

**City of Grant
City Council Agenda
July 10, 2012**

The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, July 10, 2012, in the Grant Town Hall, 8380 Kimbro Ave. for the purpose of conducting the business hereafter listed, and all accepted additions thereto.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF REGULAR AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
 - A. June 5, 2012 City Council Meeting Minutes
 - B. Bill List, \$71,273.46
 - C. City of Mahtomedi, 2nd Quarter Fire Contract, \$28,739.50
 - D. City of Stillwater, 1st Half Fire Contract, \$44,896.00
 - E. Envirotech Services, Dust Control, \$19,258.57
 - F. Gambling Exempt Permit, Little Sisters of the Poor, July 16, 2012 Indian Hills Golf Club
5. **PUBLIC COMMENT**
6. **STAFF REPORTS**
 - A. City Engineer, Phil Olson
 - i. Authorization of 2012 Seal Coating Bid
 - ii. Justin Trail Neighborhood Overlay Notification Process
 - iii. June Staff Report
 - B. Interim City Planner, Paul Hornby
 - i. June Staff Report
 - C. City Attorney, Nick Vivian
 - i. Fabio Zoning Complaint
 - ii. June Staff Report
 - D. Building Inspector, Jack Kramer (report for June building activities)
7. **NEW BUSINESS**
 - A. Schedule City Planning Services Interviews, Council Member Potter
 - B. Schedule 2013 Budget Meeting, Mayor Carr
 - C. Gas Tax Letter, Council Member Huber

- D. City Letters, Mayor Carr
- E. Complaint Protocol and Communication Process, Planning Commission
- 8. **OLD BUSINESS**
 - A. Portable Restroom Rental from AirFresh Industries, Council Member Bohnen
 - B. Resolution No. 2012-03, Notification to Political Candidates relating to Sign Regulations, Mayor Carr
 - C. Website Items, Mayor Carr
- 9. **DISCUSSION ITEMS**
 - A. Public Comment Inquires, Mayor Carr
 - B. City Council Reports (any updates from Council)
 - C. Staff Reports (any updates from Staff)
- 10. **COMMUNITY CALENDAR JULY 10 THROUGH JULY 31, 2012:**
 - Planning Commission Meeting, Monday, July 16, 2012, Town Hall, 7:00 p.m.
- 11. **CLOSED SESSION FOR THE PURPOSE OF CONFERRING WITH LEGAL COUNSEL AS PERMITTED BY THE ATTORNEY-CLIENT PRIVILEGE PURSUANT TO MINN. STAT. 13D.05 SUBD. 3 (d) ON THE FOLLOWING LEGAL MATTERS:**
 - Nelson v. City of Grant
- 12. **ADJOURNMENT**

ADDRESSING THE CITY COUNCIL

Persons wishing to address the Council on a subject which appears on the agenda must wait until the item is discussed by the Council. The procedure for consideration of an agenda item is (1) staff presentation; (2) presentations by petitioner or advisory bodies (if required); (3) Council motion and seconded to place the matter on the floor; (4) Council questions of staff and/or advisory body reports and discussion; (5) presentations from the audience; and (6) Council decision.

Guidelines for Conduct at the City of Grant City Council Meetings (Per 2007 Meeting Agendas)

The City of Grant welcomes the public to attend all public meetings, workshops, and hearings and you are encouraged to express your opinion during these meetings. To keep the agenda moving smoothly, the City uses the following basic guidelines for presentations made before the Council:

1. **Public comment will be addressed as time allows and individuals must be recognized by the Mayor prior to making comment**
2. **Any individual addressing the Council will approach the microphone and clearly state both their name and address.**
3. **Comments shall be addressed to the City Council only and shall be confined to the agenda item under discussion.**
4. **Comments and reading of written statements shall be limited to 2 minutes and speakers will not be recognized to speak again until everyone who wishes to address the City Council has been heard. You are encouraged not to be repetitious of comments made by any previous speakers.**
5. **The number of individual presentations may be limited by the City Council to accommodate the scheduled agenda items.**
6. **Speakers shall respect the dignity of others being addressed directly or indirectly.**

CITY OF GRANT
MINUTES

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DATE : June 5, 2012
TIME STARTED : 7:03 p.m.
TIME ENDED : 10:55 p.m.
MEMBERS PRESENT : Councilmember Bohnen, Fogelson, Huber, Potter and Mayor Carr
MEMBERS ABSENT : None

Staff members present: City Attorney, Nick Vivian; City Engineer, Phil Olson; and City Clerk, Kim Points

CALL TO ORDER

Mayor Carr called the meeting to order at 7:06 p.m.

