electronically signing any documents on the Material Supplier's behalf has the full, sufficient and continuing power, authorization and right to bind the Material Supplier with respect to any such documents.

   By submitting any information required by Section 36 of the Subcontract through the SPM System, which identifies the name, address, and contact information for each and every subcontractor and supplier of the Material Supplier for the Material Supplier's Work; a general description of the scope of work and/or items of material provided or to be provided by each such subcontractor and supplier; the then current total contract amount for each such subcontractor and supplier; the amount actually paid by the Material Supplier to each such subcontractor and supplier to date; and the balance owed to each such subcontractor and supplier, the Material Supplier certifies as follows:

   > "The Material Supplier's authorized representative, being first duly sworn as Material Supplier for the referenced Project, deposes and says that the information supplied includes the names and correct contact information of all parties having contracts or subcontracts with the Material Supplier for specific portions of the Material Supplier's work on the Project, or material furnished by or through the Material Supplier to the Project, and the amounts due and to become due to each of such parties; that the items mentioned include all labor and material required to complete the Material Supplier's work on the Project; that there are no other contracts outstanding; and that there is nothing due or to become due from the Material Supplier to any person for material, labor or other work of any kind on the Project, other than as so stated."

SAMPLE

The Contractor does not in any way warrant or guarantee any portion of the GCPay™ website or the SPM System. In no event shall the Contractor or its respective officers, directors, employees, agents or representatives be liable to the Material Supplier or its lower tier subcontractors and material suppliers for damages of any kind, including, without limitation, direct, indirect, compensatory, special, incidental, punitive, or consequential damages, whether in contract, tort, or other theory, arising out of or in connection with the use, inability to use or performance of the GCPay™ website or the SPM System. The sole and exclusive remedy available to the Material Supplier and its lower tier subcontractors and material suppliers for any failure of the GCPay™ website or the SPM System shall be a claim against GCPay™.

To the fullest extent permitted by law, the Material Supplier waives, and shall hold harmless and indemnify the Contractor from and against, all claims, causes of action, costs, expenses and damages (including reasonable attorney's fees) arising out of or resulting from the use of the GCPay™ website or the SPM System by the Material Supplier.

3. Field Measurements and Checks: The Material Supplier agrees to perform field measurements and necessary checks of the existing systems and all prior work performed by the Contractor or other Material Suppliers for adaptability and compliance with specified tolerance limits prior to start of the Material Supplier's installation.

4. Discrepancies: The Material Supplier shall communicate and demonstrate any discrepancies or noncompliance with specified tolerance limits to the Contractor immediately.

5. Weekly Progress Meetings: The Material Supplier agrees to attend Job Progress Meetings and provide information associated with the Material Supplier's Work required by the Contractor's Project Managers and Superintendent.

6. Damages: To the extent the Contractor pays the Owner any liquidated damages defined in the General Contract, the Material Supplier shall indemnify and hold the Contractor harmless from any such liquidated damages resulting from the Material Supplier's failure to perform the Material Supplier's obligations under this Subcontract, including, without limitation, the Material Supplier's failure to complete the Material Supplier's Work by the dates or durations specified in the Project Schedule. The Material Supplier's obligations under this paragraph are without prejudice to, or the waiver of, the Contractor's right to terminate this Subcontract and without in any manner prejudicing, waiving, reducing, liquidating or otherwise affecting the Contractor's claims for any other damages for which the Material Supplier is liable or any other right or remedy now or hereafter available to the Contractor under this Subcontract, at law, in equity or otherwise.

7. As-Built Drawings: The Material Supplier shall, at the completion of the Work, furnish to the Contractor (a) one (1) complete set of as-built drawings in addition to the required number of sets set forth in the General Contract neatly marked to show such changes in the Materials or Work hereunder as may be incorporated into the Work during the course of construction, and (b) all necessary maintenance manuals and instructions and operating instructions in appropriate and usable form for all equipment supplied to and incorporated into the Work. One (1) set of all maintenance manuals and operating instructions shall be submitted in computer readable PDF file format. All as-built drawings are to be submitted on reproducible sepias, and one (1) set shall be submitted in computer readable PDF file format. The Material Supplier shall certify in writing to the Contractor that said "As-Built Drawings" delivered to the Contractor constitute an actual and accurate representation of all of the Material or Work hereunder as furnished.

8. Business Auto Liability Insurance: Notwithstanding anything in this Agreement to the contrary, the minimum limits of the Material Supplier's Business Auto Liability Insurance which the Material Supplier is obligated to provide under this Agreement shall be $500,000 if the Agreement Price is in the amount of $100,000 or less, and the Material Supplier obtains the prior written consent of the Contractor, which consent may be withheld by the Contractor based upon, among other things, the nature of the work and the Contractor's evaluation of the Material Supplier's insurer.

9. Sales Tax Exemption: The Subcontractor shall, and shall ensure that all of its subcontractors and material suppliers shall, execute and deliver to Contractor a Materials and Supplies Contractor's Tax Statement in the form attached as Exhibit G-1 with respect to any and all materials and supplies purchased for the Project, and shall further provide any other documentation that may be reasonably requested by the Contractor or Owner in order for the Owner to request a sales/use tax refund from the Minnesota Department of Revenue for purchases of materials and supplies used in connection with the construction of

SAMPLE

a qualified project under Minn. Stat. Ch. 297A. The Subcontractor shall indemnify the Contractor and Owner for all costs, expenses and damages (including reasonable attorney's fees) incurred by the Contractor or Owner as a result of the Subcontractor's failure to comply with the terms of this Section.

SAMPLE

EXHIBIT G-1

Materials and Supplies Contractor's Tax Statement

Qualifying Entity: _____

Project Name: _____

Project Number: _____

Based upon a review of our records for the project in question, it has been determined that the following amounts were paid in sales and/or use taxes:

Purchase Period	**Taxable Cost**	**MN Tax Paid**	**Local Tax Paid**
_____	$_____	$_____	$_____

The amounts listed have been paid on the project or that portion of the project which directly relates to a fire station and police station, including access roads, lighting, sidewalks, and utility components, on or adjacent to the property on which the fire station or police station are located that are necessary for safe access to and use of those buildings in the city of Edina (the Edina Fire Station #2).
This tax amount is for building materials and supplies used in and equipment incorporated into the construction, reconstruction, upgrade, expansion, or remodeling of the Edina Fire Station #2 and does not include any amounts paid for any other equipment or machinery purchased or leased by us.

SAMPLE

Our MN Identification Number is : _____

Company Name : _____

Address : _____

_____

Phone : _____

I (We) declare under the penalties of criminal liability for willfully making a false claim that this statement has been examined, and, to the best of my (our) knowledge and belief, is true and complete.

Name:_____ **Title :** _____

Signature :_____ **Date :** _____

RIDER "H"
ADDITIONAL GOVERNMENTAL, AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND DISADVANTAGED BUSINESS REQUIREMENTS

1. Federal Contractor Requirements. The Material Supplier acknowledges that the Contractor, as a federal government contractor, is subject to various federal laws, executive orders, and regulations regarding equal employment opportunity and affirmative action which may also be applicable to the Material Supplier, and that all applicable equal employment opportunity and affirmative action requirements shall be incorporated herein as required by federal laws, executive orders, and regulations including, but not limited to 41 C.F.R. Sections 60-300.5, 61-300.10, and 60-741.5 (the "Requirements").

   The Material Supplier agrees to comply with all of the Requirements and to incorporate the Requirements in its own agreements to the extent required by law.

   To the extent applicable, the Contractor incorporates by reference 29 Code of Federal Regulations (C.F.R.) Part 471, Appendix A to Subpart A, and FAR 52.222-54.

2 VEVRAA Requirements. **To the full extent required by law, Material Supplier shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

3. Disabled Persons Requirements. **To the full extent required by law, the Contractor and the Material Supplier shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

4. Federal Minimum Wage Requirements. To the extent applicable, and to the full extent required by law, the Material Supplier acknowledges that Executive Order 13658, "Establishing a Minimum Wage for Contractors," and 29 C.F.R. Part 10, shall be fully incorporated herein by reference, including, but not limited to, the "Contract Clause" referenced in 29 C.F.R. § 10.21 and Appendix A to 29 C.F.R. Part 10 (the "Federal Minimum Wage Requirements"). The Material Supplier agrees to comply with all applicable Federal Minimum Wage Requirements and to fully incorporate the applicable Federal Minimum Wage Requirements in its own agreements to the extent required by law, including, without limitation, the applicable record-keeping requirements set forth in 29 C.F.R. § 10.26. Without limiting any of the Contractor's other rights or remedies under the Agreement or at law, the Material Supplier's compliance with this section shall be a condition of payment under the Agreement.

5. Federal Paid Sick Leave Requirements. To the extent applicable, Executive Order 13706 - Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The full contract clause is available from Appendix A to 29 CFR Part 13. As required by law, any payments due to Material Supplier pursuant to this contract are conditioned upon Material Supplier including this paid sick leave contract clause in any lower-tier subcontracts.

6. Additional Requirements. Rider H-1, if any, is attached hereto and incorporated into the Agreement and Rider H by reference, and contains additional federal, state, and/or local governmental requirements and/or affirmative action, equal employment opportunity, non-discrimination or disadvantaged business requirements pertaining to the Agreement.

7. Indemnity. The Material Supplier shall indemnify the Contractor for all costs, expenses and damages (including reasonable attorney's fees) incurred by the Contractor as a result of the Material Supplier's failure to comply with the terms of this Rider H.

SAMPLE

REQUEST FOR COUNCIL ACTION

Meeting Date: February 10, 2026			
Requester: KW CA Approval: CV	Advisory Board/Commission ☐	Open Forum ☐	
	Award of Bid ☐	Other: ☐	
	Consensus Motions f ☒	Public Hearing ☐	
	Department: ☐		
Title: Approve Ordering the Fire Department Vehicle included in the 2026 – 2030 Capital Improvement Plan and 2026 – 2035 Vehicle and Equipment Replacement Fund			

BACKGROUND

As part of the annual Capital Improvement Plan (CIP), the Oakdale City Council adopts a 10-year schedule identifying the anticipated cost, trade-in value, and replacement timing for City vehicles and equipment included in the Vehicle and Equipment Replacement Fund (VERF). The Plan, along with vehicle and equipment purchases for the following year, is approved at the first City Council meeting in December.

Staff is requesting City Council approval of the 2026 Fire Department vehicle replacement for the Fire Station 1 Duty Vehicle project. This replacement was previously approved in the 2026–2035 Vehicle and Equipment Replacement Plan with an estimated cost of $80,400. Following a review of available inventory and specifications, staff has identified a suitable vehicle that meets operational requirements for a total cost of $69,632 which includes vehicle light package, communication radio and computer to integrate with Washington County dispatch. Per City Policy FR-011: Purchasing, Council approval is needed for this amount; however, this purchase will not require going through the bid process as it is through a State contract.

To ensure best value and expedite the purchasing process, staff will utilize cooperative purchasing programs when available. These programs, including those administered by the State of Minnesota, allow the City to benefit from economies of scale through competitively bid contracts that comply with State procurement regulations. If a vehicle is not available through a cooperative program, staff will follow the Uniform Municipal Contracting Law pursuant to Minnesota Statute 471.345.

FINANCIAL CONSIDERATIONS

The budgeted amount for the Fire Department Station 1 Duty Vehicle is a not to exceed amount of $80,400. The net purchase price is $69,632 for the replacement vehicle and a trade-in credit of $10,000 for a total purchase price of the new vehicle of $59,632, which is within approved budget.

CITY COUNCIL ACTION REQUESTED

It is requested that the City Council approve ordering a Fire Department vehicle in the amount of $59,632 as part of the Fire Department vehicles identified for replacement in 2026, as outlined in the 2026-2035 Vehicle and Equipment Replacement Fund.

Attachment

2026 - 2035 Vehicle & Equipment Plan

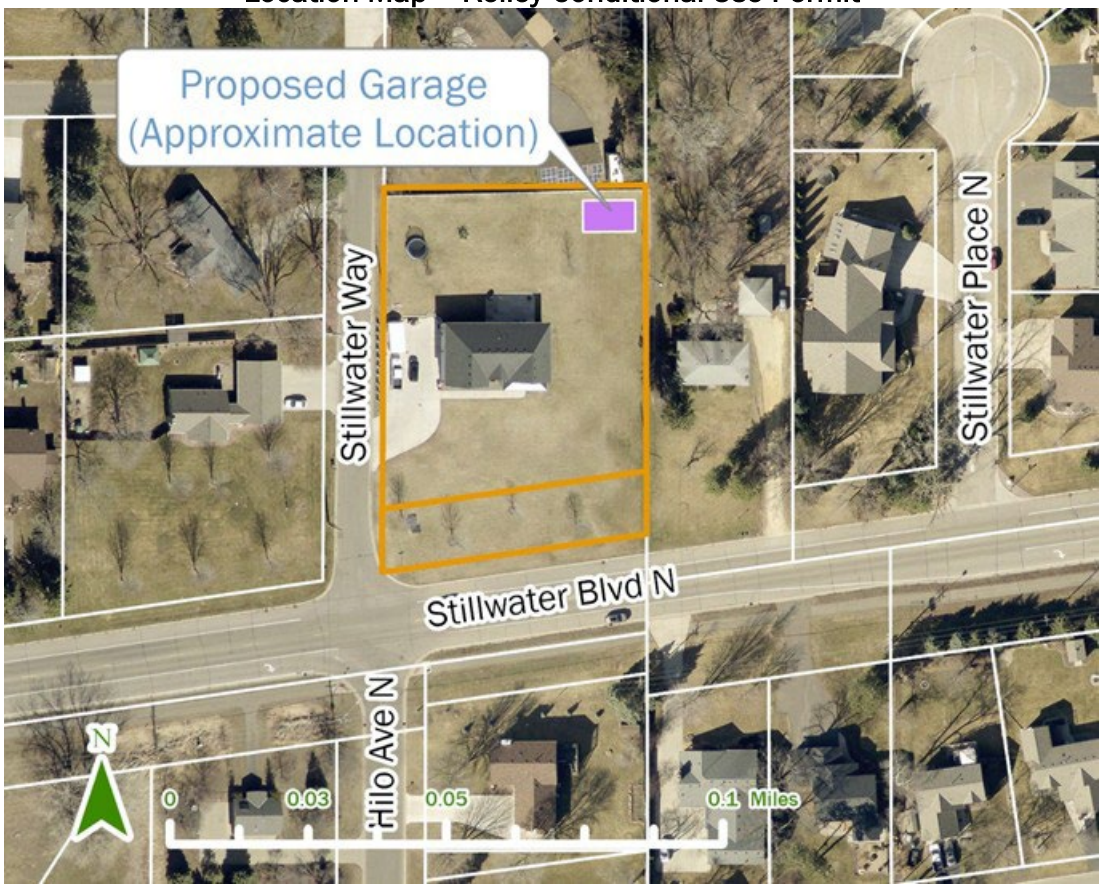
REQUEST FOR COUNCIL ACTION

Meeting Date: February 10, 2026			
Requester: ML CA Approval: CV	Advisory Board/Commission ☐	Open Forum ☐	
	Award of Bid ☐	Other: ☐	
	Consensus Motions ☐	Public Hearing ☐	
	Department: Community Development a ☒		
Title: Kelley Conditional Use Permit – Oversized Accessory Structure (Private Garage) at 7684 Stillwater Way North			

BACKGROUND

Jenna Kelley, the property owner and applicant, is proposing an oversized additional private garage at 7684 Stillwater Way North. The proposed private garage would have two floors with a gross floor area of 2,100 square feet. The parcel is approximately one acre in size. There is an existing, attached private garage on the property. The applicant does not intend to extend the existing driveway to the proposed structure. Second private garages and oversized accessory structures are allowed through the Conditional Use Permit (CUP) process.

Location Map – Kelley Conditional Use Permit



PLANNING COMMISSION RECOMMENDATION

The Planning Commission held the required public hearing for the request at their regular meeting on November 6, 2025. The property owner was in attendance. Seven neighbors spoke in opposition to the request, citing concerns about the height and size of the structure, proximity to the solar panels installed at 7680 Stillwater Way North, lack of a driveway for the proposed garage, potential for commercial use, potential for the structure to be converted to a dwelling unit, and the appearance of the structure.

The Planning Commission recommended approval of the CUP request.

ADDITIONAL INFORMATION

This CUP request was submitted while the City was concurrently working on a series of updates to the Zoning Ordinance. This request was tabled to the January 13, 2026 City Council meeting, and subsequently tabled to the City Council meeting on February 10, 2026, to allow staff additional time to review the application and conduct research. The Zoning Ordinance amendments went into effect on January 30, 2026, and include provisions that affect this request. Specifically, there are new requirements that limit the size of an additional private garage or accessory building to 1,500 square feet in size and 25 feet in height. The conditions of Resolution 2026-11 have been updated to reflect these changes. As part of the conditions of approval, the applicant must comply with the new criteria of the Zoning Ordinance amendments.

CITY COUNCIL ACTION REQUESTED

It is requested that the City Council waive reading and adopt Resolution 2026-11, Approving a Conditional Use Permit for an Oversized Accessory Building (Second Private Garage) at 7684 Stillwater Way North, with conditions included in the attached resolution.

Attachments

Development Checklist
Planning Commission Report
Applicant's Narrative
Applicant's Site Plan
Resolution 2026-11

Development Checklist

7684 Stillwater Way North - Conditional Use Permit

Project name	Kelley Conditional Use Permit
Proposed use	Oversized Accessory Structure (Garage)
Existing site conditions	Residential property
Site access	Existing access off Stillwater Way North
Zoning	R-1 (Large Lot Detached Residential)
Comprehensive Plan guidance	Low Density Residential
Is a Comprehensive Plan amendment required?	No
Any Zoning approvals anticipated?	None beyond the CUP request
Any Subdivision approvals anticipated?	No
Potential deviations from City Code (if a PUD)?	No
Any Variances requested?	No
Any financial incentives from the City being requested by the developer?	No
Has the developer met with the City's Development Review Committee?	No, but the application was reviewed by the DRC on Wednesday, October 22, 2025
Has the developer submitted a formal application?	Yes
Any anticipated environmental impacts?	None
Has the developer met with the Planning Commission?	The request was heard as a public hearing item on November 6, 2025, by the Planning Commission
Other jurisdiction approvals required	None identified

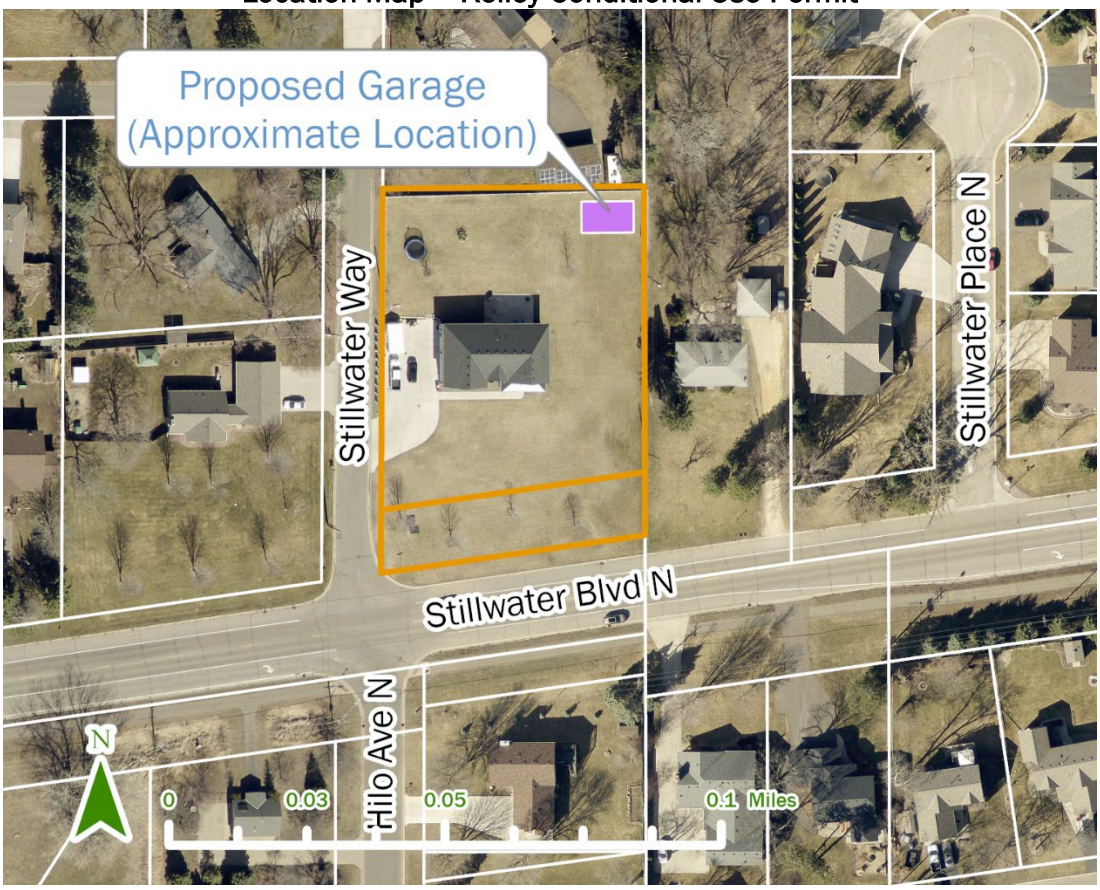
PLANNING COMMISSION REPORT

To:	Oakdale Planning Commission
Meeting Date:	November 6, 2025
Applicant:	Jenna Kelley
Location:	7684 Stillwater Way North
Request(s):	Conditional Use Permit for an Oversized Accessory Structure (Garage)
Prepared/Presented:	Max Lohse, Community Development Specialist

LOCATION & REQUEST DETAILS

Jenna Kelley, the property owner and applicant, is proposing an oversized additional garage at 7684 Stillwater Way North. The proposed garage would have two floors with a gross floor area of 2100 square feet. The parcel is approximately one acre in size. There is an existing, attached garage on the property. The applicant does not intend to extend the existing driveway to the proposed structure. Second garages and oversized accessory structures are allowed through the Conditional Use Permit (CUP) process.