PLEDGE OF ALLEGIANCE

SETTING THE AGENDA

Item 8Ai, 2012 Seal Coating was added to the regular agenda.

Item 8Aii, Dry Hydrant Update was added to the regular agenda.

Council Member Huber moved to approve the agenda as amended. Council Member Fogelson seconded the motion. Motion carried unanimously.

CONSENT AGENDA

May 1, 2012, City Council Meeting Minutes	Removed
Bill List, \$40, 998.45	Approved
Miller Excavating, Class 5 Resurfacing, \$28,807.15	Approved
Kline Bros. Excavating, Grading Contractor, \$24,408.75	Approved

Council Member Potter moved to approve the Consent Agenda, as amended. Council Member Fogelson seconded the motion. Motion carried unanimously.

1 **May 1, 2012, City Council Meeting Minutes** – Council Member Huber referred to page 6 and stated
2 there is no reason noted for directing the City Attorney to write a letter of apology to Mr. Larry
3 Lanoux. He requested a statement for future Council's be added to read "An apology given for an
4 unspecified reason." He stated no there was no reason behind the letter of apology to Mr. Lanoux.

5
6 Council Member Bohnen stated they can't put an unspecified reason statement within the minutes
7 because that is not accurate.

8
9 Council Member Huber stated no reason is noted. He read the minutes including the City Attorney's
10 comments and stated he wants a reason noted in the minutes as to why a letter of apology was sent.

11
12 Council Member Bohnen stated a letter of apology was related to the state electric inspector issue.
13 The City processed the information incorrectly.

14
15 Council Member Huber stated he wants included that there was no clear violation of the City policy
16 or procedure. The minutes should be amended to reflect why a letter was sent. Every time there is a
17 simple misunderstanding the City should not be sending letters of apology.

18
19 **Council Member Huber moved to amend the minutes to include the statement "An apology**
20 **given for an unspecified reason". Mayor Carr seconded the motion.**

21
22 Mayor Carr stated no reason has been specified and asked if someone can propose that language.

23
24 Council Member Bohnen stated the discussion was held at the last meeting. The minutes were then
25 distributed. Adding any reason to the minutes would be not accurate.

26
27 Council Member Huber clarified that no reason was stated and suggested the simple statement that no
28 reason was provided be added to the minutes.

29
30 **Motion failed with Council Members Bohnen, Potter and Fogelson voting nay.**

31
32 **Council Member Huber moved to approve the May 1, 2012 City Council Meeting Minutes, as**
33 **presented. Council Member Potter seconded the motion. Motion carried unanimously.**

34
35 **MEETING DECORUM, MAYOR CARR**

36 Mayor Carr stated the City had its meeting decorum noted on meeting agendas in 2007. The City
37 stopped doing that because that reminder was not necessary. He stated he added public comment to
38 the agenda. It has been used incorrectly lately and because of that public comment will be strictly
39 limited to two minutes for everyone. The Council does like to hear from residents and all of you can
40 call or email but the public comment has become disjointed. Public comment is not a public hearing
41 and the public does not have the right to speak out when the Council is in a meeting to get the City's
42 work done. He asked that everyone respect that request and read the meeting decorum that is on the
43 meeting agenda again.

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PUBLIC COMMENT

Mr. Bob Zick, Citizen Advocate, came forward and commented on emailing or calling Council Members noting it is then a private conversation. He stated he is happy the City allows non-residents to speak at public comment and inquired about the letter of apology from the City Attorney. He stated it is not an apology and asked who directed the Attorney to write the letter.

Mr. Bob Englehart, Joliet Avenue, came forward and stated the siren is up and it works. He thanked Council Member Fogelson for that. He referred to an email he had sent the Mayor and asked why time should be wasted on something that won't be done. He stated he was at City Hall today to copy meeting discs and a tape recorder was turned on. He asked who authorized that and stated the City is no place for that. He requested a letter of apology from the Clerk.

Mr. Larry Lanoux, Keswick Avenue, came forward and read an email from the Clerk to the Chair of the Planning Commission regarding Planning Commission minutes. He asked why the Council is looking at the minutes before they are approved. He thanked Council Member Fogelson for working with the GRP on the siren and the dry hydrant.

Mr. John Smith 67th Lane, came forward and stated we define Grant by density, CUP's and roads. He advised there is a group of interested citizens that would like the City of Grant to become a Home Rule Charter form of government as it will then be more efficient and cost effective. He advised the group is moving forward with that. He noted he is unable to open the agenda on the City's website.

Mr. John Wycoff, City of Maplewood, came forward and stated he is close to moving into Grant. However, he is worried that Grant is becoming another Maplewood. He requested the Council not take away freedom of speech or property rights.

Mr. Jacob Kyle, 11316 Jasmine, came forward and asked how old someone must be to sit on the City Council.

Mr. Bill David, 9131 Keswick, came forward and thanked Council Member Fogelson for his efforts on the dry hydrant and emergency siren. He stated the video technician was not present at the May PC meeting so the minutes will be messed up.

Mr. Wally Anderson, 80th Street, came forward and stated the dirt put on the north side of the parking lot at the school site is now gone. He stated he believes it was dumped on private property and wondered why it wasn't put back in the berm area.

Mr. Terry Derosier, 83rd Street, came forward and stated the minutes the Council is reviewing are draft minutes and have not been approved by the Planning Commission.

SEPTIC SYSTEMS UPDATE, WASHINGTON COUNTY

Mr. Chris LeClair, Washington County, came forward and provided an update related to the adoption of the new code in 2009. Cities have the option to contract with the County for septic permitting. He reviewed the new requirements relating to compliance, maintenance, and system replacements noting 75% of the systems in Grant are up to date. Any violation of the current septic ordinance is a misdemeanor and if systems are maintained properly they should last forever.

1 **STAFF REPORTS**

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3 **City Engineer, Phil Olson**

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5 **2012 Seal Coating** – City Engineer Olson advised staff was directed to complete a road tour to
6 determine which roadways to include with the project. He reviewed the roads that were determined to
7 be included in the 2012 seal coating project based on the road tour. To help lower cost, it was
8 recommended by Astech Corp to consider using granite instead of trap rock. Granite has been bid by
9 surrounding communities and it has been found to be as much as 25% cheaper than trap rock. It is
10 recommended to request quotes for both trap rock and granite to compare pricing. He requested
11 authorization to get quotes.

12
13 It was the consensus of the Council to get quotes for both granite and trap rock for the 2012 seal coat
14 project.

15
16 **Dry Hydrant Update** – Council Member Fogelson stated he has been thanked repeatedly for the
17 project but Council Member Huber worked with the Fire Department to get the project done.

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19 Council Member Huber displayed photos and explained the process as well as the upgraded hydrant
20 equipment and how it works. He thanked the Fire Department and noted future maintenance of the
21 hydrant includes back flushing twice a year and that should be coordinated by the emergency
22 Management person. The project is done now and everyone can be proud of that. He displayed
23 another photo noting the hydrant was rammed with a heavy vehicle last night. It was damaged and
24 parts will have to be ordered to repair it.

25
26 **May Staff Report** – City Engineer Olson reviewed the May staff report relating to engineering
27 activities. He noted the emergency pole location was moved and the contractor will have to be called.
28 He advised he will check on the dirt at the school district sign and the Goodview JPA is moving
29 forward.

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31 **Interim City Planner, Paul Hornby**

32
33 **May Staff Report** – A Planning report was provided for May 2012 planning activities to be placed
34 on file for review.

35
36 **City Attorney, Nick Vivian**

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38 City Attorney Vivian noted the Goodview JPA is complete and does not have to come back to the
39 Council for approval. Eligibility for City office is a qualified voter that is 21 years of age on date of
40 taking office as well as US citizen, resident of the City for 30 days prior to the election and no
41 felonies.