Location Map – Kelley Conditional Use Permit



COMPREHENSIVE PLAN DESIGNATION

The subject property is guided Low Density Residential per the City's 2040 Comprehensive Plan.

ZONING DISTRICT REQUIREMENTS

The subject property is zoned R-1 (Large Lot Detached Residential). In accordance with Sec. 25-09-201 of the City's Zoning Ordinance, single-unit dwellings are allowed one attached or detached garage on the same lot. In addition to one garage, single-unit dwellings are allowed a secondary accessory building up to 200 square feet in size. There is an existing garage on the property in question and the proposed accessory building has a gross floor area of 2100 square feet, exceeding the 200 square foot maximum. Exceptions to these provisions are allowed through approval of a Conditional Use Permit.

The designations of the surrounding property are displayed in the table below:

Orientation	Comprehensive Plan	Zoning District	Existing Use
North	Low Density Residential	R1 – Large Lot Detached Residential	Single Family Residential
South	Low Density Residential	R2 – Low Density Residential	Single Family Residential
East	Low Density Residential	R1 – Large Lot Detached Residential	Single Family Residential
West	Low Density Residential	R1 – Large Lot Detached Residential	Single Family Residential

ANALYSIS

The zoning ordinance states the following (Sec. 25-03-301(a)):
A conditional use is a permitted use that is allowed only when it is shown that the use meets certain general and specific standards related to the proposed conditional use.

All conditional uses must meet seven (7) general criteria in order for a permit to be approved. This allows the City to review the potential impact(s) the use may have and ensure that the use is consistent with the vision for the area in the City's Comprehensive Plan.

General Criteria for Granting a Conditional Use Permit. The general criteria for granting a conditional use permit (applicable to all conditional use permit requests) is listed in Section 25-03-302(c) of the Zoning Code. The conditional use is evaluated according to the following criteria:

(1) The conditional use will be in conformity with the City's comprehensive plan and with the purpose, intent and applicable standards of this Ordinance.

- **The use is in conformity with the City's Comprehensive Plan, as the property is guided low-density residential and accessory structures are permitted in residential zoning districts, provided certain conditions are met. If the applicant obtains approval for this CUP request, and subsequently obtains a building permit, the proposed use would be compliant. This condition is met.**

(2) The conditional use shall be located, designated, maintained and operated to be compatible with the existing or intended character of that zoning district in which it is located.

- **The accessory structure is located in a residential area where similar structures are present on nearby properties. Approval of this request should not alter the residential character of the area.**
- **As stated in the applicant's narrative, the accessory structure will be used for recreational storage. No commercial or industrial activities are proposed to occur in the structure.**
- **Given the large size of the proposed garage and the presence of multiple levels, there is potential for concern with the garage being used as a dwelling unit. As a result, staff is proposing a condition that prohibits the use of the garage as a dwelling unit.**

- The applicant will need to submit a building permit showing the construction style that will be used and to confirm final dimensions of the accessory structure, including the height of doors. The height of the garage door as shown in the applicants plans, 14 feet, exceeds the maximum allowed height of ten feet. As a result, the applicant will need to update the plans for the building permit.
- This condition is met.

(3) The use shall not be hazardous, detrimental or disturbing to present and potential surrounding land uses due to noise, glare, smoke, dust, odor, fumes, water pollution, vibration, general unsightliness or other nuisances.

- The use, a garage for residential and recreational storage, is not anticipated to create nuisance effects.

(4) The use shall not create traffic congestion, unsafe access or parking needs that will cause inconveniences to the adjoining properties.

- The proposed location of the structure meets setback requirements and should not affect any traffic congestion or parking needs. This condition is met.

(*5) The use shall be served adequately by essential public services, such as streets, police, fire protection and utilities.*

- The proposed accessory building can be served by existing electricity and water utilities. The property is adequately served by public services, and the accessory structure will not require additional services beyond those that can be provided by existing utilities. This condition is met.

(6) *The use shall not create excessive additional requirements at public cost for public facilities and services and shall not be detrimental to the economic welfare of the city.*

- The accessory structure should not create any additional requirements at public cost. This condition is met.

(7) The use shall preserve and incorporate the site's natural and scenic features into the development design and cause minimal adverse environmental effects.

- The property in question is 1 acre in size, and the accessory structure should not significantly impact any natural features on the site and is not anticipated to cause any adverse environmental effects. This condition is met.
- The property would still be compliant with the R-1 District's maximum impervious surface limit of 25% if the garage was built as proposed.

60-DAY RULE

Application Complete: October 16, 2025
60-Day Review Deadline: December 15, 2025
Extension Granted To: N/A
Planning Commission Meeting: November 6, 2025
Expected City Council Action: November 25, 2025

ROLE OF THE PLANNING COMMISSION

The role of the Planning Commission is to hold a public hearing and review the Conditional Use Permit request as it relates to the Comprehensive Plan and Zoning Ordinance requirements and provide a recommendation to the City Council.

The purpose of the public hearing is to gather additional information from affected parties for the Planning Commission's consideration. While this information may help inform the Commission's recommendation, the recommendation must be based on the City's adopted policies and ordinances to ensure valid findings of fact.

RECOMMENDATION

Staff has determined that this Conditional Use Permit for an additional, oversized accessory structure (second garage) meets the review criteria of the City's Ordinance. Staff recommends approval of the Conditional Use Permit with conditions listed in the draft resolution.

MOTION

Motion to recommend approval of the Conditional Use Permit for an oversized accessory structure (second garage) at 7684 Stillwater Way North.

I am looking to build a storage garage in my back yard. This will provide my family with extra space to store outdoor recreational items, allowing the property to maintain a well kept appearance and safety from theft. Please consider this allowing this space. Thank you.

L O T

N89°30'26"E 178.73

10 ±1

Garage

6

10 ±

L O T 1

PROPOSED BUILDING

EXISTING HOUSE

CONCRETE WALK

N00°05'13"E 259.67

S00°05'13"E 227.79

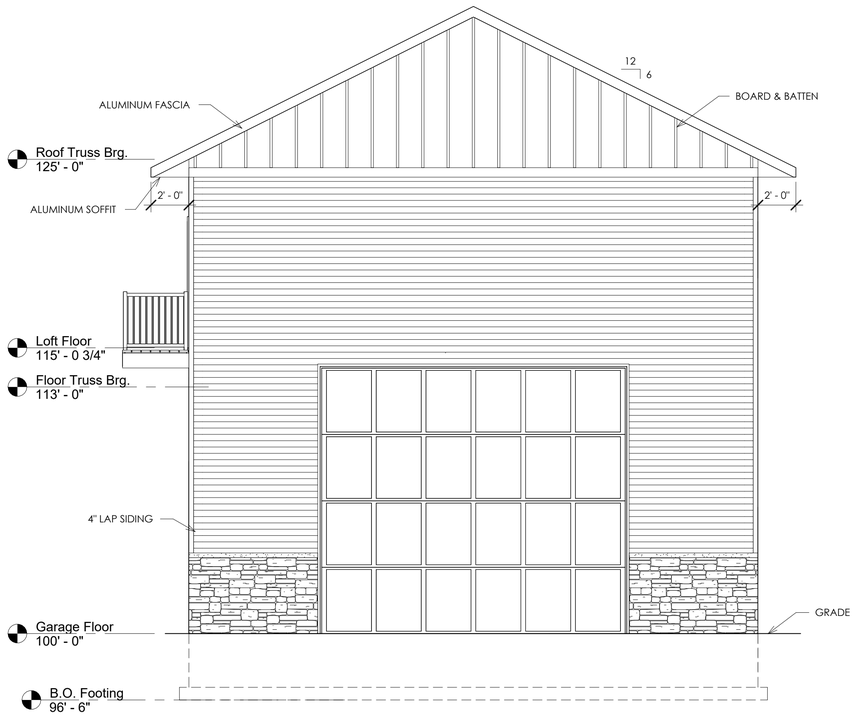
S89°54'55"W 150.00

OUTLOT O

93.34

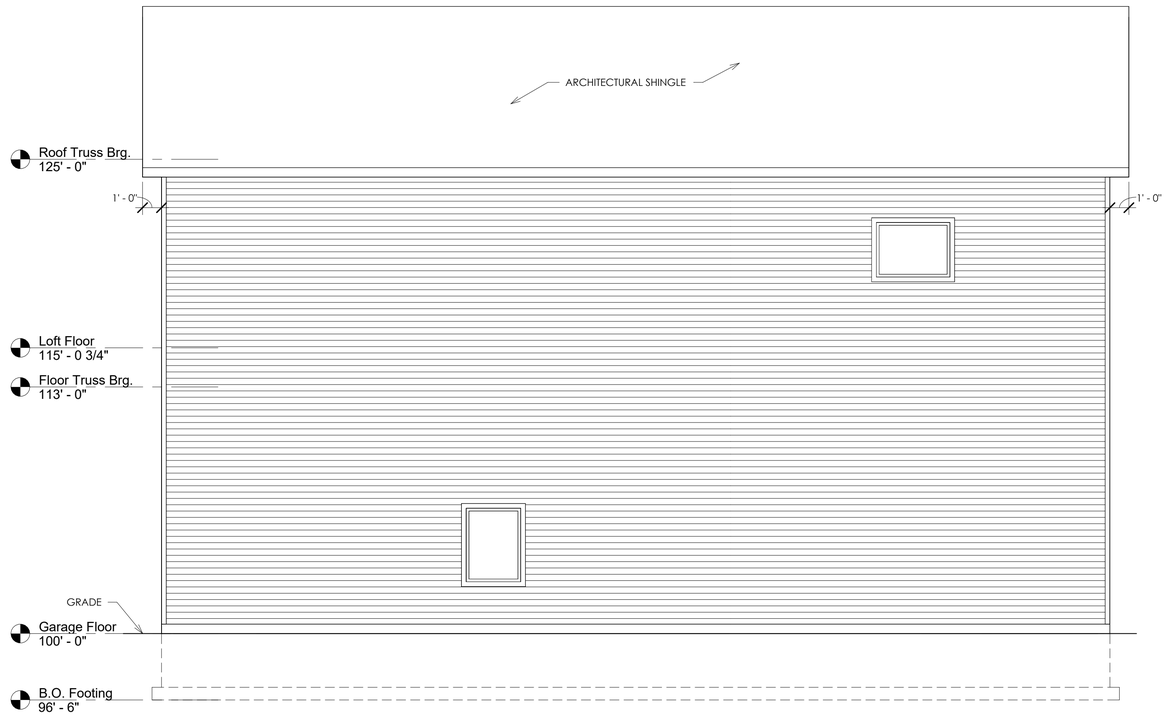
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STILLWATER BOULEVARD



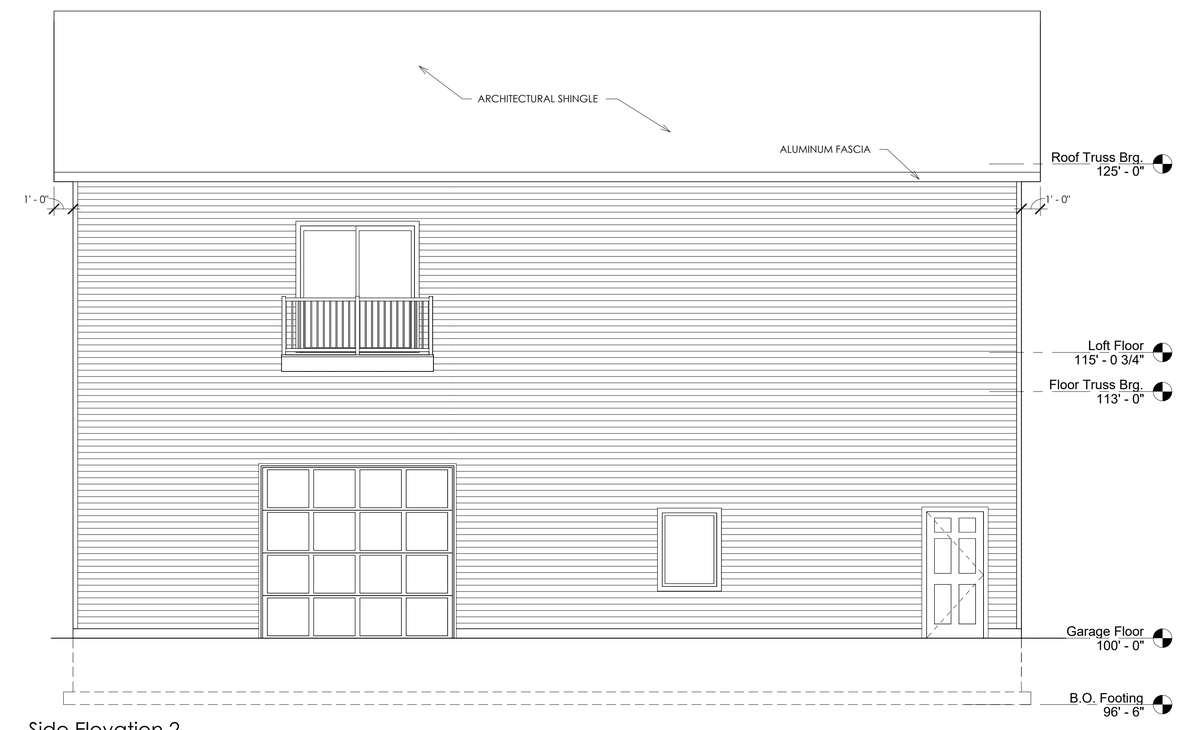
① Front

1/4" = 1'-0"



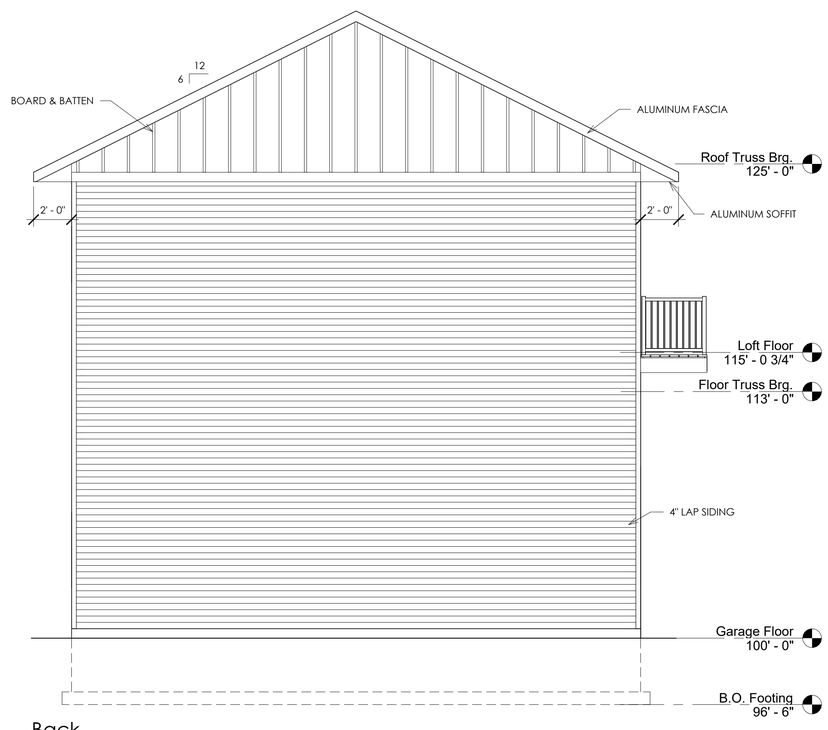
② Side Elevation 1

1/4" = 1'-0"



③ Side Elevation 2

1/4" = 1'-0"



④ Back

1/4" = 1'-0"

K.D.S

612-483-4593

7684 STILLWATER WAY N
OAKDALE, MN 55128

No.	Description	Date

OAKDALE

GARAGE

Elevations

Project number	Project Number
Date	05/28/2025
Drawn by	SWK
Checked by	Checker

A1

Scale 1/4" = 1'-0"

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GENERAL EXTERIOR NOTES:

1. ALL EXTERIOR TRIM TO BE FLASHED PER CODE.
2. GRADE CONDITIONS MAY VARY ON SITE
3. ALL PENETRATIONS THROUGH EXTERIOR WALLS OR ROOFING MUST BE SEALED AND FLASHED PER MANF. SPECIFICATIONS AND IRC CODE REGULATIONS
4. PROVIDE EXTERIOR LIGHTING AT FRONT AND REAR ENTRY TO ILLUMINATE THE STAIRS AS PER CODE.

GENERAL NOTES:

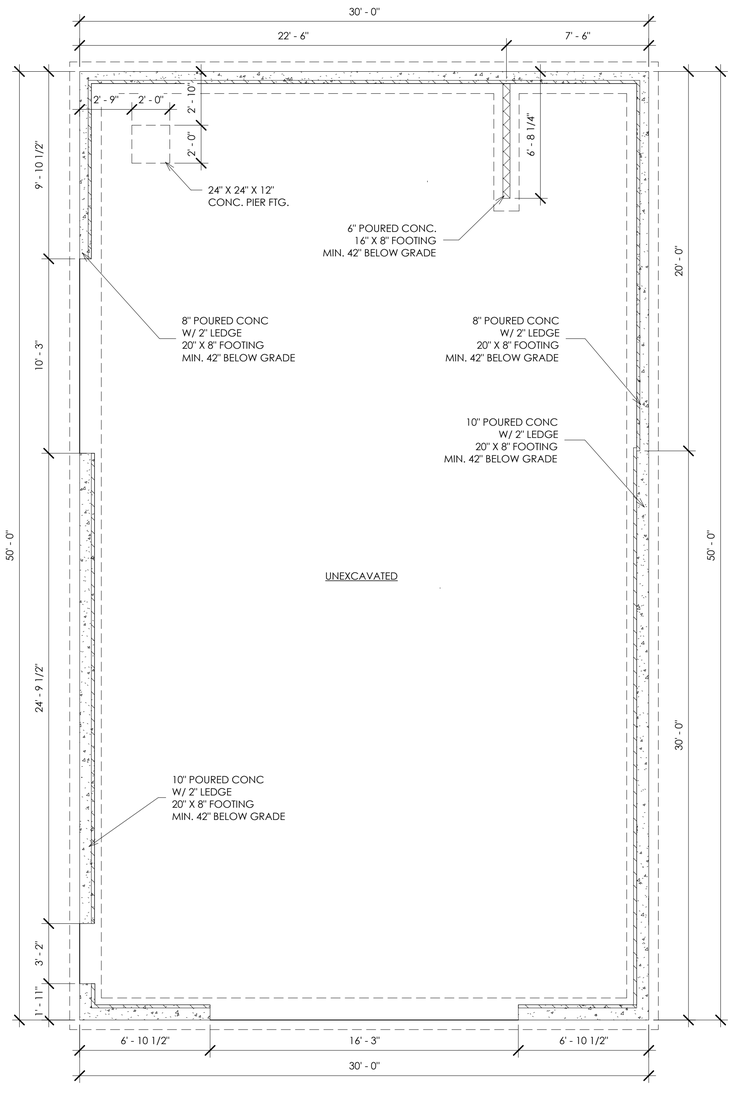
1. ALL DOOR AND WINDOW HEADERS TO BE S.P.F. #2 OR BETTER, SEE PLANS FOR SIZES
2. BUILDING WILL BE BUILT PER CURRENT I.R.C CODES
3. VERIFY GRADES AND ADJUST FOUNDATION/ FOOTING STEPS AS NEEDED.
4. THICKENED SLAB FND. PER PLAN
5. FLOOR PLAN DIMENSIONS ARE TO FACE OF SHEATHING AND FOUNDATION
6. ALL TRADES & SUPPLIERS TO REVIEW & VERIFY INFORMATION PERTINENT TO THEIR WORK AND NOTIFY CONTRACTOR OF ANY
7. ALL WALLS MORE THAN 10' H. TO BE S.P.F.N. #2 OR BETTER.
8. EXTERIOR ELEVATIONS ARE CONCEPTUAL ONLY: HOME SITE, FILL AND TOPOGRAPHY WILL DICTATE ACTUAL GRADES AND MAY VARY FROM THOSE SHOWN ON THE PLAN.
9. NOTE: SUBFLOOR JOINTS SHALL BE STAGGERED FROM FLOOR TRUSS OR JOISTS JOINTS.
10. NOTE: WINDOW FALL PROTECTION PER R312.1

GENERAL FRAMING NOTES:

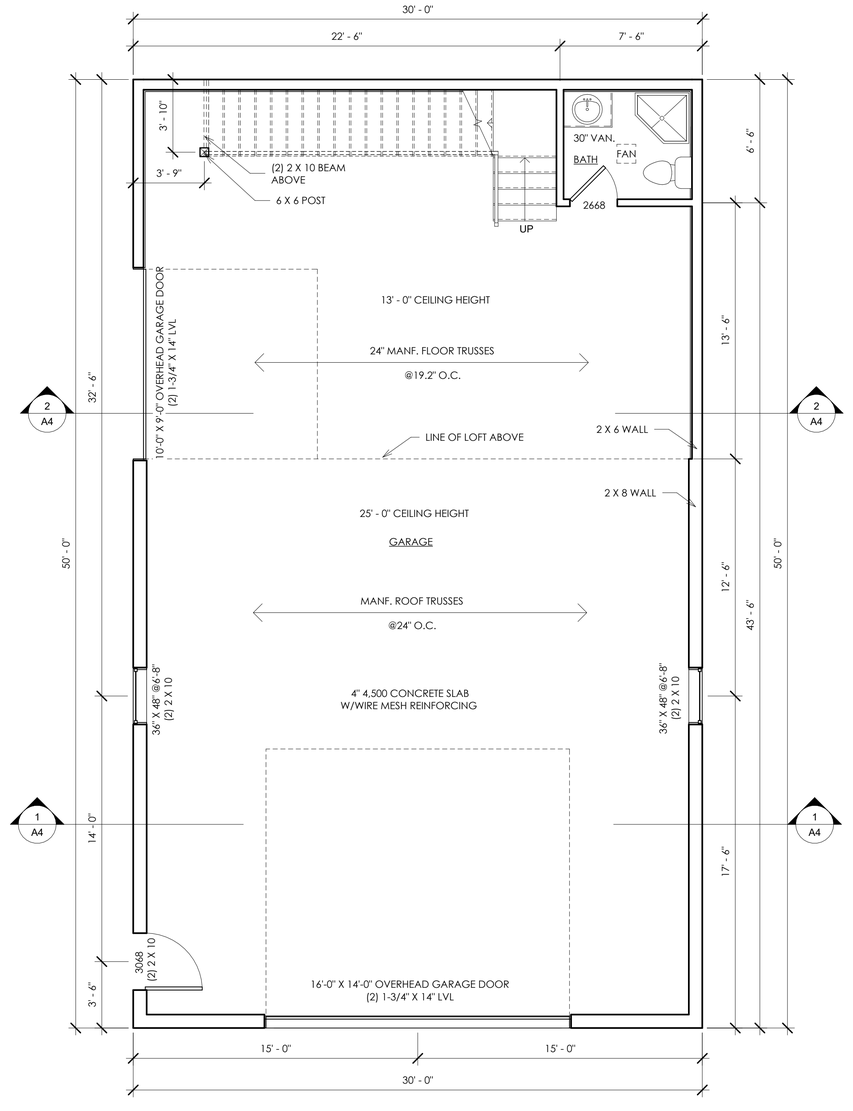
1. ALL NON-BEARING FRAMING IS TO BE 16" O.C. UNLESS OTHERWISE NOTED.
2. ALL WALLS TO HAVE DOUBLE TOP PLATE UNLESS OTHERWISE NOTED.
3. ALL EXTERIOR WALLS ARE TO BE 2 X 6 WOOD STUDS WITH 7/16" OSB SHEATHING, UNLESS OTHERWISE NOTED.
4. ALL INTERIOR WALLS ARE TO BE 2 X 4 WOOD STUDS UNLESS OTHERWISE NOTED.

STRUCTURAL NOTES:

1. ALL HEADERS TO BE SUPPORTED BY A MIN. OF 1 TRIMMER (UNLESS OTHERWISE NOTED).
2. ALL TO HAVE AT LEAST (1) KING STUD (UNLESS NOTED)
3. BLOCKING @ ROOF & FLOOR PLAN PER TRUSS MANF.
4. ALL HANGERS & CONNECTIONS PER TRUSS MANF., SUPPLIERS & CONTRACTOR.
5. ALL EXTERIOR SHEATHING TO BE 7/16" OSB SHEATHING & NAILED PER CODE (MAY BE REFEREED TO AS 1/2" NOMINAL THICKNESS.
6. ROOF DECKING TO 1/2" NOMINAL (OF 15/32") OSB DECKING W/CLIPS, NAILED TO ROOF FRAMING W/MIN.. 8D COMMON NAILS, 6" O.C. @EDGES/12"O.C. @ FIELD.
7. FLOOR DECKING TO BE 3/4" PLYWOOD DECKING, NAILED OR SCREWED TO FLOOR SYSTEM PER CODE W/ADHESIVE PER SPEC. (OR) MIN. 6D COMMON NAILS 6" O.C. @EDGES/12" O.C. @FIELD (CODE MINIMUM.



② Foundation
1/4" = 1'-0"



① Garage Floor Plan
1/4" = 1'-0"

K.D.S

612-483-4593

7684 STILLWATER WAY N OAKDALE, MN 55128

No.	Description	Date

OAKDALE GARAGE

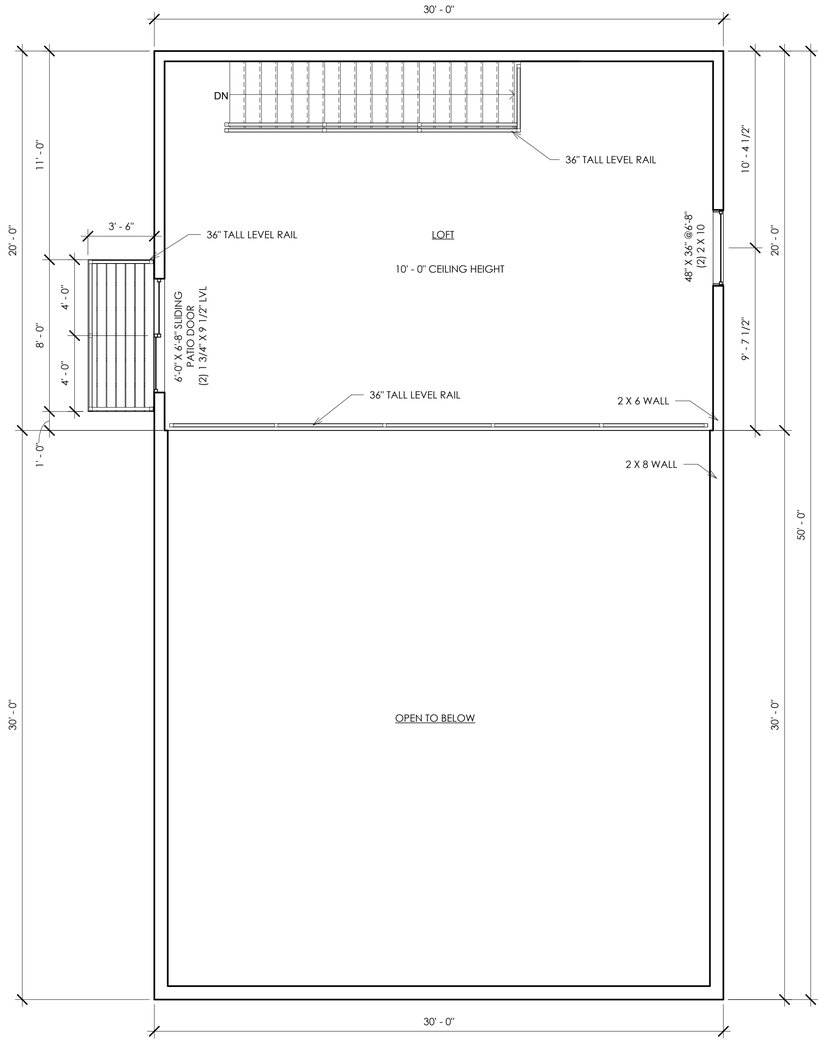
Foundation/Garage Floor Plan

Project number	Project Number
Date	05/28/2025
Drawn by	SWK
Checked by	Checker

A2

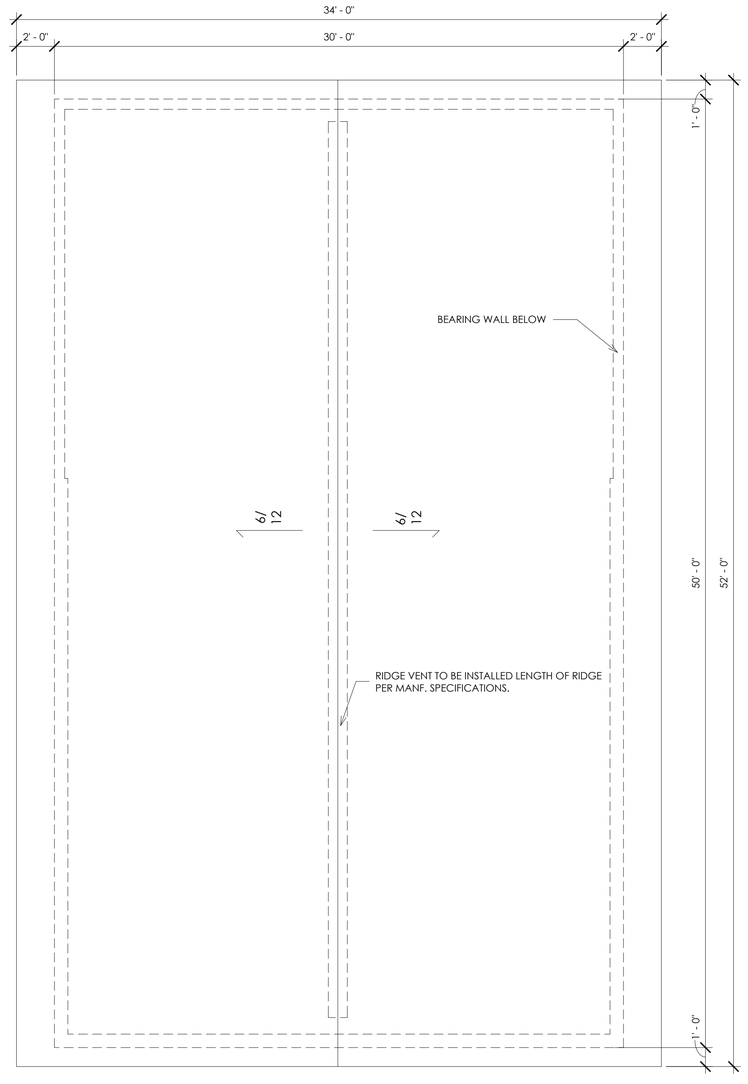
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② Loft Floor

1/4" = 1'-0"



① Roof Plan

1/4" = 1'-0"

K.D.S

612-483-4593

7684 STILLWATER WAY N
OAKDALE, MN 55128

No.	Description	Date

OAKDALE
GARAGE

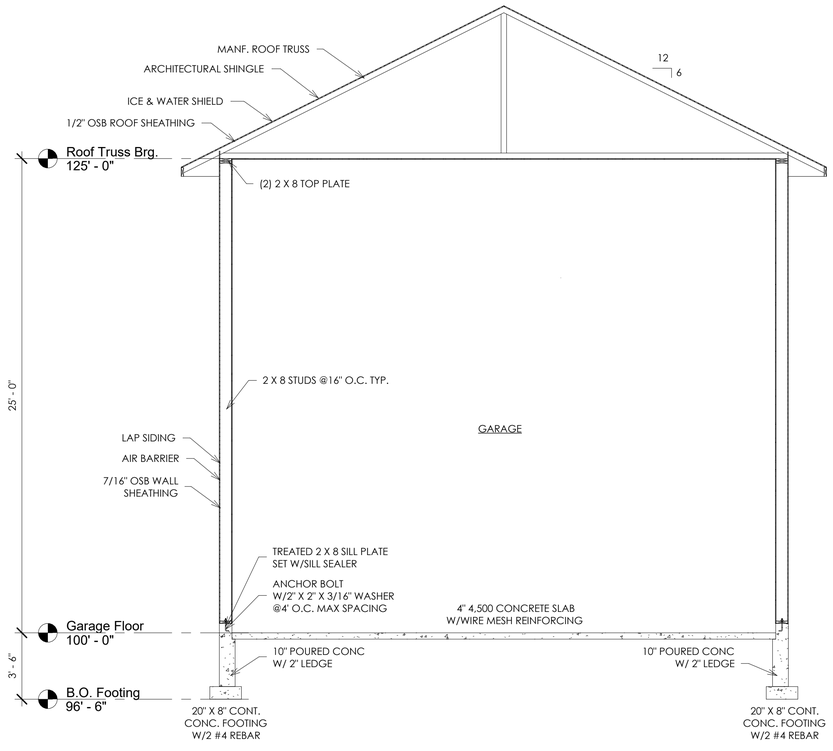
Loft/Roof Plan

Project number	Project Number
Date	05/28/2025
Drawn by	SWK
Checked by	Checker

A3

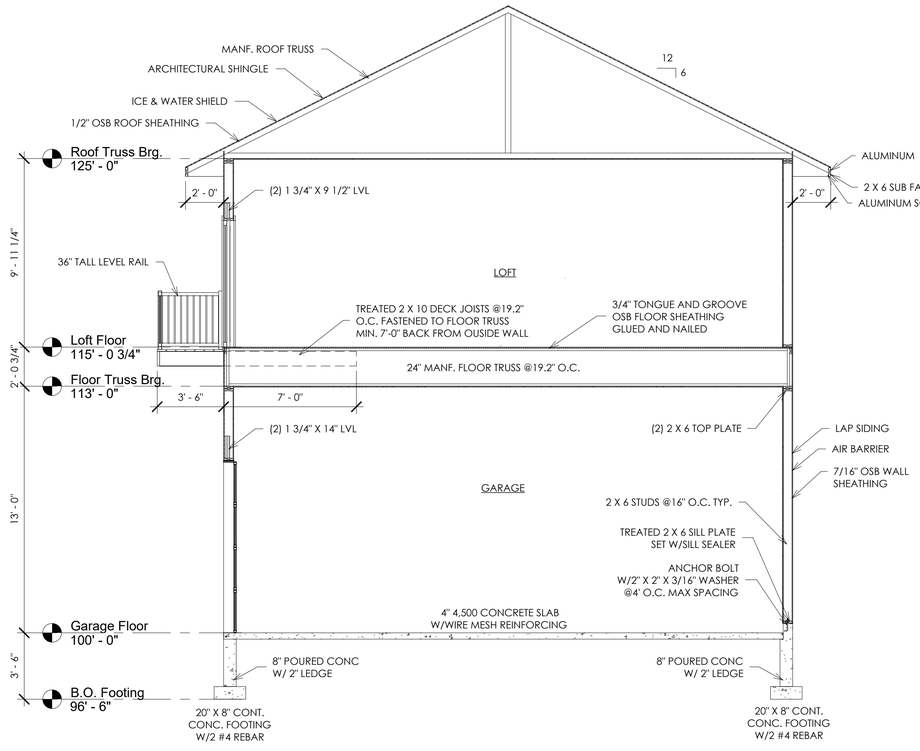
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1 Section Through Garage

1/4" = 1'-0"



2 Section Through Loft

1/4" = 1'-0"

K.D.S

612-483-4593

768 OAKDALE, MN 55128 STILLWATER WAY N

No.	Description	Date

OAKDALE

GARAGE

Building Sections

Project number	Project Number
Date	05/28/2025
Drawn by	SWK
Checked by	Checker

A4

Scale 1/4" = 1'-0"

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CITY OF OAKDALE
RESOLUTION 2026-11

APPROVING A CONDITIONAL USE PERMIT FOR AN OVERSIZED ACCESSORY BUILDING (SECOND PRIVATE GARAGE) AT 7684 STILLWATER WAY NORTH SUBJECT TO CONDITIONS

At a meeting of the City Council of the City of Oakdale held on Tuesday, February 10, 2026, at Oakdale City Hall, 1584 Hadley Avenue North, Oakdale, Minnesota, with the following members present: Mayor Kevin Zabel; Council Members Kari Moore, Andy Morcomb, Gary Severson, and Katie Wrich, and the following members absent: None, the Oakdale City Council resolved:

WHEREAS, Jenna Kelley has requested a Conditional Use Permit for an oversized accessory building (second private garage); and

WHEREAS, the property is zoned R-1 and contains an existing single-family dwelling and an attached private garage, and an oversized accessory building may be allowed via Conditional Use Permit; and

WHEREAS, the Conditional Use Permit was submitted while the City was concurrently working on updates to the Zoning Ordinance; and

WHEREAS, included in the zoning updates were changes to Section 25-09-201 concerning the criteria for obtaining a Conditional Use Permit for an oversized accessory building; and

WHEREAS, on November 6, 2025, the Planning Commission held the required public hearing and recommended approval of the Conditional Use Permit application with conditions; and

WHEREAS, as of November 6, 2025, the Planning Commission had not yet considered the potential changes to Section 25-09-201; and

WHEREAS, the City Council, at their regular meeting on December 10, 2025, tabled the Conditional Use Permit request until January 13, 2026, to allow staff additional time to review the application and conduct research; and

WHEREAS, on January 8, 2026, the Planning Commission conducted a public hearing on the zoning updates, including the proposed changes to Section 25-09-201, and recommended approval of the zoning updates; and

WHEREAS, the City Council, at its regular meeting on January 13, 2026, further tabled the Conditional Use Permit application until February 10, 2026, to allow additional time to consider amendments to the Zoning Chapter in the City Code, including the potential amendments to Section 25-09-201; and

WHEREAS, on January 27, 2026, the City Council adopted Ordinance No. 959, which adopted the zoning updates, including the changes to Section 25-09-201; and

WHEREAS, Ordinance No. 959 became effective on January 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakdale hereby approves the Conditional Use Permit for an oversized accessory building (second private garage) at 7684 Stillwater Way North (Legal Description: Lots 1 and C, Eberhard Subdivision, Washington County, Minnesota) subject to the following conditions:

1. The structure shall be set back at least ten (10) feet from rear and side property lines.
2. The structure shall not exceed 1,500 square feet in gross floor area.
3. The structure shall not exceed 25 feet in height.
4. The structure shall not be used as a dwelling unit.
5. Garage doors shall not exceed ten (10) feet in height.
6. A building permit must be obtained for the use.
7. Removal of any existing temporary accessory structures on site.
8. No commercial activities shall occur within the structure.

Voting in Favor: Mayor Zabel; Councilmembers Moore, Morcomb, Severson, and Wrich

Voting Against: None

Resolution duly seconded and passed this 10th day of February, 2026.

_____

Attest: Kevin Zabel, Mayor

_____

Sara Ludwig, City Clerk

REQUEST FOR COUNCIL ACTION

Meeting Date: February 10, 2026			
Requester: HD CA Approval: CV	Advisory Board/Commission ☐	Open Forum ☐	
	Award of Bid ☐	Other: ☐	
	Consensus Motions ☐	Public Hearing ☐	
	Department: Community Development b ☒		
Title: Approval of Final Park Plans and Final Park Budget for City Project P2026-04 (Helmo Station Park)			

BACKGROUND

Enclave Companies, a North Dakota and Minneapolis-based developer, is building a 112-unit rental townhome development, a 262-unit multifamily apartment building, and a 2.83-acre public park (Helmo Station Park) within the Helmo Station Planned Unit Development (HS-PUD). The HS-PUD is intended to be a transit-oriented mixed-use neighborhood with a new City park, multifamily housing, employment uses, and retail destinations centered around one of the two Gold Line Bus Rapid Transit (BRT) stations in Oakdale.

On November 26, 2024, the City Council approved a Planned Unit Development Amendment, Preliminary Plat, and Site Plan for the project. On May 27, 2025, the City Council approved the Final Plat and a highway noise variance. On June 10, 2025, the City Council approved the Development Agreement (DA). As part of the DA, the developer agreed to dedicate the parkland and build the public park. At the August 26, 2025 Workshop meeting, Council Members affirmed the park concept plan amenities and provided direction on the playground design and park layout so that equipment purchasing and final design could proceed.