42
43 **Fabio Zoning Complaint** – City Attorney Vivian advised the City has been working to address a
44 zoning complaint for the property at 6510 Jocelyn Avenue North since October of 2011. The
45 complaint is unresolved and the neighbors are very concerned regarding the increase in intensity

1 associated with the use of the property. On May 10 2012, a letter from the Attorney's office was
2 forwarded to the City Council requesting consideration for zoning enforcement. The City Code
3 requires a Conditional Use Permit for principal buildings with more than one use, in which one of
4 those uses is a dwelling unit. Mr. Fabio is running a commercial operation from his home which
5 significantly impacts the adjacent property. At a minimum, he is required to obtain a Conditional Use
6 permit for the ongoing operation of the commercial business. He has been unresponsive to date and
7 the City Council is being asked to take action. He stated the Council can choose to direct the Sheriff
8 to ticket the property owner but that will not remedy the situation. City Attorney Vivian suggested he
9 send one more final cease and desist letter with a deadline to apply for a CUP. If there is no
10 compliance at that point the City can move forward and obtain a judgment.

11
12 Mr. John Warian, neighbor to Mr. Fabio, came forward and stated the continuing business on that site
13 keeps getting busier and busier. All pictures submitted were taken on one day and the activity takes
14 place seven days a week. It looks like there are employees there and commercial deliveries. It appears
15 to be a construction business that removes and rebuilds things and works on automobiles. There is
16 outside storage and assembly going on in the horse barn. The property owner has been there 7-8 years
17 and fill has been brought in the last five years that has raised the level of the land about six feet.

18
19 **Mayor Carr moved to proceed as the City Attorney recommended resulting in a meeting with**
20 **the City Attorney, Mr. Fabio and a Council Member within a 15 day time period to allow for a**
21 **response. Council Member Potter seconded the motion. Motion carried unanimously.**

22
23 Council Member Fogelson advised he would meet with the City Attorney and Mr. Fabio.

24
25 **Staff Report** – City Attorney Vivian reviewed the May staff report relating to legal activities.

26
27 **Building Inspector, Jack Kramer** – A report was from Building Inspector Kramer was provided for
28 May 2012 to be placed on file for review.

29
30 **NEW BUSINESS**

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32 **City Assessor Contract Renewal, Council Member Potter** – Council Member Potter provided a
33 summary of the services performed and noted there is a contract for renewal with a break down of
34 the County costs if they provided the assessor services.

35
36 Mr. Todd Smith came forward and also provided a summary of services that are listed within the
37 contract. He proposed a new one year contract at \$10 per parcel for year 2012.

38
39 **Council Member Potter moved to renew the City Assessor Contract with the clarification of the**
40 **overall number of parcels within the City. Council Member Huber seconded the motion.**
41 **Motion carried with Mayor Carr voting nay.**

42
43 **Acceptance of 2011 Audit, City Treasurer Schwarze** – City Treasurer Schwarze advised that
44 everyone received the 2011 Audit. The audit has to be accepted and to the State by June 30. The

1 financial results were basically the same as discussed in December. She stated if the Council has any
2 specific questions relating to the audit she can answer them at the next meeting.

3
4 Council Member Fogelson asked if a better process has been looked at for improving the accounting
5 of the restricted funds and non-restricted funds.

6
7 City Treasurer Schwarze advised the City has always had it pool based, as that was an audit
8 recommendation made many years ago.

9
10 **Mayor Carr moved to accept the 2011 Audit as presented and send it to the State Auditor.**
11 **Council Member Potter seconded the motion. Motion carried unanimously.**

12
13 **Public Comment Relating to Non-Residents, Council Member Huber** – Council Member Huber
14 asked if the Council would like to consider all non-residents wishing to speak during public comment
15 be invited by a Council Member to allow for accountability. He stated he is not talking about banning
16 anyone from public comment. Everyone has seen what has happened in Maplewood and he does not
17 want that to happen.

18
19 **Council Member Huber moved to stipulate that any non-residents wishing to speak during**
20 **public comment be invited by the Mayor or a Council Member. Mayor Carr seconded the**
21 **motion.**

22
23 Council Member Huber stated he is not suggesting non-resident public comment be specifically on
24 the agenda but just invited by a Council Member.

25
26 Council Member Fogelson stated he does not want to limit anyone. The Mayor's two minute rules
27 tonight were good.

28
29 Council Member Bohnen stated the City should stick to the two minute rule.

30
31 Council Member Potter stated he would like to hear everyone during public comment.

32
33 Council Member Huber stated some residents are concerned that the City is importing others to
34 appeal for residents. He stated he does not want to limit anyone but does want them to be invited by a
35 Council Member.

36
37 City Attorney Vivian advised there are two means to control public comment that include limiting the
38 term and/or topic. The City can require speakers to notify the City a day in advance as well as the
39 specific topic to be addressed.

40
41 Council Member Huber stated he would withdraw the motion if the City intends to enforce the two
42 minute rule. Mayor Carr withdrew the second.

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44 Council Member Bohnen stated that in all fairness to the Mayor, there should be a timer placed on the
45 table. When the timer runs out the speaker is done.

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The Council agreed a timer would be placed on the table during public comment.

Schedule Performance Review for City Clerk, Council Member Huber – Council Member Huber stated the City has conducted performance reviews on everyone but the Clerk. He asked to schedule on for next month at 6:00 p.m. prior to the regular Council meeting.

The Council agreed and asked the Clerk to provide the job description, all duties, challenges and improvements that can be made by the Council and Clerk in letter form. Comments from staff should be included.

Portable Restroom Rental from AirFresh Industries, Council Member Bohnen – Council Member Bohnen stated this subject came up when the current structure was knocked over as a \$400 deductible had to be paid. The quote is an opportunity to go with a local company. He stated he would talk to the company directly and come back with a firmed up proposal.

Performance Measures Program, City Treasurer Schwarze – City Treasurer Schwarze presented the program noting the benefits of participation as well as the disadvantages of participation.

The Council determined not to participate in the Performance Measures Program.

Schedule City Council/Planning Commission Joint Work Session, Scott Fogelson – Council Member Fogelson stated there was a discussion with Chair Derosier regarding a joint work session to clarify the Planning Commission duties. He stated the City Council is responsible for personnel matters and it is not appropriate for the Planning Commission to discuss them. The Council needs to make sure the right issues are being sent to the Planning Commisison. A copy of the specific Planning Commission ordinance was included in the packet for clarificaiton.

Mayor Carr stated the Planning Commisison addresses land use and zoning issues and any other issues the Council may want them to review.

It was clarified by the Council that the Planner should be at meetings when there is an agenda item. The Chair of the Planning Commission will decide on other consultants.

Mr. Terry Derosier, Chair of the Planning Commission, came forward and stated it would be beneficial to be clear about staff at PC meetings. He stated he is open to a joint meeting and would like clarification regarding the letter that was written, the process the PC is starting on reviewing volunteer positions within the City, and who sets the agenda Planning Commission agenda.

City Treasurer Schwarze came forward and stated that historically, if the Planing Commission sees an issue they send it to the Council to determine if the PC should work on it.

City Attorney Vivian reviewed the Planning Commisison Ordinance and outlined their specific duties.

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OLD BUSINESS

City Planner RFP, Council Member Potter – Council Member Potter advised the RFP has been revised and is ready to be sent out.

Council Member Potter moved to send out the City Planner Request for Proposals. Council Member Bohnen seconded the motion. Motion carried unanimously.

Website Items, Mayor Carr – Mayor Carr asked that the 2011 Audit be posted on the website.

Council Member Huber stated the Clerk has is now posting some documents on the website but can't just put anything and everything on it. If there are any questions she will defer to the Mayor. The Clerk is trained to put documents on the website but not complex items.

It was noted the City directory is not updated with the current City Planner.

DISCUSSION ITEMS

Public Comment Inquires, Mayor Carr – Mayor Carr asked if there were any responses to public comment.

Council Membe Potter asked if the City should be recording conversations at the City office.

The City Clerk stated there is a hostile environment at the City office and recording was a means to avoid further miscommunications between the Clerk and some residents.

Council Member Huber stated self protection is prudent and there is a pattern occuring at the City office.

Council Member Bohnen inquired about the hostile enviroment at the office and asked if it is legal to record conversations.

City Attorney Vivian stated the City does not have a policy regarding this issue. It is legal to record conversations. If the Clerk feels threatened and felt the need to record a conversation she can do so. There should not be a situation at the City office where harassment is occuring and the Sheriff could be called. He recommended everyone and all residents be respectful. It is the City's responsibility to make sure there is not a hostile work enviroment. The City may have to take action to ensure the work environment is not hostile.