Final Park Plans (construction plans) have been prepared by Stantec Consulting Services Inc., Enclave Companies' consultant, for City Project P2026-04 (Helmo Station Park). Per the DA, the City Council has final approval of the final Park Plans, which are consistent with the Site Plan and DA and fit within the total budget. Helmo Station Park will include pre-K and K-12 play equipment, two pickleball courts, basketball half-court, walking paths, lawn and open spaces, site furnishings (e.g., benches, picnic tables, drinking fountain, signage), lighting, picnic and shade structures, a dog run, stormwater pond and landscaping, and a small parking lot.

FINANCIAL CONSIDERATIONS

City Project P2026-04 (Helmo Station Park) is included in the adopted 2026-2030 Capital Improvement Plan (CIP). The total park CIP budget of $1,748,086.68 was set forth in the DA. The City will contribute up to $847,513 towards improvements (or up to a maximum share of 48.48 percent) and Enclave Companies is responsible for up to $900,573.68 (or up to a maximum share of 51.52 percent). Per the DA, once the final Park Plans (construction plans) and Final Park Budget are approved by the City Council, any cost overruns are the responsibility of the developer. The funding source for the City's cost share is the Park Capital Fund.

A detailed cost estimate for the Final Park Budget from Enclave Companies will be provided to Council under separate cover. City staff and SRF Consulting Group (the City's consultant providing design review services) have reviewed the cost estimate and determined that it aligns with engineer estimates.

CITY COUNCIL ACTION REQUESTED

It is requested that the City Council approve the final Park Plans and Final Park Budget of $1,748,086.68 for City Project P2026-04 (Helmo Station Park).

Attachments

Plan Sheets for Helmo Station Park
Presentation Slides

3RD STREET NORTH

HELMO AVENUE NORTH

OWNER: CITY OF OAKDALE

HENSLOW AVENUE

2ND STREET N.

TOWNHOUSE BUILDING #1
GSF: 5,070 SF
FFE: 1036.60

TOWNHOUSE BUILDING #2
GSF: 5,070 SF
FFE: 1036.50

TOWNHOUSE BUILDING #18
GSF: 5,070 SF
FFE: 1036.80

TOWNHOUSE BUILDING #19
GSF: 6,289 SF
FFE: 1036.20

BITUMINOUS SURFACE

3RD STREET NORTH PUBLIC RIGHT-OF-WAY

PARK ENTRY SIGN

STORMWATER RETENTION POND

SEATING OVERLOOK

SHADE UMBRELLA WITH PICNIC TABLES

TRAIL LIGHITNG

TRASH RECEPTICLE

PLAYGROUND

LAWN SPACE

STORMWATER FILTRATION BASIN

DRINKING FOUNTAIN

PORTABLE TOILET ENCLOSURE

PARKING LOT

BIKE RACK

BENCH

TRASH RECEPTICLE

BASKETBALL COURT

LAWN SPACE

PICKLEBALL COURT

SHADE UMBRELLA WITH PICNIC TABLES

BENCH

SHADE UMBRELLA WITH PICNIC TABLES

WATER SPIGOT

WOOD MULCH

SMALL DOG RUN

LARGE DOG RUN

NATIVE BUFFER

POOL

MULTIFAMILY RESIDENTAL BUILDING

N

GRAPHIC SCALE
40 0 40 80
(IN FEET)
1 inch = 40 ft.

Stantec
733 S MARQUETTE AVE
UNIT 1000
MINNEAPOLIS, MN 55402
PHONE: (612) 712-2000
WWW.STANTEC.COM

CLIENT:

ENCLAVE

PROJECT TITLE:
ENCLAVE - HELMO STATION PARK IMPROVEMENTS
TBD 3RD ST N
OAKDALE, MN 55128

DATE:	DESCRIPTION:	ISSUE NO.:
05/21/2025	DLI PERMIT SUBMITTAL	7
06/23/2025	90% PROGRESS SET	8
12/17/2025	BID SET	9
02/03/2026	CITY REVISIONS	10

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PATRICK W. SVEUM
LICENSE NO.: 54244
DATE: 02/03/2026

PROJECT NO.: 190300053

DWN BY:	CHK'D BY:	APP'D BY:
STW	MDH	PWS

ISSUE DATE: 02/03/2026

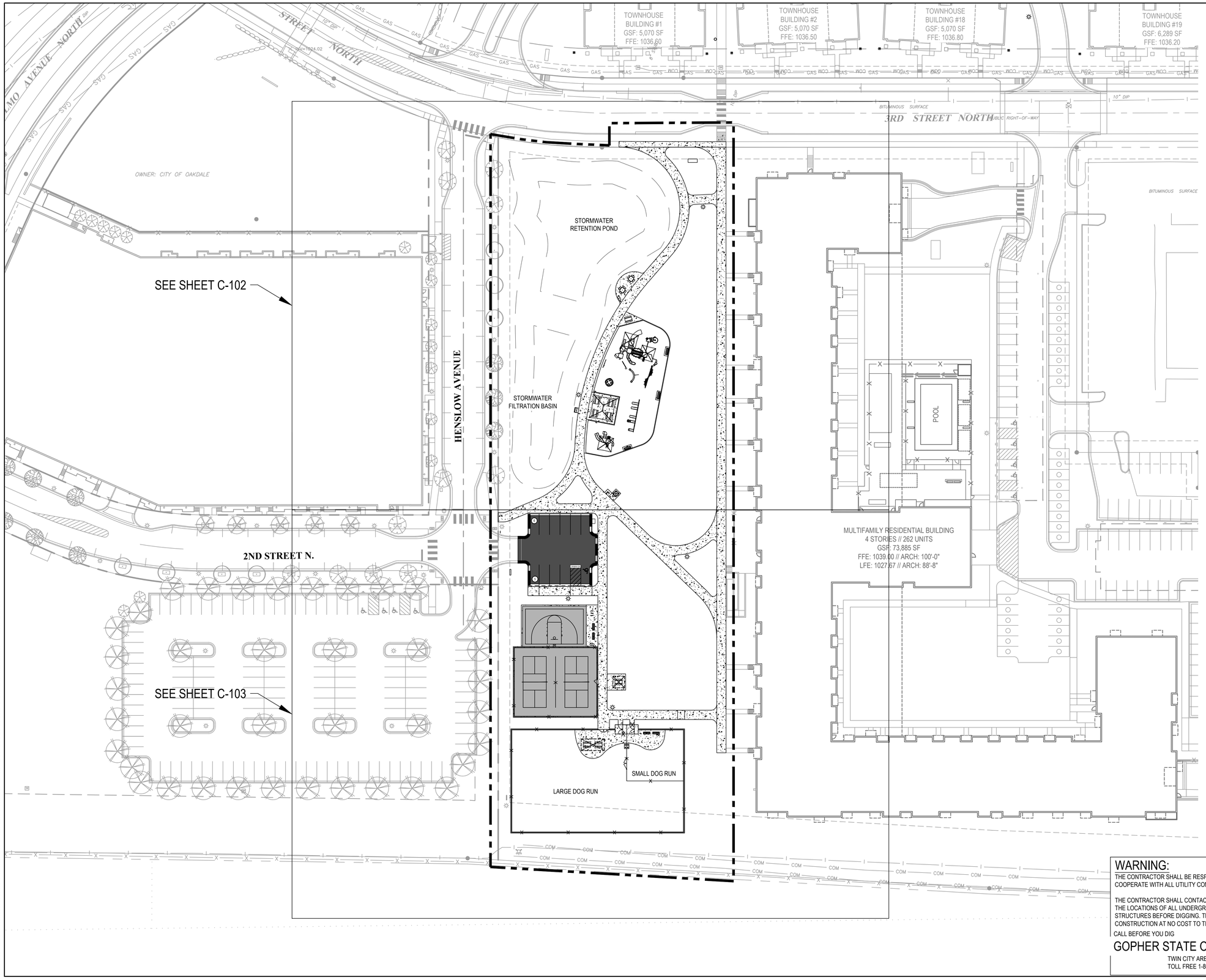
ISSUE NO.: 10

SHEET TITLE:
OVERALL SITE PLAN

SHEET NO.:
C-101

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N

GRAPHIC SCALE

40 0 40 80

(IN FEET)

1 inch = 40 ft.

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- CURB AND GUTTER
- RIBBON CURB AND GUTTER
- TIP-OUT CURB AND GUTTER
- ROAD CENTERLINE
- BITUMINOUS PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- CONCRETE SIDEWALK
- FENCE
- PROPOSED PARKING COUNT
- CONSTRUCTION LIMITS

NOTES

1. SEE SHEET G-002 FOR ADDITIONAL PROJECT NOTES.
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4. COORDINATE DESIGN ITEMS WITH MULTIFAMILY PROJECT. VERIFY LOCATIONS/ELEVATIONS IN THE FIELD. NOTIFY ENGINEER IN WRITING IF THERE IS A DISCREPANCY BETWEEN THE PLANS AND THE AS-BUILT CONDITIONS.

WARNING:

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CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

Stantec

733 S MARQUETTE AVE
UNIT 1000
MINNEAPOLIS, MN 55402
PHONE: (612) 712-2000
WWW.STANTEC.COM

CLIENT:

ENCLAVE

ENCLAVE - HELMO STATION PARK IMPROVEMENTS

TBD 3RD ST N
OAKDALE, MN 55128

PROJECT TITLE:

ISSUE NO.:	DESCRIPTION:	DATE:
7	DU PERMIT SUBMITTAL	05/21/2025
8	90% PROGRESS SET	06/23/2025
9	BID SET	12/17/2025
10	CITY REVISIONS	02/03/2026

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick Sveum

PATRICK W. SVEUM

LICENSE NO.: 54244

DATE: 02/03/2026

PROJECT NO.: 190300053

DWN BY:	CHK'D BY:	APP'D BY:
STW	MDH	PWS

ISSUE DATE: 02/03/2026

ISSUE NO.: 10

SHEET TITLE:

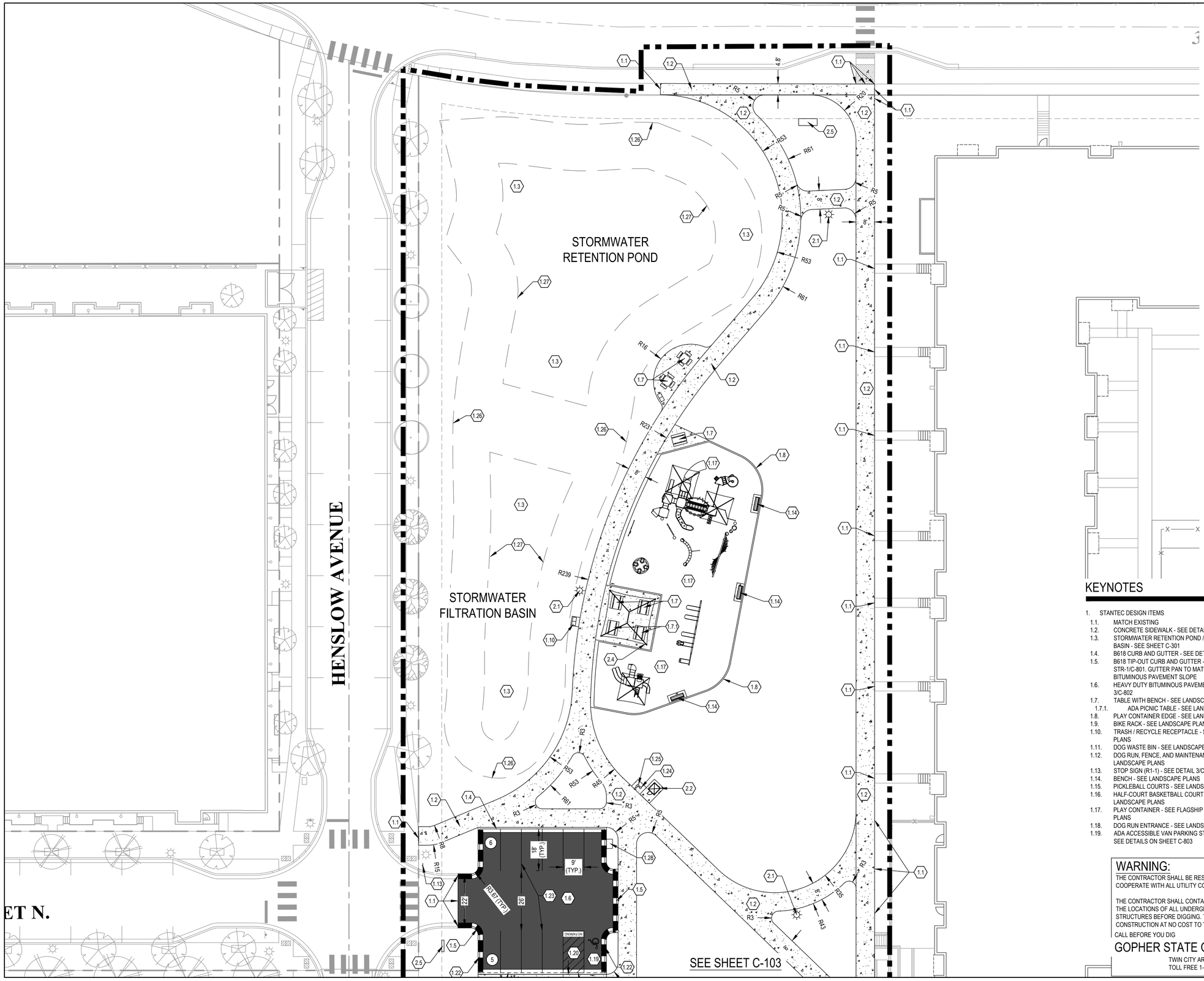
OVERALL SITE PLAN

SHEET NO.:

C-101

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2/3/2026 10:25:1 PM



N

GRAPHIC SCALE
20 0 20 40
(IN FEET)
1 inch = 20 ft.

LEGEND

- PROPERTY BOUNDARY
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KEYNOTES (#)

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   - 1.1. MATCH EXISTING
   - 1.2. CONCRETE SIDEWALK - SEE DETAIL 1/C-802
   - 1.3. STORMWATER RETENTION POND / FILTRATION BASIN - SEE SHEET C-301
   - 1.4. B618 CURB AND GUTTER - SEE DETAIL STR-1/C-801
   - 1.5. B618 TIP-OUT CURB AND GUTTER - SEE DETAIL STR-1/C-801. GUTTER PAN TO MATCH ADJACENT BITUMINOUS PAVEMENT SLOPE
   - 1.6. HEAVY DUTY BITUMINOUS PAVEMENT - SEE DETAIL 3/C-802
   - 1.7. TABLE WITH BENCH - SEE LANDSCAPE PLANS
     - 1.7.1. ADA PICNIC TABLE - SEE LANDSCAPE PLANS
   - 1.8. PLAY CONTAINER EDGE - SEE LANDSCAPE PLANS
   - 1.9. BIKE RACK - SEE LANDSCAPE PLANS
   - 1.10. TRASH / RECYCLE RECEPTACLE - SEE LANDSCAPE PLANS
   - 1.11. DOG WASTE BIN - SEE LANDSCAPE PLANS
   - 1.12. DOG RUN, FENCE, AND MAINTENANCE STRIP - SEE LANDSCAPE PLANS
   - 1.13. STOP SIGN (R1-1) - SEE DETAIL 3/C-803
   - 1.14. BENCH - SEE LANDSCAPE PLANS
   - 1.15. PICKLEBALL COURTS - SEE LANDSCAPE PLANS
   - 1.16. HALF-COURT BASKETBALL COURT - SEE LANDSCAPE PLANS
   - 1.17. PLAY CONTAINER - SEE FLAGSHIP AND LANDSCAPE PLANS
   - 1.18. DOG RUN ENTRANCE - SEE LANDSCAPE PLAN
   - 1.19. ADA ACCESSIBLE VAN PARKING STALL WITH SIGN - SEE DETAILS ON SHEET C-803
   - 1.20. ADA ACCESSIBLE AISLE WITH SIGN - SEE DETAILS ON SHEET C-803
   - 1.21. RIBBON CURB - SEE DETAIL 3/C-804
   - 1.22. CURB TRANSITION - ZERO TO FULL HEIGHT
   - 1.23. 4" WHITE PAINT STRIPE (TYP.) - SEE DETAIL 1/C-803
   - 1.24. DRINKING FOUNTAIN UNDERGROUND FRENCH DRAIN SYSTEM - SEE SHEET L-802
   - 1.25. DRINKING FOUNTAIN - SEE SHEET L-802
   - 1.26. STORMWATER BASIN TOP - SEE SHEET C-301
   - 1.27. STORMWATER BASIN BOTTOM - SEE SHEET C-301
   - 1.28. BELOW GRADE WATER METER VAULT - SEE MULTIFAMILY PLANS AND DETAIL 7/L-802
   - 1.29. POST AND HOSE BIB - SEE LANDSCAPE PLANS
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   - 2.2. PORTABLE TOILET AND ENCLOSURE
   - 2.3. NOT USED
   - 2.4. SHADE STRUCTURE
   - 2.5. MONUMENT SIGN

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ENCLAVE

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PROJECT NO.: 190300053

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ISSUE DATE: 02/03/2026

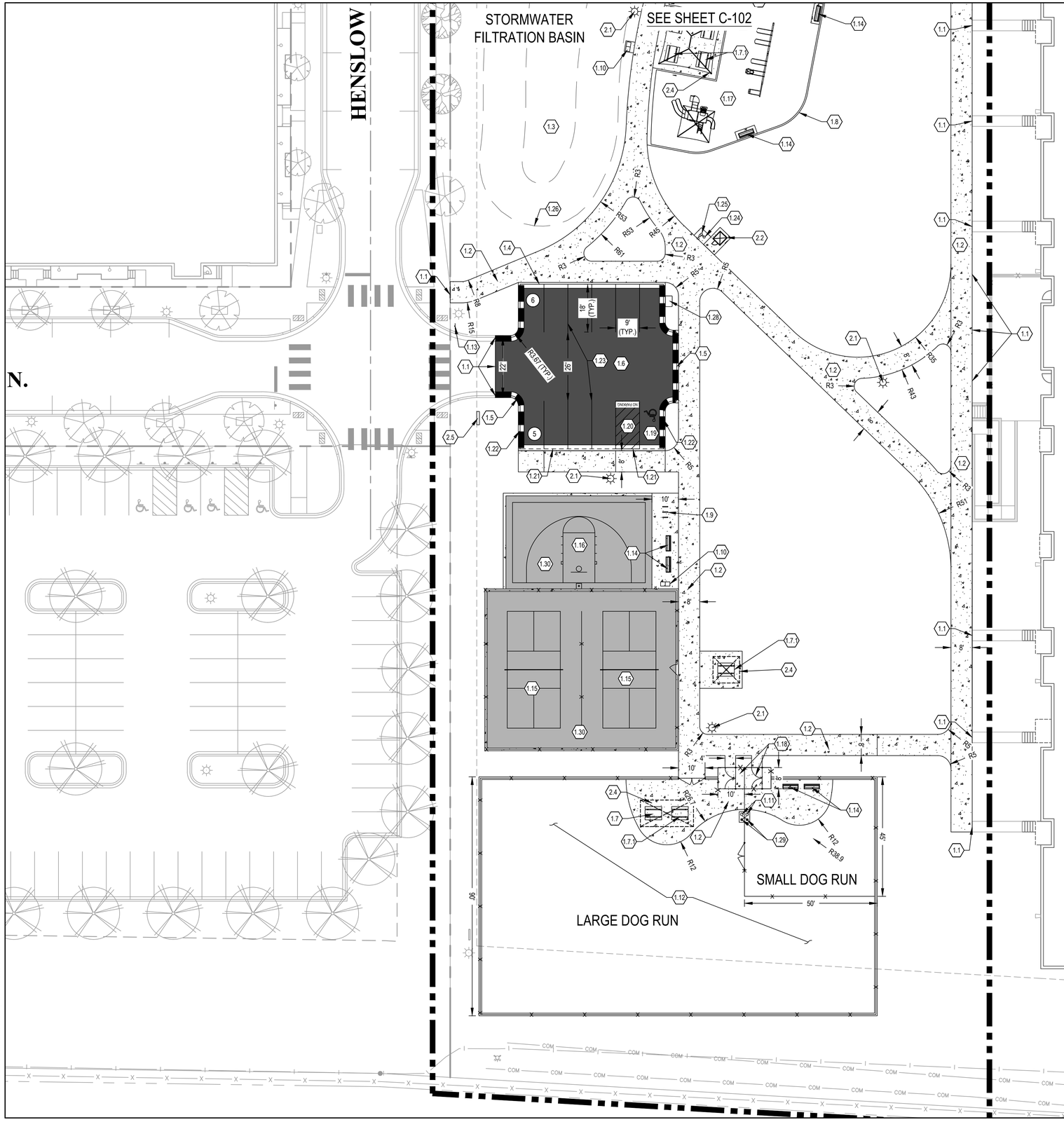
ISSUE NO.: 10

SHEET TITLE:
ENLARGED SITE PLAN

SHEET NO.:
C-102

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GRAPHIC SCALE
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(IN FEET)
1 inch = 20 ft.

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Stantec
733 S MARQUETTE AVE
UNIT 1000
MINNEAPOLIS, MN 55402
PHONE: (612) 712-2000
WWW.STANTEC.COM

CLIENT:

ENCLAVE

PROJECT TITLE:
ENCLAVE - HELMO STATION PARK IMPROVEMENTS
TBD 3RD ST N
OAKDALE, MN 55128

ISSUE NO:	DESCRIPTION:	DATE:
7	DLI PERMIT SUBMITTAL	05/21/2025
8	90% PROGRESS SET	06/22/2025
9	BID SET	12/17/2025
10	CITY REVISIONS	02/03/2026

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PATRICK W. SVEUM
LICENSE NO.: 54244
DATE: 02/03/2026

PROJECT NO.: 190300053

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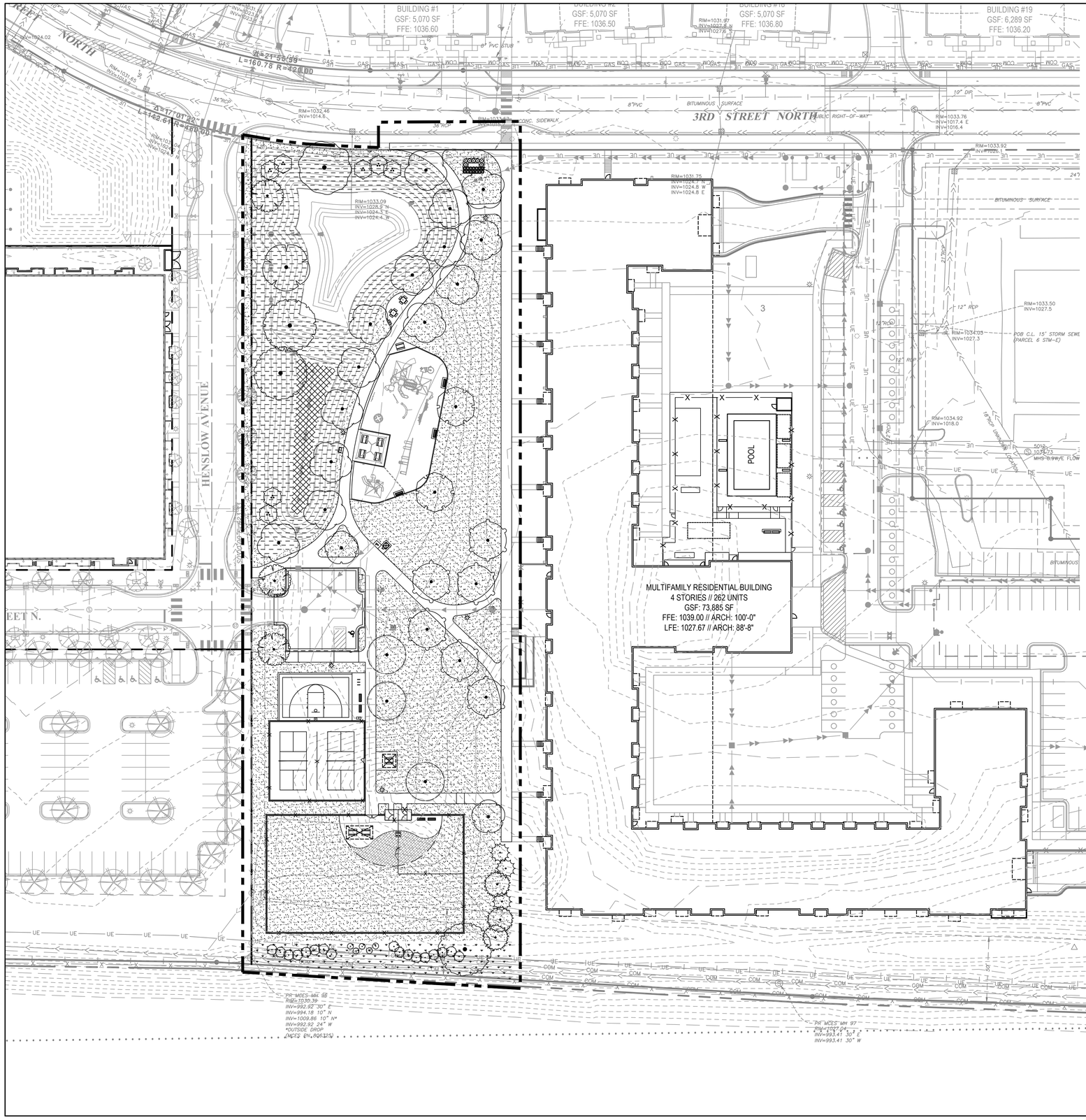
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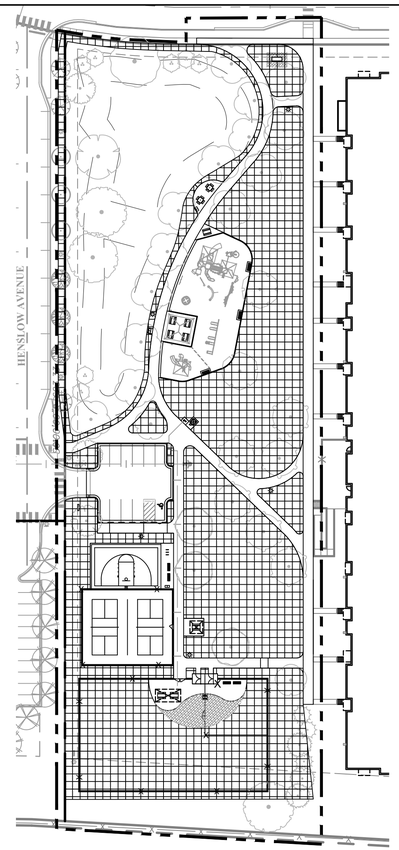
SHEET TITLE:
ENLARGED SITE PLAN

SHEET NO.:
C-103

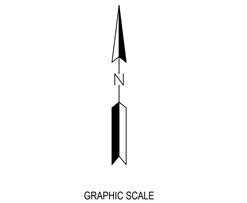
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IRRIGATION LIMITS



LEGEND

- EDGER
- WOOD MULCH
- MNDOT 25-122 GENERAL TURF SEED SEE TURF RESTORATION NOTES
- NATIVE SEED MIX MNDOT #35-221 DRY PRAIRIE GENERAL SEE PLANTING NOTES
- NATIVE SEED MIX MN BWSR #38-631 POLLINATOR PLOT URBAN SE SEE PLANTING NOTES
- NATIVE SEED MIX MN BWSR #35-642 MESIC PRAIRIE SE SEE PLANTING NOTES
- HATCH INDICATES AREAS TO RECEIVE IRRIGATION

PLANT PALETTE

SYMBOL	CODE	COMMON NAME
EVERGREEN TREES		
	PD	BLACK HILLS SPRUCE
	PA	NORWAY SPRUCE
OVERSTORY TREES		
	BO	BUR OAK
	MSO	MAJESTIC SKIES NORTHERN PIN OAK
	NH	NEW HORIZON ELM
	GI	NORTHERN ACCLAIM® HONEY LOCUST
	QM	PRAIRIE STATURE® OAK
	RBC	RIVER BIRCH SINLGE STEM
	RRM	SCARLET JEWELL RED MAPLE
	AS	SIENNA GLEN MAPLE
	QB	SWAMP WHITE OAK
UNDERSTORY TREES		
	AGC	AUTUMN BRILLIANCE SERVICEBERRY CLUMP
SHRUBS		
	RTD	RED TWIG DOGWOOD
	AR	REGENT SERVICEBERRY
ORNAMENTAL GRASSES		
	CO	OVERDAM FEATHER REED GRASS
	SH	PRAIRIE DROPSEED

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MARK FLICKER

LICENSE NO.: 56541

DATE: 06/23/2025

PROJECT NO.: 190300053

DWN BY:	CHK'D BY:	APP'D BY:
MSF	JDR	MSF

ISSUE DATE: 02/03/2026

ISSUE NO.: 10

SHEET TITLE:

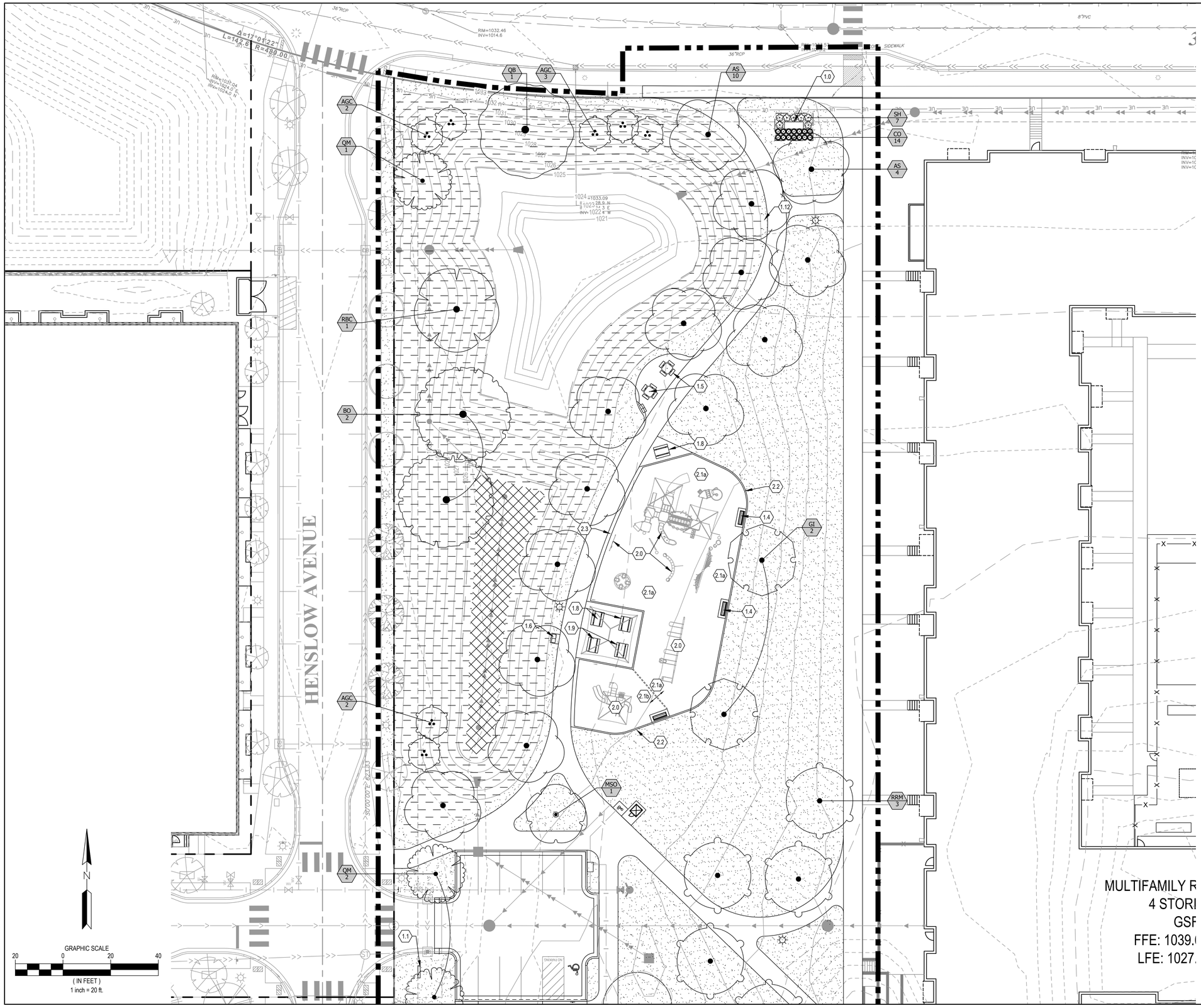
OVERALL LANDSCAPE PLAN

SHEET NO.:

L-101

C:\Users\mmmeier\ADACDocs\Stantec Consulting\190300053_Enclave_Helmo_Station\Project Files\5_DESIGN\1_CAD\LP\LANDSHEETS\PARK\L-101 LANDSCAPE PLAN_PK.dwg 2/3/2026 HAMMERICH, MICHAEL

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KEYNOTES

1.0 MONUMENT SIGN
1.1. DIRECTIONAL SIGN
1.2. BIKE RACKS
1.3. DRINKING FOUNTAIN
1.4. BENCH
1.5. SQ. PICNIC TABLE
1.6. TRASH RECEPTACLES
1.7. ADA PORTABLE RESTROOM
1.8. STANDARD PICNIC TABLE
1.9. ADA PICNIC TABLE
1.10. 10' X 10' SHADE STRUCTURE
1.11. 10' X 20' SHADE STRUCTURE
1.12. (2') TWO FOOT TURF SHOULDER AT TRAIL

2.0. PLAYGROUND EQUIPMENT
2.1. PLAYGROUND SURFACING
a) HOLD DOWN CL5 BASE 4.25" BELOW FINISHED GRADE
b) HOLD DOWN CL5 BASE 2" BELOW FINISHED GRADE
2.2. PLAY CONTAINER CURB, SEE DETAIL 9/L802
2.3. INTEGRAL PLAY CURB, SEE DETAIL 10/L802

3.0. PICKLEBALL COURT LAYOUT & SURFACING, SEE DETAIL 1/L802
3.1. PICKLEBALL COURT OUTFIT, SEE DETAIL 2/L804
3.2. PICKLEBALL COURT PERIMETER FENCE, SEE DETAIL 4/L802
3.3. BASKETBALL COURT, LAYOUT & SURFACING, SEE DETAIL 1/L802

LEGEND

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DWN BY:	CHK'D BY:	APP'D BY:
MSF	JDR	MSF

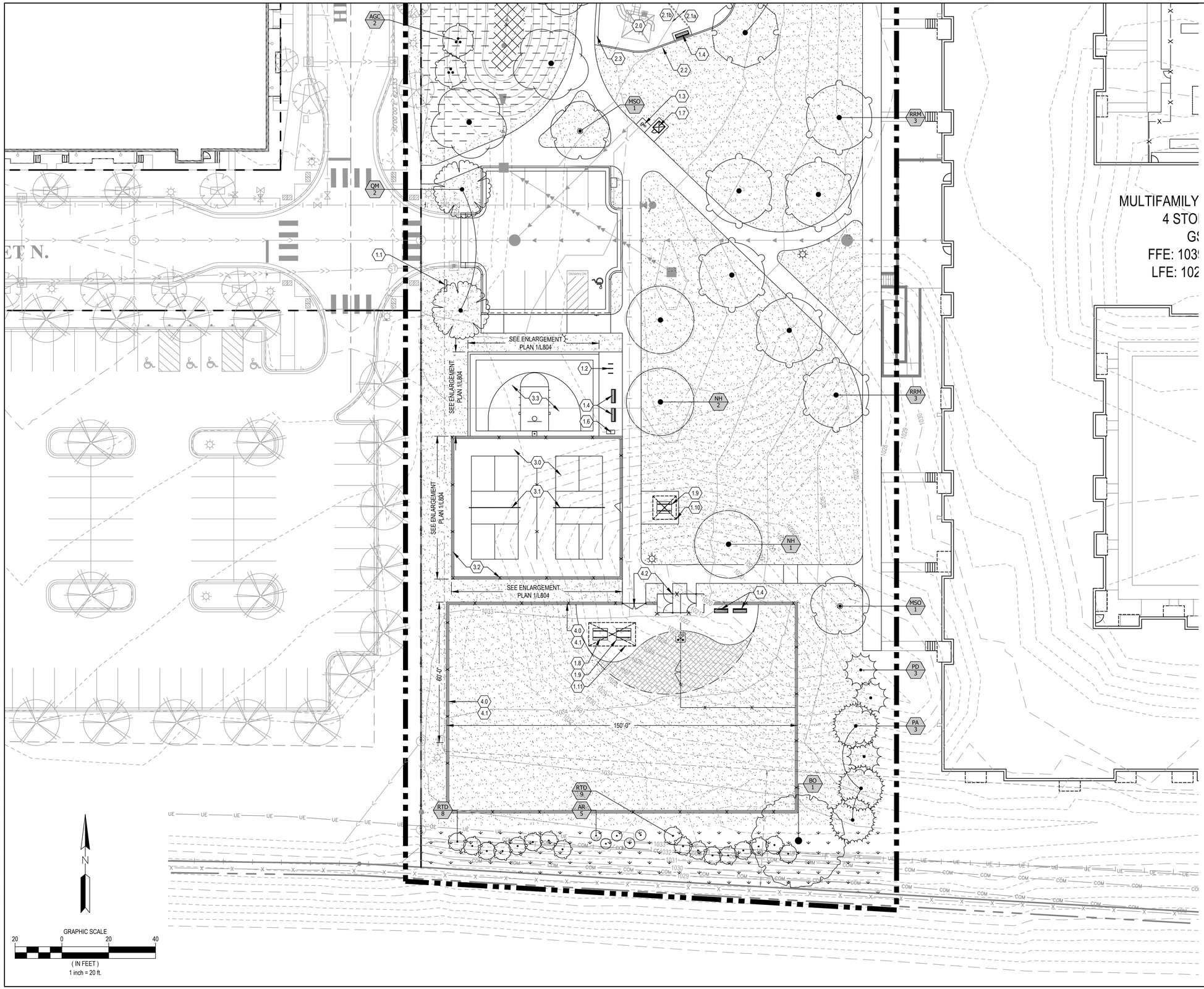
ISSUE DATE: 02/03/2026
ISSUE NO.: 10

SHEET TITLE:
ENLARGED LANDSCAPE PLAN

SHEET NO.:
L-102

2/3/2026 10:24:7 PM

C:\Users\mflicker\AppData\Local\Temp\AcPublish_19000\[02CAD]DocsStantec Consulting\190300053_Enclave_Helmo_Station\Project Files\5_DESIGN\1_CAD\3-PLANSHEETS\PARK\L-101 LANDSCAPE PLAN_PK.dwg 2/3/2026 HIMMERICH, MICHAEL



KEYNOTES

1.0. MONUMENT SIGN
1.1. DIRECTIONAL SIGN
1.2. BIKE RACKS
1.3. DRINKING FOUNTAIN
1.4. BENCH
1.5. SQ. PICNIC TABLE
1.6. TRASH RECEPTACLES
1.7. ADA PORTABLE RESTROOM
1.8. STANDARD PICNIC TABLE
1.9. ADA PICNIC TABLE
1.10. 10' X 10' SHADE STRUCTURE
1.11. 10' X 20' SHADE STRUCTURE
1.12. (2') TWO FOOT TURF SHOULDER AT TRAIL

2.0. PLAYGROUND EQUIPMENT
2.1. PLAYGROUND SURFACING
a) HOLD DOWN CL5 BASE 4.25" BELOW FINISHED GRADE
b) HOLD DOWN CL5 BASE 2" BELOW FINISHED GRADE
2.2. PLAY CONTAINER CURB, SEE DETAIL 9/L802
2.3. INTEGRAL PLAY CURB, SEE DETAIL 10/L802

3.0. PICKLEBALL COURT LAYOUT & SURFACING, SEE DETAIL 1/L802
3.1. PICKLEBALL COURT OUTFIT, SEE DETAIL 2/L804
3.2. PICKLEBALL COURT PERIMETER FENCE, SEE DETAIL 4/L802
3.3. BASKETBALL COURT, LAYOUT & SURFACING, SEE DETAIL 1/L802

LEGEND

EDGER
WOOD MULCH
MNDOT 25-122 GENERAL TURF SEED
SEE TURF RESTORATION NOTES
NATIVE SEED MIX
MNDOT #35-221 DRY PRAIRIE GENERAL
SEE PLANTING NOTES
NATIVE SEED MIX
MN BWSR #38-631 POLLINATOR PLOT URBAN SE
SEE PLANTING NOTES
NATIVE SEED MIX
MN BWSR #35-642 MESIC PRAIRIE SE
SEE PLANTING NOTES

PLANT PALETTE

SYMBOL	CODE	COMMON NAME
EVERGREEN TREES		
	PD	BLACK HILLS SPRUCE
	PA	NORWAY SPRUCE
OVERSTORY TREES		
	BO	BUR OAK
	MSO	MAJESTIC SKIES NORTHERN PIN OAK
	NH	NEW HORIZON ELM
	GI	NORTHERN ACCLAIM® HONEY LOCUST
	QM	PRAIRIE STATURE® OAK
	RBC	RIVER BIRCH SINLGE STEM
	RRM	SCARLET JEWELL RED MAPLE
	AS	SIENNA GLEN MAPLE
	QB	SWAMP WHITE OAK
UNDERSTORY TREES		
	AGC	AUTUMN BRILLIANCE SERVICEBERRY CLUMP
SHRUBS		
	RTD	RED TWIG DOGWOOD
	AR	REGENT SERVICEBERRY
ORNAMENTAL GRASSES		
	CO	OVERDAM FEATHER REED GRASS
	SH	PRAIRIE DROPSEED

Stantec
733 S MARQUETTE AVE
UNIT 1000
MINNEAPOLIS, MN 55402
PHONE: (612) 712-2000
WWW.STANTEC.COM

CLIENT:

ENCLAVE

ENCLAVE - HELMO STATION PARK IMPROVEMENTS

TBD 3RD ST N
OAKDALE, MN 55128

PROJECT TITLE:

ISSUE NO.:	DESCRIPTION:	DATE:
7	DLI PERMIT SUBMITTAL	05/21/2025
8	90% PROGRESS SET	06/23/2025
9	BID SET	12/17/2025
10	CITY REVISIONS	02/03/2026

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

MARK FLICKER

LICENSE NO.: 56541

DATE: 06/023/2025

PROJECT NO.: 190300053

DWN BY:	CHK'D BY:	APP'D BY:
MSF	JDR	MSF

ISSUE DATE: 02/03/2026

ISSUE NO.: 10

SHEET TITLE:

ENLARGED LANDSCAPE PLAN

SHEET NO.:

L-103

Helmo Station Park

City Council Regular Meeting

February 10, 2026

Background



- Per the Development Agreement with Enclave Companies, the developer is responsible for the construction of Helmo Station Park.

Helmo Station Park Layout and Amenities



- Pre-K and K-12 play equipment
- Two pickleball courts
- Basketball half-court
- Walking paths
- Lawn and open spaces
- Site furnishings (e.g., benches, picnic tables, drinking fountain, signage)
- Lighting
- Picnic and shade structures
- Dog run
- Stormwater pond and landscaping
- Small parking lot



Financial Considerations

- Helmo Station Park is included in the adopted 2026-2030 Capital Improvement Plan (CIP) with a budget of $1,748,086.68.
- City will contribute up to $847,513 towards improvements (or up to maximum share of 48.48 percent).
- Enclave Companies is responsible for up to $900,573.68 (or up to a maximum share of 51.52 percent).
- Per the DA, once final Park Plans and Final Park Budget are approved by the City Council, any cost overruns are the responsibility of the developer.

City Council Action Requested

It is requested that the City Council approve the final Park Plans and Final Park Budget of $1,748,086.68 for City Project P2026-04 (Helmo Station Park).

Summary of Claims

City of Oakdale, Minnesota

01/28/2026 - 02/10/2026

Packet	Check No.		Amount
PYPKT01852	Direct Deposit		$ 250.00
PYPKT01861	Direct Deposit		2,674.50
PYPKT01872	Direct Deposit		359,664.49
APPKT01239	Bank Draft		428.67
APPKT01240	Bank Draft		573.17
APPKT01241	Bank Draft		41.60
APPKT01243	105391 - 105398		5,838.54
APPKT01248	Bank Draft		5,213.51
APPKT01251	Bank Draft		289,844.89
APPKT01252	105399 - 105406		5,882.11
		Payroll Subtotal	670,411.48

Packet	Check No.		Amount
APPKT01247	Bank Draft		$ 261.41
APPKT01249	Bank Draft		29,720.12
APPKT01250	Bank Draft		5,847.71
APPKT01253	105407 -105492		504,018.57
UBPKT01523	105493 - 105521		2,891.42
		AP Subtotal	542,739.23
		Grand Total	$ 1,213,150.71

My Payroll Check Register

Report Summary

Pay Period: 1/3/2026-1/16/2026

Packet: PYPKT01852 - PE011626 JS
Payroll Set: City of Oakdale - 01

Type	Count	Amount
Regular Checks	1	250.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	0	0.00
Total	**1**	**250.00**

My Payroll Check Register

Report Summary

Pay Period: 1/30/2026-1/30/2026

Packet: PYPKT01861 - 01.08.2026 severance JJ
Payroll Set: City of Oakdale - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	1	2,674.50
Total	**1**	**2,674.50**

My Payroll Check Register

Report Summary

Pay Period: 1/17/2026-1/30/2026

Packet: PYPKT01872 - PE013026a
Payroll Set: City of Oakdale - 01

Type	Count	Amount
Regular Checks	2	623.19
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	171	359,041.30
Total	**173**	**359,664.49**

Payment Register

APPKT01239 - PYPKT01850 - 01.22.2026 severance Kodluboy

01 - City of Oakdale

Bank: PY - PAYROLL LIABILITIES

Vendor Number	Vendor Name	Total Vendor Amount
FEDERA	FEDERAL PAYROLL TAXES	381.50

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005871	01/22/2026	93.58

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003398	SOCIAL SECURITY WITHHELD	01/22/2026	01/22/2026	0.00	93.58

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005872	01/22/2026	266.04

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003399	FEDERAL INCOME TAX WITHHELD	01/22/2026	01/22/2026	0.00	266.04

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005874	01/22/2026	21.88

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003401	MEDICARE WITHHELD	01/22/2026	01/22/2026	0.00	21.88

Vendor Number	Vendor Name	Total Vendor Amount
MNSTOF	STATE OF MINNESOTA/DEPT OF FINANCE	47.17

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005873	01/22/2026	47.17

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003400	STATE INCOME TAX WITHHELD	01/22/2026	01/22/2026	0.00	47.17

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
PY	Manual Bank Draft	4	4	0.00	428.67
	Packet Totals:	**4**	**4**	**0.00**	**428.67**

Cash Fund Summary

Fund	Name		Amount
999	Pooled Cash		-428.67
		Packet Totals:	**-428.67**

Payment Register

APPKT01240 - PYPKT01851 - 012326 retention SC

01 - City of Oakdale

Bank: PY - PAYROLL LIABILITIES

Vendor Number	Vendor Name	Total Vendor Amount
FEDERA	FEDERAL PAYROLL TAXES	223.04

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005876	01/22/2026	194.04

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003403	FEDERAL INCOME TAX WITHHELD	01/22/2026	01/22/2026	0.00	194.04

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005878	01/22/2026	29.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003405	MEDICARE WITHHELD	01/22/2026	01/22/2026	0.00	29.00

Vendor Number	Vendor Name	Total Vendor Amount
PERA	P.E.R.A.	295.00

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005875	01/22/2026	295.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003402	PERA POLICE & FIRE PAYABLE	01/22/2026	01/22/2026	0.00	295.00

Vendor Number	Vendor Name	Total Vendor Amount
MNSTOF	STATE OF MINNESOTA/DEPT OF FINANCE	55.13

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005877	01/22/2026	55.13

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003404	STATE INCOME TAX WITHHELD	01/22/2026	01/22/2026	0.00	55.13

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
PY	Manual Bank Draft	4	4	0.00	573.17
	Packet Totals:	**4**	**4**	**0.00**	**573.17**

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-573.17
	Packet Totals:	**-573.17**

Payment Register

APPKT01241 - PYPKT01852 - PE011626 JS

01 - City of Oakdale

Bank: PY - PAYROLL LIABILITIES

Vendor Number	Vendor Name	Total Vendor Amount
FEDERA	FEDERAL PAYROLL TAXES	41.60

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005879	01/23/2026	33.72

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003406	SOCIAL SECURITY WITHHELD	01/23/2026	01/23/2026	0.00	33.72

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005880	01/23/2026	7.88

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003407	MEDICARE WITHHELD	01/23/2026	01/23/2026	0.00	7.88

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
PY	Manual Bank Draft	2	2	0.00	41.60
	Packet Totals:	**2**	**2**	**0.00**	**41.60**

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-41.60
	Packet Totals:	**-41.60**

Payment Register

APPKT01243 - APPKT01238 - PYPKT01844 - PAYROLL AP

01 - City of Oakdale

Bank: PY - PAYROLL LIABILITIES

Vendor Number	Vendor Name	Total Vendor Amount
NCPERS	668000-MN NCPERS LIFE INSURANCE	72.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105391	01/23/2026	72.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003391	LIFE INSURANCE WITHHELD	01/23/2026	01/23/2026	0.00	72.00

Vendor Number	Vendor Name	Total Vendor Amount
CENPEN	CENTRAL PENSION FUND	2,860.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105392	01/23/2026	2,860.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003373	CENTRAL PENSION FUND	01/23/2026	01/23/2026	0.00	2,860.00

Vendor Number	Vendor Name	Total Vendor Amount
COLLIF	COLONIAL LIFE	9.54

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105393	01/23/2026	9.54

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003374	DISABILITY INSURANCE WITHHELD	01/23/2026	01/23/2026	0.00	9.54

Vendor Number	Vendor Name	Total Vendor Amount
IBEW	IBEW LOCAL 110	62.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105394	01/23/2026	62.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003377	UNION DUES WITHHELD	01/23/2026	01/23/2026	0.00	62.00

Vendor Number	Vendor Name	Total Vendor Amount
INTUNI	INTL UNION OF OPERATING ENGINEERS	350.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105395	01/23/2026	350.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003378	UNION DUES WITHHELD	01/23/2026	01/23/2026	0.00	350.00

Vendor Number	Vendor Name	Total Vendor Amount
LAWENF	LAW ENFORCEMENT LABOR SERVICES INC	1,387.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105396	01/23/2026	1,387.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003379	UNION DUES WITHHELD	01/23/2026	01/23/2026	0.00	1,022.00
INV0003380	UNION DUES WITHHELD	01/23/2026	01/23/2026	0.00	365.00

Vendor Number	Vendor Name	Total Vendor Amount
MINCHI	MINNESOTA CHILD SUPPORT PAYMENT CTR	48.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105397	01/23/2026	48.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003385	CHILD SUPPORT WITHHELD	01/23/2026	01/23/2026	0.00	48.00

Vendor Number	Vendor Name	Total Vendor Amount
OAKPRO	OAKDALE PROFESSIONAL FIRE FIGHTERS	1,050.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105398	01/23/2026	1,050.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003376	UNION DUES WITHHELD	01/23/2026	01/23/2026	0.00	1,050.00

Payment Summary

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
PY	Check		9	8	0.00	5,838.54
		Packet Totals:	**9**	**8**	**0.00**	**5,838.54**

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-5,838.54
	Packet Totals:	**-5,838.54**

Payment Register

APPKT01248 - PYPKT01861 - 01.08.2026 severance JJ

01 - City of Oakdale

Bank: PY - PAYROLL LIABILITIES

Vendor Number	Vendor Name	Total Vendor Amount
FEDERA	FEDERAL PAYROLL TAXES	951.81

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005889	01/30/2026	837.57

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003410	FEDERAL INCOME TAX WITHHELD	01/30/2026	01/30/2026	0.00	837.57

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005891	01/30/2026	114.24

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003412	MEDICARE WITHHELD	01/30/2026	01/30/2026	0.00	114.24

Vendor Number	Vendor Name	Total Vendor Amount
MNSTRE	MINNESOTA STATE RETIREMENT SYSTEM.	3,693.41

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005887	01/30/2026	3,693.41

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003408	HCSP WITHHELD	01/30/2026	01/30/2026	0.00	3,693.41

Vendor Number	Vendor Name	Total Vendor Amount
PERA	P.E.R.A.	330.34

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005888	01/30/2026	330.34

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003409	PERA POLICE & FIRE PAYABLE	01/30/2026	01/30/2026	0.00	330.34

Vendor Number	Vendor Name	Total Vendor Amount
MNSTOF	STATE OF MINNESOTA/DEPT OF FINANCE	237.95

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005890	01/30/2026	237.95

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003411	STATE INCOME TAX WITHHELD	01/30/2026	01/30/2026	0.00	237.95

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
PY	Manual Bank Draft	5	5	0.00	5,213.51
	Packet Totals:	**5**	**5**	**0.00**	**5,213.51**

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-5,213.51
	Packet Totals:	**-5,213.51**

Payment Register

APPKT01251 - PYPKT01872 - PE013026a

01 - City of Oakdale

Bank: PY - PAYROLL LIABILITIES

Vendor Number	Vendor Name	Total Vendor Amount
FEDERA	FEDERAL PAYROLL TAXES	100,109.23

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005930	02/06/2026	30,218.70

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003434	SOCIAL SECURITY WITHHELD	02/06/2026	02/06/2026	0.00	30,218.70

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005931	02/06/2026	54,260.83

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003435	FEDERAL INCOME TAX WITHHELD	02/06/2026	02/06/2026	0.00	54,260.83

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005933	02/06/2026	15,629.70

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003437	MEDICARE WITHHELD	02/06/2026	02/06/2026	0.00	15,629.70

Vendor Number	Vendor Name	Total Vendor Amount
MEDSUR	MEDSURETY	19,008.02

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005918	02/06/2026	19,008.02

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003415	HSA WITHHELD	02/06/2026	02/06/2026	0.00	19,008.02

Vendor Number	Vendor Name	Total Vendor Amount
MINDEF	MINNESOTA DEFERRED COMPENSATION	8,967.00

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005923	02/06/2026	3,620.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003426	457 DEFERRED COMPENSATION WITHHELD	02/06/2026	02/06/2026	0.00	3,620.00

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005926	02/06/2026	5,347.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003429	ROTH IRA WITHHELD	02/06/2026	02/06/2026	0.00	5,347.00

Vendor Number	Vendor Name	Total Vendor Amount
MNSTRE	MINNESOTA STATE RETIREMENT SYSTEM.	3,975.61

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005924	02/06/2026	1,964.31

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003427	HCSP WITHHELD	02/06/2026	02/06/2026	0.00	1,964.31

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005925	02/06/2026	2,011.30

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003428	HCSP WITHHELD	02/06/2026	02/06/2026	0.00	2,011.30

Vendor Number	Vendor Name	Total Vendor Amount
MSQUA1	MISSION SQUARE - 401	944.44

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005921	02/06/2026	944.44

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003423	401a DEFERRED COMPENSATION WITHHELD	02/06/2026	02/06/2026	0.00	944.44

Vendor Number	Vendor Name	Total Vendor Amount
MSQUA3	MISSION SQUARE - 457	4,532.00

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005919	02/06/2026	800.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003421	ROTH IRA WITHHELD	02/06/2026	02/06/2026	0.00	800.00

Bank Draft DFT005920 02/06/2026 3,265.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003422	457 DEFERRED COMPENSATION WITHHELD	02/06/2026	02/06/2026	0.00	3,265.00

Bank Draft DFT005922 02/06/2026 467.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003424	457-300679 DEFERRED COMP LOAN WITHHELD	02/06/2026	02/06/2026	0.00	467.00

Vendor Number	Vendor Name	Total Vendor Amount
PERA	P.E.R.A.	127,521.93

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005927	02/06/2026	34,818.07

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003431	PERA COORDINATED PAYABLE	02/06/2026	02/06/2026	0.00	34,818.07

Bank Draft DFT005928 02/06/2026 420.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003432	PERA DEFINED PAYABLE	02/06/2026	02/06/2026	0.00	420.00

Bank Draft DFT005929 02/06/2026 92,283.86

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003433	PERA POLICE & FIRE PAYABLE	02/06/2026	02/06/2026	0.00	92,283.86

Vendor Number	Vendor Name	Total Vendor Amount
MNSTOF	STATE OF MINNESOTA/DEPT OF FINANCE	24,786.66

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005932	02/06/2026	24,786.66

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003436	STATE INCOME TAX WITHHELD	02/06/2026	02/06/2026	0.00	24,786.66

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
PY	Manual Bank Draft	16	16	0.00	289,844.89
	Packet Totals:	**16**	**16**	**0.00**	**289,844.89**

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-289,844.89
	Packet Totals:	**-289,844.89**

Payment Register

APPKT01252 - APPKT01251 - PYPK01872 - PAYROLL AP

01 - City of Oakdale

Bank: PY - PAYROLL LIABILITIES

Vendor Number	Vendor Name	Total Vendor Amount
NCPERS	668000-MN NCPERS LIFE INSURANCE	72.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105399	02/06/2026	72.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003430	LIFE INSURANCE WITHHELD	02/06/2026	02/06/2026	0.00	72.00

Vendor Number	Vendor Name	Total Vendor Amount
CENPEN	CENTRAL PENSION FUND	2,860.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105400	02/06/2026	2,860.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003413	CENTRAL PENSION FUND	02/06/2026	02/06/2026	0.00	2,860.00

Vendor Number	Vendor Name	Total Vendor Amount
COLLIF	COLONIAL LIFE	9.54

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105401	02/06/2026	9.54

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003414	DISABILITY INSURANCE WITHHELD	02/06/2026	02/06/2026	0.00	9.54

Vendor Number	Vendor Name	Total Vendor Amount
IBEW	IBEW LOCAL 110	62.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105402	02/06/2026	62.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003417	UNION DUES WITHHELD	02/06/2026	02/06/2026	0.00	62.00

Vendor Number	Vendor Name	Total Vendor Amount
INTUNI	INTL UNION OF OPERATING ENGINEERS	350.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105403	02/06/2026	350.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003418	UNION DUES WITHHELD	02/06/2026	02/06/2026	0.00	350.00

Vendor Number	Vendor Name	Total Vendor Amount
LAWENF	LAW ENFORCEMENT LABOR SERVICES INC	1,350.50

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105404	02/06/2026	1,350.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003419	UNION DUES WITHHELD	02/06/2026	02/06/2026	0.00	1,022.00
INV0003420	UNION DUES WITHHELD	02/06/2026	02/06/2026	0.00	328.50

Vendor Number	Vendor Name	Total Vendor Amount
MINCHI	MINNESOTA CHILD SUPPORT PAYMENT CTR	128.07

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105405	02/06/2026	128.07

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003425	CHILD SUPPORT WITHHELD	02/06/2026	02/06/2026	0.00	128.07

Vendor Number	Vendor Name	Total Vendor Amount
OAKPRO	OAKDALE PROFESSIONAL FIRE FIGHTERS	1,050.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105406	02/06/2026	1,050.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0003416	UNION DUES WITHHELD	02/06/2026	02/06/2026	0.00	1,050.00

Payment Summary

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
PY	Check		9	8	0.00	5,882.11
		Packet Totals:	**9**	**8**	**0.00**	**5,882.11**

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-5,882.11
	Packet Totals:	**-5,882.11**

Payment Register

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Bank: AP - ACCOUNTS PAYABLE GENERAL

Vendor Number	Vendor Name	Total Vendor Amount
UPS	UPS	86.27

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005893	02/02/2026	10.16

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0000Y157Y1445	10/20/2025 POSTAGE/POLICE DEPARTMENT	10/20/2025	02/10/2026	0.00	10.16

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005894	02/02/2026	51.91

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
00000Y157Y1455	10/30/2025 - 11/04/2025 POSTAGE/POLICE DEPARTMEN	11/04/2025	02/10/2026	0.00	51.91

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005895	02/02/2026	16.69

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0000Y157Y1495	11/24/2025 POSTAGE/POLICE DEPARTMENT	11/24/2025	02/10/2026	0.00	16.69

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005896	02/02/2026	7.51

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0000Y157Y1505	12/04/2025 POSTAGE/POLICE DEPARTMENT	12/04/2025	02/10/2026	0.00	7.51

Vendor Number	Vendor Name	Total Vendor Amount
VERWIR	VERIZON WIRELESS	175.14

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005892	02/02/2026	175.14

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6133350298	JAN 2026 DATA PLAN/WATER METER GATEWAY	01/12/2026	02/10/2026	0.00	175.14

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP	Manual Bank Draft	5	5	0.00	261.41
	Packet Totals:	**5**	**5**	**0.00**	**261.41**

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-261.41
	Packet Totals:	**-261.41**

Payment Register

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Bank: AP - ACCOUNTS PAYABLE GENERAL

Vendor Number	Vendor Name	Total Vendor Amount
MEDSUR	MEDSURETY	520.91

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005897	01/23/2026	208.41

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20260121	01/21/2026 DEPENDENT CARE CLAIMS	01/21/2026	02/10/2026	0.00	208.41

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005898	01/30/2026	312.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20260128	01/28/2026 DEPENDENT CARE CLAIMS	01/28/2026	02/10/2026	0.00	312.50

Vendor Number	Vendor Name	Total Vendor Amount
XCEL	XCEL	29,199.21

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005899	02/03/2026	211.36

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
961529321	JAN 2026 ELECTRIC/51-5618604-4	01/16/2026	02/10/2026	0.00	211.36

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005900	02/03/2026	1,252.04

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
961746645	JAN 2026 NATURAL GAS/51-9844507-9	01/20/2026	02/10/2026	0.00	1,252.04

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005901	02/03/2026	1,533.96

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
961891797	JAN 2026 ELECTRIC/51-0934944-0	01/21/2026	02/10/2026	0.00	1,533.96

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005902	02/03/2026	2,833.75

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
961966173	JAN 2026 ELECTRIC/51-6269155-0	01/21/2026	02/10/2026	0.00	2,833.75

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005903	02/03/2026	2,399.22

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
962312625	JAN 2026 ELECTRIC/51-6583740-5	01/23/2026	02/10/2026	0.00	2,399.22

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005904	02/03/2026	2,018.25

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
962313060	JAN 2026 ELECTRIC/51-6295632-3	01/23/2026	02/10/2026	0.00	2,018.25

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005905	02/03/2026	1,274.98

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
962785286	JAN 2026 ELECTRIC/51-0014850581-0	01/27/2026	02/10/2026	0.00	1,274.98

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005906	02/03/2026	531.79

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
962607171	JAN 2026 ELECTRIC/51-0015258857-8	01/26/2026	02/10/2026	0.00	531.79

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005907	02/03/2026	346.35

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
962486966	JAN 2026 ELECTRIC/51-5365771-9	01/26/2026	02/10/2026	0.00	346.35

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005908	02/03/2026	16,669.99

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
962482306	JAN 2025 ELECTRIC/51-4343562-9	01/26/2026	02/10/2026	0.00	16,669.99

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005909	02/04/2026	70.26

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
961621330	JAN 2026 ELECTRIC/51-0015593212-9	01/16/2026	02/10/2026	0.00	70.26

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005912	02/04/2026	57.26

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
962079601	JAN 2026 ELECTRIC/51-0015593206-1	01/21/2026	02/10/2026	0.00	57.26

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP	Manual Bank Draft	14	14	0.00	29,720.12
	Packet Totals:	**14**	**14**	**0.00**	**29,720.12**

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-29,720.12
	Packet Totals:	**-29,720.12**

Payment Register

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Bank: AP - ACCOUNTS PAYABLE GENERAL

Vendor Number	Vendor Name	Total Vendor Amount
CENLIN	CENTURY LINK	811.08

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005914	02/04/2026	291.18

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
333951068-01/26	JAN 2026 SERVICE/FIRE DEPARTMENT	01/10/2026	02/10/2026	0.00	291.18

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005915	02/04/2026	184.99

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
334036299-01/26	JAN 2026 SERVICE/TANNERS	01/16/2026	02/10/2026	0.00	184.99

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005916	02/04/2026	196.05

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
333616028-01/26	JAN 2026 SERVICE/DISCOVERY CENTER	01/16/2026	02/10/2026	0.00	196.05

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005917	02/04/2026	138.86

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
333867705-01/26	JAN 2026 SERVICE/FIRE DEPARTMENT	01/19/2026	02/10/2026	0.00	138.86

Vendor Number	Vendor Name	Total Vendor Amount
MNDP15	MINNESOTA DEPARTMENT OF REVENUE	4,465.00

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005910	01/09/2026	4,465.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2025 4TH QTR	2025 Q4 ESTIMATED MNCARE TAX	12/31/2025	02/10/2026	0.00	4,465.00

Vendor Number	Vendor Name	Total Vendor Amount
QUAFIN	QUADIENT FINANCE USA, INC.	496.68

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005911	02/04/2026	496.68

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
Q2183476	11/15/2025 - 02/14/2026 POSTAGE METER LEASE	01/14/2026	02/10/2026	0.00	496.68

Vendor Number	Vendor Name	Total Vendor Amount
UPS	UPS	22.17

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005934	02/04/2026	22.17

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0000Y157Y1046	01/15/2026 POSTAGE/POLICE DEPARTMENT	01/15/2026	02/10/2026	0.00	22.17

Vendor Number	Vendor Name	Total Vendor Amount
XCEL	XCEL	52.78

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT005913	02/04/2026	52.78

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
957818087	DEC 2025 ELECTRIC/51-0015593206-1	12/18/2025	02/10/2026	0.00	52.78

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP	Manual Bank Draft	8	8	0.00	5,847.71
	Packet Totals:	**8**	**8**	**0.00**	**5,847.71**

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-5,847.71
	Packet Totals:	**-5,847.71**

Payment Register

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Bank: AP - ACCOUNTS PAYABLE GENERAL

Vendor Number	Vendor Name	Total Vendor Amount
	Void	0.00

Payment Type	Payment Number	Payment Date	Payment Amount
**Void Check	105476	02/10/2026	0.00

Vendor Number	Vendor Name	Total Vendor Amount
DUPADR	ADRIAN DUPRE	704.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105407	02/10/2026	704.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1068	12/26/2025 - 01/08/2026 CLEAN RESTROOMS	01/08/2026	02/10/2026	0.00	352.00
1069	01/09/2026 - 01/22/2026 CLEAN RESTROOMS	01/22/2026	02/10/2026	0.00	352.00

Vendor Number	Vendor Name	Total Vendor Amount
ALTUSP	ALTUS POWER LLC	634.31

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105408	02/10/2026	634.31

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2601-8020C	DEC 2025 SOLAR GARDEN	12/31/2025	02/10/2026	0.00	634.31

Vendor Number	Vendor Name	Total Vendor Amount
AMACAP	AMAZON CAPITAL SERVICES	1,069.13

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105409	02/10/2026	1,069.13

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
13LK-99FT-RTCH	TIRE INFLATORS/HOSE/FIRE DEPARTMENT	01/19/2026	02/10/2026	0.00	73.74
16PG-V61J-KP9Q	COFFEE MAKER MAT/CUPS/HAND SANITIZER	01/22/2026	02/10/2026	0.00	37.47
16TX-D4VF-4RPF	SHARPIE/BATTERY/SCISSOR	01/20/2026	02/10/2026	0.00	44.58
1GT1-D6HG-9J6Y	NAPKINS/CUPS/PLASTIC EGGS/SOAP/RECREATION	01/15/2026	02/10/2026	0.00	139.60
1JYP-LJPF-94XC	PENS/PUBLIC WORKS	01/05/2026	02/10/2026	0.00	9.52
1PN1-NGXV-T3J4	TOWELS/FIRE DEPARTMENT	01/21/2026	02/10/2026	0.00	23.98
1RQD-WKFD-D6FW	PLASTIC EGGS/BUCKETS/TABLECLOTH/RECREATION	01/21/2026	02/10/2026	0.00	55.37
1T36-FX39-GR6G	FOLDERS	01/27/2026	02/10/2026	0.00	41.17
1XKC-Y3GG-CL3L	TONER CARTRIDGE	01/15/2026	02/10/2026	0.00	643.70

Vendor Number	Vendor Name	Total Vendor Amount
APWA	AMERICAN PUBLIC WORKS ASSOCIATION	315.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105410	02/10/2026	315.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
000913433	2026 MEMBERSHIP DUES/WILLIAMS	02/01/2026	02/10/2026	0.00	315.00

Vendor Number	Vendor Name	Total Vendor Amount
ASPMIL	ASPEN MILLS	691.06

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105411	02/10/2026	691.06

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
368553	UNIFORMS/CARPENTIER	01/12/2026	02/10/2026	0.00	16.85
369189	UNIFORMS/WOLD	01/21/2026	02/10/2026	0.00	46.50
369464	UNIFORMS/LEAR	01/26/2026	02/10/2026	0.00	37.80
369740	UNIFORMS/FIRE DEPARTMENT	01/29/2026	02/10/2026	0.00	199.98
369743	UNIFORMS/HARTMAN	01/29/2026	02/10/2026	0.00	189.95
369840	UNIFORMS/RITCHIE	01/30/2026	02/10/2026	0.00	199.98

Vendor Number	Vendor Name	Total Vendor Amount
BEAUWI	BEAU WILSON	45.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105412	02/10/2026	45.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
JAN - JUN 2025	JAN - JUN 2025 PLANNING MEETINGS	06/05/2025	02/10/2026	0.00	45.00

Vendor Number	Vendor Name	Total Vendor Amount
BOSCHB	BOSCH BUILDING TECHNOLOGIES LLC	120,393.50

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105413	02/10/2026	120,393.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
ARIVU000044990-100	B2024-01 MILESTONE AND LENEL SECURITY SYSTEM	01/31/2026	02/10/2026	0.00	108,681.38
ARIVU000051775-100	B2024-01 MILESTONE AND LENEL SECURITY SYSTEM	01/31/2026	02/10/2026	0.00	11,712.12

Vendor Number	Vendor Name	Total Vendor Amount
BROINC	BROWNELLS, INC.	5,235.53

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105414	02/10/2026	5,235.53

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2026412626294	FIREARM SUPPLIES/POLICE DEPARTMENT	01/22/2026	02/10/2026	0.00	5,235.53

Vendor Number	Vendor Name	Total Vendor Amount
BUSINE	BUSINESS ESSENTIALS	171.03

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105415	02/10/2026	171.03

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
WO-1379828-1	PAPER TOWELS/FIRE DEPARTMENT	02/02/2026	02/10/2026	0.00	171.03

Vendor Number	Vendor Name	Total Vendor Amount
CAMPBE	CAMPBELL KNUTSON, P.A.	1,629.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105416	02/10/2026	1,629.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3580-0000G - 2	DEC 2025 LEGAL SERVICES/SYSTEM STATEMENT APPEAL	12/31/2025	02/10/2026	0.00	1,629.00

Vendor Number	Vendor Name	Total Vendor Amount
CAPITA	CAPITAL CITY FIREFIGHTER'S ASSOCIATION	50.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105417	02/10/2026	50.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
26-123	2026 MEMBERSHIP DUES/FIRE DEPARTMENT	01/28/2026	02/10/2026	0.00	50.00

Vendor Number	Vendor Name	Total Vendor Amount
CHACOM	CHARTER COMMUNICATIONS	50.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105418	02/10/2026	50.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
25-013392	DISTINCT IDENTIFICATION/POLICE DEPARTMENT	01/27/2026	02/10/2026	0.00	50.00

Vendor Number	Vendor Name	Total Vendor Amount
CAMCH1	CHRISTOPHER CAMPBELL	45.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105419	02/10/2026	45.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
JAN - JUN 2025	JAN - JUN 2025 PLANNING MEETINGS	06/05/2025	02/10/2026	0.00	45.00

Vendor Number	Vendor Name	Total Vendor Amount
CINCOR	CINTAS CORPORATION	1,785.61

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105420	02/10/2026	1,785.61

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4255544014	LAUNDRY SERVICES/PUBLIC WORKS	01/07/2026	02/10/2026	0.00	754.36
4257054355	LAUNDRY SERVICES/PUBLIC WORKS	01/21/2026	02/10/2026	0.00	725.53
4257057383	MATS/DISCOVERY CENTER	01/21/2026	02/10/2026	0.00	64.51
4257801685	MATS/DISCOVERY CENTER	01/28/2026	02/10/2026	0.00	101.92
4257801732	MATS/FIRE DEPARTMENT	01/28/2026	02/10/2026	0.00	139.29

Vendor Number	Vendor Name	Total Vendor Amount
CINNO2	CINTAS CORPORATION NO. 2	112.84

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105421	02/10/2026	112.84

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5314239703	MEDICINE CABINET RE-STOCK/PUBLIC WORKS	01/22/2026	02/10/2026	0.00	112.84

Vendor Number	Vendor Name	Total Vendor Amount
CLEANI	CLEANING SOLUTIONS SERVICES LLC	4,710.19

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105422	02/10/2026	4,710.19

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1676	JAN 2026 CLEANING/DISCOVERY CENTER	01/31/2026	02/10/2026	0.00	973.35
1677	JAN 2026 CLEANING/CITY HALL/POLICE DEPARTMENT	01/31/2026	02/10/2026	0.00	3,193.00
1678	JAN 2026 CLEANING/FIRE STATION/NORTH & SOUTH	01/31/2026	02/10/2026	0.00	543.84

Vendor Number	Vendor Name	Total Vendor Amount
COMANI	COMPANION ANIMAL CONTROL	400.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105423	02/10/2026	400.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
JAN 2026	JAN 2026 ANIMAL CONTROL	01/16/2026	02/10/2026	0.00	400.00

Vendor Number	Vendor Name	Total Vendor Amount
COMMIN	COMPASS MINERALS AMERICA	53,715.03

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105424	02/10/2026	53,715.03

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1614788	ROAD SALT	01/26/2026	02/10/2026	0.00	42,097.34
1615727	ROAD SALT	01/27/2026	02/10/2026	0.00	8,696.89
1618007	ROAD SALT	01/27/2026	02/10/2026	0.00	2,920.80

Vendor Number	Vendor Name	Total Vendor Amount
CONWAY	CONWAY SHIELD, INC	167.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105425	02/10/2026	167.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0547807	HELMET SHIELD/FIRE DEPARTMENT	01/16/2026	02/10/2026	0.00	167.00

Vendor Number	Vendor Name	Total Vendor Amount
PIEDAL	DALLAS K PIERSON	85.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105426	02/10/2026	85.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
JAN - JUN 2025	JAN - JUN 2025 PLANNING MEETINGS	06/05/2025	02/10/2026	0.00	85.00

Vendor Number	Vendor Name	Total Vendor Amount
KRINKE	DANIELLE KRINKE	38.99

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105427	02/10/2026	38.99

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
C26-001	LOST USB/POLICE DEPARTMENT	02/10/2026	02/10/2026	0.00	38.99

Vendor Number	Vendor Name	Total Vendor Amount
DUNNTR	DUNN TRAVIS	5,104.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105428	02/10/2026	5,104.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
15000	01/08/2026 - 01/29/2026 INSPECTIONS	01/29/2026	02/10/2026	0.00	5,104.00

Vendor Number	Vendor Name	Total Vendor Amount
EBERTI	EBERT, INC	112,217.42

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105429	02/10/2026	112,217.42

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
NO. 4	ROOFING INSURANCE CLAIM	01/21/2026	02/10/2026	0.00	112,217.42

Vendor Number	Vendor Name	Total Vendor Amount
ECKBER	ECKBERG LAMMERS, P.C.	499.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105430	02/10/2026	499.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4643	LAW ENFORCEMENT TRAINING ADVISORY COMMISSION/	02/02/2026	02/10/2026	0.00	499.00

Vendor Number	Vendor Name	Total Vendor Amount
ECSSYS	ECSI SYSTEM INTEGRATORS	1,500.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105431	02/10/2026	1,500.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
397002	2026 FIRE ALARM MONITORING/DISCOVERY CENTER	01/01/2026	02/10/2026	0.00	360.00
397003	2026 CELLULAR FIRE ALARM MONITORING/PUBLIC WORK	01/01/2026	02/10/2026	0.00	780.00
397189	2026 FIRE ALARM MONITORING/5000 HADLEY/FIRE DEPA	01/01/2026	02/10/2026	0.00	360.00

Vendor Number	Vendor Name	Total Vendor Amount
FACMOT	FACTORY MOTOR PARTS COMPANY	1,486.46

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105432	02/10/2026	1,486.46

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1-11414127	BRAKE ROTORS/UNIT #1774	01/21/2026	02/10/2026	0.00	196.06
1-11418858	BATTERY/UNIT #1282	01/23/2026	02/10/2026	0.00	345.55
1-11424122	HOSE FITTING/AIR FILTER/SHOP STOCK	01/26/2026	02/10/2026	0.00	405.59
165-061655	FUEL FILTER/UNIT #2010	01/28/2026	02/10/2026	0.00	22.61
19-979403	SPARKPLUG/UNIT #2158	01/16/2026	02/10/2026	0.00	26.16
19-979835	BRAKE PAD/UNIT #1774	01/21/2026	02/10/2026	0.00	59.67
19-980038	PLUGS/FUEL INJECTOR/UNIT #1774	01/23/2026	02/10/2026	0.00	98.59
19-980174	BRAKE PAD/UNIT #1774	01/26/2026	02/10/2026	0.00	57.42
19-980257	CREDIT BRAKE PAD/UNIT #1774	01/26/2026	02/10/2026	0.00	-59.67
19-980470	FUEL FILTER/UNIT #2010	01/28/2026	02/10/2026	0.00	31.16
74-375314	OIL FILTER ADAPTER/UNIT #1774	01/21/2026	02/10/2026	0.00	303.32

Vendor Number	Vendor Name	Total Vendor Amount
GRAING	GRAINGER INC	84.20

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105433	02/10/2026	84.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9773598256	PLUG REPLACEMENT/WELL #5/WELL #3	01/16/2026	02/10/2026	0.00	84.20

Vendor Number	Vendor Name	Total Vendor Amount
GREAME	GREAT AMERICAN BUSINESS PRODUCTS	1,600.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105434	02/10/2026	1,600.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
43485180	PAWPAL PET WASTE BAGS	01/21/2026	02/10/2026	0.00	1,600.00

Vendor Number	Vendor Name	Total Vendor Amount
REGHOS	GROUP HEALTH PLAN, INC.	1,679.14

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105435	02/10/2026	1,679.14

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4071008	PHARMACY STOCK/FIRE DEPARTMENT	01/22/2026	02/10/2026	0.00	1,679.14

Vendor Number	Vendor Name	Total Vendor Amount
GRUPOW	GRUBERS POWER EQUIPMENT	7.18

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105436	02/10/2026	7.18

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
01-51023	SCREWS	01/26/2026	02/10/2026	0.00	7.18

Vendor Number	Vendor Name	Total Vendor Amount
GUASUP	GUARDIAN SUPPLY	807.98

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105437	02/10/2026	807.98

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
23303	UNIFORMS/WANDMACHER	01/29/2026	02/10/2026	0.00	395.99
23304	UNIFORMS/RADMANOVICH	01/29/2026	02/10/2026	0.00	395.99
23313	UNIFORM/KISSNER	01/30/2026	02/10/2026	0.00	16.00

Vendor Number	Vendor Name	Total Vendor Amount
IAOCAI	INTERNATIONAL ASSOCIATION OF CRIME ANALYSTS, IN	520.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105438	02/10/2026	520.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
24529	04/06/2026 - 06/26/2026 CRIME ANALYSIS COURSE/JOHN	01/26/2026	02/10/2026	0.00	520.00

Vendor Number	Vendor Name	Total Vendor Amount
HAGJAN	JANET HAGEN	45.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105439	02/10/2026	45.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
JAN - JUN 2025	JAN - JUN 2025 PLANNING MEETINGS	06/05/2025	02/10/2026	0.00	45.00

Vendor Number	Vendor Name	Total Vendor Amount
KAMCOM	KAMCO MANUFACTURING	2,500.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105440	02/10/2026	2,500.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5488	TREE REMOVAL/4759 GRANADA AVE N	01/13/2026	02/10/2026	0.00	2,500.00

Vendor Number	Vendor Name	Total Vendor Amount
WAKEMK	KELLEY WAKEM	500.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105441	02/10/2026	500.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
429768	ESCROW RELEASE/556 GLENBROOK AVE	12/22/2025	02/10/2026	0.00	500.00

Vendor Number	Vendor Name	Total Vendor Amount
KENGRA	KENNEDY & GRAVEN CHARTERED	12,991.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105442	02/10/2026	12,991.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
191476	DEC 2025 LEGAL SERVICES	12/31/2025	02/10/2026	0.00	12,991.00

Vendor Number	Vendor Name	Total Vendor Amount
KILELE	KILLMER ELECTRIC CO INC	3,975.74

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105443	02/10/2026	3,975.74

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
W26226	STREET LIGHT REPAIR/GRANADA AVE & GRANADA LANE	01/06/2026	02/10/2026	0.00	435.07
W26255	STREET LIGHT REPAIR/567 GREENE AVE	12/30/2025	02/10/2026	0.00	288.77
W26258	STREET LIGHT REPAIR/6185 26TH ST N	01/06/2026	02/10/2026	0.00	700.00
W26266	STREET LIGHT REPAIR/7TH ST N & CENTURY AVE N	01/09/2026	02/10/2026	0.00	245.60
W26331	STREET LIGHT REPAIR/6505 UPPER 14TH ST	01/16/2026	02/10/2026	0.00	331.50
W26332	STREET LIGHT REPAIR/6356 48TH ST N	01/16/2026	02/10/2026	0.00	230.20
W26333	STREET LIGHT REPAIR/5680 HADLEY AVE	01/21/2026	02/10/2026	0.00	754.40
W26334	STREET LIGHT REPAIR/48TH ST & GLENBROOK AVE	01/16/2026	02/10/2026	0.00	266.20
W26337	STREET LIGHT REPAIR/6850 8TH ST	01/21/2026	02/10/2026	0.00	584.00
W26338	STREET LIGHT REPAIR/4617 HILLVALE WAY	01/19/2026	02/10/2026	0.00	140.00

Vendor Number	Vendor Name	Total Vendor Amount
KIRFIR	KIRVIDA FIRE, INC.	667.80

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105444	02/10/2026	667.80

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
13973	REPLACE PUMP COMPARTMENT LIGHT/ENGINE #1	01/30/2026	02/10/2026	0.00	153.47
13974	INSTALL BATTERY CHARGER/LADDER #1	01/30/2026	02/10/2026	0.00	514.33

Vendor Number	Vendor Name	Total Vendor Amount
KONINC	KONE INC	210.16

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105445	02/10/2026	210.16

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
871925061	FEB 2026 MAINTENANCE/CITY HALL ELEVATOR	02/01/2026	02/10/2026	0.00	210.16

Vendor Number	Vendor Name	Total Vendor Amount
LEAMI1	LEAGUE OF MINNESOTA CITIES	3,600.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105446	02/10/2026	3,600.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
440859	PEACE OFFICER ACCREDITED TRAINING/POLICE DEPARTM	01/02/2026	02/10/2026	0.00	3,600.00

Vendor Number	Vendor Name	Total Vendor Amount
LIFLIN	LIFE LINE BILLING SYSTEMS, LLC	5,181.79

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105447	02/10/2026	5,181.79

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
LQ-010178	DEC 2025 AMBULANCE BILLING - LIFE LINE COLLECTIONS	12/31/2025	02/10/2026	0.00	1,306.60
LQ-010342	DEC 2025 AMBULANCE BILLING - EMSMC	12/31/2025	02/10/2026	0.00	3,875.19

Vendor Number	Vendor Name	Total Vendor Amount
MACEQU	MACQUEEN EQUIPMENT INC	83,809.83

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105448	02/10/2026	83,809.83

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
P60458	V2025-05 VEHICLE SET UP	01/07/2026	02/10/2026	0.00	60,770.59
P60531	GEAR CLEANER/FIRE DEPARTMENT	01/08/2026	02/10/2026	0.00	334.74
P60784	BOOTS/FIRE DEPARTMENT	01/14/2026	02/10/2026	0.00	1,855.05
P60814	BOOTS/FIRE DEPARTMENT	01/14/2026	10/02/2026	0.00	631.94

P61409	SCUBA FLOW TESTING/FIRE DEPARTMENT	01/26/2026	02/10/2026	0.00	239.25
P61625	V2025-05 VEHICLE SETUP	01/29/2026	02/10/2026	0.00	17,906.36
P61702	V2025-05 VEHICLE SETUP	01/30/2026	02/10/2026	0.00	528.87
P61812	V2025-05 VEHICLE SETUP	02/02/2026	02/10/2026	0.00	1,543.03

Vendor Number MANOIL **Vendor Name** MANSFIELD OIL COMPANY **Total Vendor Amount** 2,653.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105449	02/10/2026	2,653.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
27440920	1070.00 GALLONS DIESEL FUEL	01/16/2026	02/10/2026	0.00	2,653.00

Vendor Number MATHES **Vendor Name** MATHESON TRI-GAS, INC **Total Vendor Amount** 310.19

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105450	02/10/2026	310.19

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0032701427	OXYGEN CYLINDER RENTAL/FIRE DEPARTMENT	01/21/2026	02/10/2026	0.00	310.19

Vendor Number WILMAT **Vendor Name** MATTHEW D. WILLIAMS **Total Vendor Amount** 40.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105451	02/10/2026	40.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20260120	REIMBURSEMENT FOR DECALS	01/20/2026	02/10/2026	0.00	40.00

Vendor Number MENARD **Vendor Name** MENARDS **Total Vendor Amount** 644.13

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105452	02/10/2026	644.13

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
19420	FUEL LINE FOR SNOWBLOWER	01/16/2026	02/10/2026	0.00	4.24
19438	PAINT DEGLOSSER/TAPE/DROP CLOTH/BITS/BRUSH/SANI	01/16/2026	02/10/2026	0.00	79.52
19732	DRAIN CLEANER/PLUNGER/LEAK DETECTOR/SALT	01/22/2026	02/10/2026	0.00	72.35
19785	KNIFE/WALL PANELS	01/23/2026	02/10/2026	0.00	94.82
19787	HEAT GUN	01/23/2026	02/10/2026	0.00	55.24
19805	COUPLER/AIR NEEDLE SCALER	01/23/2026	02/10/2026	0.00	56.93
19911	CLOG REMOVER/SHOP TOWELS/AIR FILTER	01/26/2026	02/10/2026	0.00	34.96
19926	DRAIN VALVE/WELL #5	01/26/2026	02/10/2026	0.00	11.99
19931	DRILL BITS/PAINT PENS/SCREWS/SCREW ANCHOR	01/26/2026	02/10/2026	0.00	114.92
20021	PLUGS/COUPLERS/HOSE	01/28/2026	02/10/2026	0.00	79.77
20025	HOSE/METAL BLADE/GRINDER KIT	01/28/2026	02/10/2026	0.00	29.46
20198	CAP NUTS/LOCK WASHER/SCREWS	01/31/2026	02/10/2026	0.00	9.93

Vendor Number METPR1 **Vendor Name** METRO PRODUCTS INC. **Total Vendor Amount** 102.60

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105453	02/10/2026	102.60

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
190212	BOLTS	01/27/2026	02/10/2026	0.00	76.59
190214	FLATWASHER/BOLTS	01/27/2026	02/10/2026	0.00	26.01

Vendor Number ROSEVI **Vendor Name** METRO-INET **Total Vendor Amount** 319.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105454	02/10/2026	319.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3252	VPN LICENSE/MINERS	01/21/2026	02/10/2026	0.00	319.00

Vendor Number	Vendor Name	Total Vendor Amount
METMEC	METROPOLITAN MECHANICAL CONTRACTORS, INC.	989.50

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105455	02/10/2026	989.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10032972	REPLACE TEST PORT/FIRE DEPARTMENT	12/30/2025	02/10/2026	0.00	989.50

Vendor Number	Vendor Name	Total Vendor Amount
MCCMIK	MIKE MCCAULEY	75.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105456	02/10/2026	75.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
JAN - JUN 2025	JAN - JUN 2025 PLANNING MEETINGS	06/05/2025	02/10/2026	0.00	75.00

Vendor Number	Vendor Name	Total Vendor Amount
MCPMIK	MIKE MCPHILLIPS, INC	1,237.49

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105457	02/10/2026	1,237.49

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5399	REPAIR HYDRAULIC LINE/ELGIN STREET SWEEPER	09/29/2025	02/10/2026	0.00	1,237.49

Vendor Number	Vendor Name	Total Vendor Amount
MNBURE	MINNESOTA BUREAU OF CRIMINAL APPREHENSION	256.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105458	02/10/2026	256.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20260210	BACKGROUND CHECKS/SEASONAL STAFF	02/10/2026	02/10/2026	0.00	256.00

Vendor Number	Vendor Name	Total Vendor Amount
MNCHIE	MINNESOTA CHIEFS OF POLICE ASSOCIATION	775.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105459	02/10/2026	775.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
23021	2026 MN CHIEF OF POLICE ASSOCIATION MEMBER/CLAYF	01/01/2026	02/10/2026	0.00	775.00

Vendor Number	Vendor Name	Total Vendor Amount
MINADM	MINNESOTA DEPARTMENT OF ADMIN/DATA PRACTICE:	500.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105460	02/10/2026	500.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
00000911244	LAW ENFORCEMENT DATA WORKSHOP/ROTH	01/28/2026	02/10/2026	0.00	250.00
00000911245	LAW ENFORCEMENT DATA WORKSHOP/KORAN	01/28/2026	02/10/2026	0.00	250.00

Vendor Number	Vendor Name	Total Vendor Amount
MURPHY	MURPHY WALL-BEDS HARDWARE INC	4,433.80

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105461	02/10/2026	4,433.80

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
D2246	B2024-01 FURNITURE/NEW PUBLIC WORKS	01/03/2026	02/10/2026	0.00	4,433.80

Vendor Number	Vendor Name	Total Vendor Amount
MUTUAL	MUTUAL OF OMAHA INSURANCE COMPANY	20,698.33

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105462	02/10/2026	20,698.33

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
002004734516	JAN 2026 INSURANCE	01/01/2026	02/10/2026	0.00	20,698.33

Vendor Number	Vendor Name	Total Vendor Amount
XCEENE	NICOLLET PROJECTS I LLC	2,478.67

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105463	02/10/2026	284.29

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
004242	DEC 2025 SOLAR GARDEN/5000 HADLEY	12/31/2025	02/10/2026	0.00	284.29

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105464	02/10/2026	2,194.38

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
004269	DEC 2025 SOLAR GARDEN	12/31/2025	02/10/2026	0.00	2,194.38

Vendor Number	Vendor Name	Total Vendor Amount
OREAUT	O'REILLY AUTO PARTS	121.38

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105465	02/10/2026	121.38

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3256-152323	AIR FILTER/UNIT #1774	01/23/2026	02/10/2026	0.00	18.48
3256-152644	MOTOR OIL/UNIT #2597	01/27/2026	02/10/2026	0.00	48.93
3256-152808	FUEL ADDITIVES/SHOP STOCK	01/28/2026	02/10/2026	0.00	53.97

Vendor Number	Vendor Name	Total Vendor Amount
PARSON	PEC SOLUTIONS LLC	456.99

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105466	02/10/2026	456.99

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
S0013369809	TROUBLESHOOT SOFT START CONTROLLER/WELL #9	12/24/2025	02/10/2026	0.00	456.99

Vendor Number	Vendor Name	Total Vendor Amount
POMTIR	POMP'S TIRE SERVICE, INC.	1,249.13

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105467	02/10/2026	1,249.13

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
210809518	TIRES/JOHN DEERE BACKHOE	01/27/2026	02/10/2026	0.00	1,249.13

Vendor Number	Vendor Name	Total Vendor Amount
PREMOB	PRECISE MOBILE RESOURCE MANAGEMENT	330.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105468	02/10/2026	330.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IN200-2010600	DEC 2025 DATA PLAN/PUBLIC WORKS	12/31/2025	02/10/2026	0.00	330.00

Vendor Number	Vendor Name	Total Vendor Amount
RAIPAR	RAINBOW PARTY ARTS	540.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105469	02/10/2026	540.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6883	04/04/2026 FACE PAINTING/EGG HUNT	01/21/2026	02/10/2026	0.00	540.00

Vendor Number	Vendor Name	Total Vendor Amount
RIEFAR	RIES FARMS LLC	1,132.16

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105470	02/10/2026	1,132.16

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
33962	YARD WASTE/COMPOST DISPOSAL	01/09/2026	02/10/2026	0.00	544.96
33980	YARD WASTE/COMPOST DISPOSAL	01/12/2026	02/10/2026	0.00	587.20

Vendor Number	Vendor Name	Total Vendor Amount
SANCRE	SAND CREEK EAP LLC	3,987.30

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105471	02/10/2026	3,987.30

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
SDC-IN-101497	DEC 2025 ORGANIZATIONAL DEVELOPMENT SERVICES	12/31/2025	02/10/2026	0.00	1,673.11

SDC-IN-101545	JAN 2026 ORGANIZATIONAL DEVELOPMENT SERVICES	01/31/2026	02/10/2026	0.00	2,314.19

Vendor Number POPHIL **Vendor Name** SARAH JOHNSON **Total Vendor Amount** 650.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105472	02/10/2026	650.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20260121	04/04/2026 PETTING ZOO/EGG HUNT	01/21/2026	02/10/2026	0.00	650.00

Vendor Number SAVATR **Vendor Name** SAVATREE **Total Vendor Amount** 3,630.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105473	02/10/2026	3,630.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
15987970	TREE REMOVALS	01/05/2026	02/10/2026	0.00	3,630.00

Vendor Number STAMAR **Vendor Name** STA-MAR SERVICES LLC **Total Vendor Amount** 1,041.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105474	02/10/2026	1,041.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
NO. 1 JAN 2026	JAN 2026 INSPECTIONS	01/30/2026	02/10/2026	0.00	1,041.00

Vendor Number STAADV **Vendor Name** STAPLES BUSINESS ADVANTAGE **Total Vendor Amount** 793.11

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105475	02/10/2026	793.11

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6053834351	MARKERS/POST IT/FIRE DEPARTMENT	01/20/2026	02/10/2026	0.00	28.33
6053834352	NOTE PADS/STICKY NOTES/PAPER/HIGHLIGHTER/TAPE	01/20/2026	02/10/2026	0.00	161.99
6053834353	MARKERS/FIRE DEPARTMENT	01/20/2026	02/10/2026	0.00	4.99
6053834354	PAPER/NAPKIN/BINDERCLIPS	01/02/2026	02/10/2026	0.00	122.79
6053834355	BATTERIES/FIRE DEPARTMENT	01/06/2026	02/10/2026	0.00	30.86
6053834356	PLATES/FIRE DEPARTMENT	01/02/2026	02/10/2026	0.00	29.17
6053834357	PAPER/FIRE DEPARTMENT	01/06/2026	02/10/2026	0.00	14.42
6053834358	WALL FILE MESH	01/16/2026	02/10/2026	0.00	70.38
6053834359	PAPER/POUCHES/SCISSORS/BINDER/DESKPAD	01/22/2026	02/10/2026	0.00	181.66
6053834360	PAPER/SHARPIE/POLICE DEPARTMENT	01/22/2026	02/10/2026	0.00	138.40
6053834361	PENS/PUBLIC WORKS	01/22/2026	02/10/2026	0.00	10.12

Vendor Number SUMCOM **Vendor Name** SUMMIT FIRE PROTECTION **Total Vendor Amount** 8,000.45

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105477	02/10/2026	8,000.45

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3811585	2026 FIRE EXTINGUISHER MAINTENANCE/PUBLIC WORKS	01/26/2026	02/10/2026	0.00	5,184.25
3811591	2026 FIRE EXTINGUISHER MAINTENANCE/5000 HADLEY A	01/26/2026	02/10/2026	0.00	950.95
3814971	2026 FIRE EXTINGUISHER MAINTENANCE/CITY HALL/POLI	01/27/2026	02/10/2026	0.00	1,430.80
3814989	2026 FIRE EXTINGUISHER MAINTENANCE/6633 15TH ST N	01/27/2026	02/10/2026	0.00	434.45

Vendor Number MGXEQU **Vendor Name** THE MANITOWOC COMPANY INC **Total Vendor Amount** 474.14

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105478	02/10/2026	474.14

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
PSO115549-1	UNIVERSAL JOINTS/UNIT #2002	01/29/2026	02/10/2026	0.00	474.14

Vendor Number	Vendor Name	Total Vendor Amount
TMOBIL	T-MOBILE US, INC.	753.96

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105479	02/10/2026	10.90

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
208974045-01/26	JAN 2026 CELL PHONE/RECREATION	01/21/2026	02/10/2026	0.00	10.90

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105480	02/10/2026	673.54

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
998657760-12/25	DEC 2025 CELL PHONE/FIRE DEPARTMENT	12/21/2025	02/10/2026	0.00	673.54

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105481	02/10/2026	34.76

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
208974045-11/25	NOV 2025 CELL PHONE/RECREATION	11/21/2025	02/10/2026	0.00	34.76

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105482	02/10/2026	34.76

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
208974045-12/25	DEC 2025 CELL PHONE/RECREATION	12/21/2025	02/10/2026	0.00	34.76

Vendor Number	Vendor Name	Total Vendor Amount
WILTOM	TOM WILLENBRING	75.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105483	02/10/2026	75.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
JAN - JUN 2025	JAN - JUN 2025 PLANNING MEETINGS	06/05/2025	02/10/2026	0.00	75.00

Vendor Number	Vendor Name	Total Vendor Amount
TOWMAS	TOWMASTER	2,749.71

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105484	02/10/2026	2,749.71

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
90004592	REBUILD SYSTEM/REPLACED CYLINDER/UNIT #2005/#201	01/20/2026	02/10/2026	0.00	2,749.71

Vendor Number	Vendor Name	Total Vendor Amount
TRISTA	TRI STATE BOBCAT INC	919.38

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105485	02/10/2026	919.38

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
A59498	VALVE/FITTINGS/ADAPTER	01/21/2026	02/10/2026	0.00	919.38

Vendor Number	Vendor Name	Total Vendor Amount
WASASS	WASHINGTON COUNTY ASSESSORS OFFICE	2,833.33

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105486	02/10/2026	2,833.33

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2025-1036	2026 TRUTH IN TAXATION	01/16/2026	02/10/2026	0.00	2,833.33

Vendor Number	Vendor Name	Total Vendor Amount
WASHEA	WASHINGTON COUNTY DEPT OF PUBLIC HEALTH	1,791.20

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105487	02/10/2026	1,791.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2026-PHES-3197	HAZARDOUS WASTE DISPOSAL	01/30/2026	02/10/2026	0.00	1,791.20

Vendor Number	Vendor Name	Total Vendor Amount
WASREC	WASHINGTON COUNTY RECORDER/REGISTRAR	46.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105488	02/10/2026	46.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
P692293	B2024-01 WELL VARIANCE RECORDING	10/24/2025	02/10/2026	0.00	46.00

Vendor Number	Vendor Name	Total Vendor Amount
WASSHE	WASHINGTON COUNTY SHERIFFS DEPARTMENT	1,050.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105489	02/10/2026	1,050.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
234490	JAN 2026 INTOX	01/31/2026	02/10/2026	0.00	1,050.00

Vendor Number	Vendor Name	Total Vendor Amount
WSBASS	WSB & ASSOCIATES, INC.	3,593.50

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105490	02/10/2026	3,593.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
R-026592-000-8	DEC 2025 GIS CONSULTING SERVICES	12/31/2025	02/10/2026	0.00	2,750.00
R-033014-000-1	SP2025-12 ASSET MANAGEMENT/WATERMAIN	12/31/2025	02/10/2026	0.00	843.50

Vendor Number	Vendor Name	Total Vendor Amount
DIAYAY	YAYA DIATTA	45.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105491	02/10/2026	45.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
JAN - JUN 2025	JAN - JUN 2025 PLANNING MEETINGS	06/05/2025	02/10/2026	0.00	45.00

Vendor Number	Vendor Name	Total Vendor Amount
ZARBRU	ZARNOTH BRUSH WORKS, INC.	1,209.20

Payment Type	Payment Number	Payment Date	Payment Amount
Check	105492	02/10/2026	1,209.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0204969-IN	SWEEPER BROOM PARTS	01/22/2026	02/10/2026	0.00	1,209.20

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP	Check	171	85	0.00	504,018.57
AP	Voided **Void Check	0	1	0.00	0.00
	Packet Totals:	**171**	**86**	**0.00**	**504,018.57**

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-504,018.57
	Packet Totals:	**-504,018.57**

Refund Check Register

Refund Check Detail

UBPKT01523 - 2/10/26 UTILITY REFUND CHECKS JRC

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
001-000524-02	Pomky Properties	2/10/2026	105493	20.50			20.50	Deposit
221-002108-04	Thorvaldson, Carmen & Paul	2/10/2026	105494	250.10			250.10	Deposit
221-002406-01	Dettloff, Robert	2/10/2026	105495	42.40			42.40	Deposit
221-002505-02	Larson, Robert	2/10/2026	105496	40.59			40.59	Deposit
222-000059-02	Edlund, Mark	2/10/2026	105497	21.92			21.92	Deposit
222-000386-02	Ecker, Brian	2/10/2026	105498	84.29			84.29	Deposit
222-000944-01	VanSelow, Dennis E	2/10/2026	105499	166.92			166.92	Deposit
224-001679-08	Morrow Partners Inc	2/10/2026	105500	221.85			221.85	Deposit
224-001680-10	Morrow Partners Inc	2/10/2026	105501	57.08			57.08	Deposit
225-001028-02	Hubin, Daniel & Teresa	2/10/2026	105502	40.94			40.94	Deposit
225-001150-02	West, Darrin	2/10/2026	105503	48.51			48.51	Deposit
225-001214-05	Inc, Opendoor Labs	2/10/2026	105504	148.40			148.40	Deposit
225-001440-02	Kaase, Mary	2/10/2026	105505	73.97			73.97	Deposit
225-001472-02	Ringhofer, Mikayla & Luke	2/10/2026	105506	64.37			64.37	Deposit
225-001481-03	Riedle, Kathryn & Kenneth	2/10/2026	105507	200.65			200.65	Deposit
226-002661-03	Dale, Rick & Kathryn	2/10/2026	105508	245.97			245.97	Deposit
336-001437-01	Suedkamp, Stafford	2/10/2026	105509	26.62			26.62	Deposit
337-001889-02	Chavez, David & Jean	2/10/2026	105510	20.81			20.81	Deposit
338-002635-02	Godwin, Kelly & Brent	2/10/2026	105511	101.95			101.95	Deposit
338-002635-03	LLC, KL MN	2/10/2026	105512	30.04			30.04	Deposit
338-002696-05	Inc, Opendoor Labs	2/10/2026	105513	127.19			127.19	Deposit
441-000086-05	Services, Cyprexx	2/10/2026	105514	135.19			135.19	Deposit
441-000135-03	Villaneuva, Carmen Albiter & Eduviges	2/10/2026	105515	156.11			156.11	Deposit
441-000189-05	Cruz, Alice & Reonel Dela	2/10/2026	105516	66.70			66.70	Deposit
441-000400-04	Myles, Melisha	2/10/2026	105517	200.00			200.00	Deposit
442-000606-03	Walters, Bonnie	2/10/2026	105518	22.55			22.55	Deposit
443-002572-03	Broz, Margaret E	2/10/2026	105519	140.91			140.91	Deposit
445-001578-02	Pederson, Rod & Kim	2/10/2026	105520	107.68			107.68	Deposit
445-001587-03	LLC, CBlock Investments	2/10/2026	105521	27.21			27.21	Deposit
Total Refunds: 29			**Total Refunded Amount:**	2,891.42				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	2891.42
Revenue Total:	2891.42