Council Member Bohnen stated he does not want to see a tape recorder used again and asked what other methods could be used.

Council Member Huber stated the City should put actions together to make sure the harrassment stops. That issue can be discussed further at the performance review.

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2 The Clerk stated it is the hope that it was an isolated incident and it should not have to happen again
3 if the Council as a whole would provide backup. If there was Council back up the situation would
4 never have reached that point.

5
6 **City Council Reports:** Council Member Fogelson advised the first emergency siren within the City
7 of Grant was installed today. He noted it will be tested tomorrow and he thanked everyone for getting
8 this project done.

9
10 **Staff Reports (any updates from Staff)** – The City Clerk noted the Council will need to schedule
11 budget meetings at the next Council meeting.

12
13 **COMMUNITY CALENDAR JUNE 6 THROUGH JUNE 30, 2012:**

14
15 **Planning Commission Meeting, Monday, June 18, 2012, Town Hall, 7:00 p.m.**

16
17 **ADJOURN**

18
19 **There being no further business, Council Member Potter moved to adjourn at 10:55 p.m.**
20 **Council Member Huber seconded the motion. Motion carried unanimously.**

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23 These minutes were considered and approved at the regular Council Meeting July 10, 2012.

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28 _____
29 Kim Points, City Clerk
30 _____
Tom Carr, Mayor

Date range: 06/19/2012 to 07/02/2012

Vendor	Date	Check #	Total	Description	Void	Account#	Detail
Xcel Energy	06/19/2012	11752	\$734.74	Siren Extension	No	100-41306-380	\$734.74
Payroll Period Ending 06/25/2012	06/25/2012	11753	\$2,511.18		No	100-41101-100	\$2,511.18
KEJ Enterprises	06/25/2012	11754	\$695.00	Pothole Patching	No	100-43110-300	\$450.00
						100-43114-300	\$245.00
Shermill Reid Animal Control	06/25/2012	11755	\$90.00	Animal Control/Inv2012-4	No	100-42006-300	\$90.00
Wells Fargo	06/25/2012	11756	\$8,434.32	Jasmine Bond #7	No	100-45006-600	\$8,434.32
Xcel Energy	06/25/2012	11757	\$177.12	Utilities	No	100-43004-381	\$16.00
						100-43010-381	\$103.36
						100-43117-381	\$57.76
Kline Bros Excavating	06/25/2012	11758	\$8,580.00	Road Maintenance	No	100-43101-300	\$6,000.00
						100-43108-300	\$780.00
						100-43126-300	\$1,800.00
Brochman Blacktopping Co.	06/25/2012	11759	\$6,850.00	Roads/Pothole Repair	No	100-43109-300	\$6,850.00
M.J. Raleigh Trucking	06/25/2012	11760	\$8,749.19	Gravel	No	100-43106-210	\$8,749.19
Croix Valley Inspector	06/25/2012	11761	\$5,950.33	Building Inspector	No	100-42004-300	\$5,950.33
CenturyLink	06/25/2012	11762	\$160.25	City Phone	No	100-41309-321	\$160.25
Hillcrest Animal Hospital	06/25/2012	11763	\$150.30	Unclaimed Animal	No	100-42006-300	\$150.30
Waste Management	06/25/2012	11764	\$4,347.38	Recycling	No	100-43011-384	\$4,347.38
Eckberg Lammers	06/25/2012	11765	\$4,030.56	Legal Services	No	100-41204-300	\$1,302.64
						100-41205-300	\$1,185.80
						100-41206-300	\$1,542.12
CliftonLarsonAllen	06/25/2012	11766	\$5,000.00	Inv#079820	No	100-41201-301	\$5,000.00
City of Mahtomedi	06/25/2012	11767	\$28,739.50	2nd Quarter Fire Contract	No	100-42002-300	\$28,739.50
On Site Sanitation	06/25/2012	11768	\$149.63	July	No	100-43007-210	\$149.63
M/CFOA	06/25/2012	11769	\$35.00	Annual Membership	No	100-41306-433	\$35.00
WSB & Associates	06/25/2012	11770	\$2,884.25	Engineering May	No	100-41203-300	\$556.00
						100-41209-300	\$630.00
						100-43110-300	\$356.00
						100-43125-300	\$253.25

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
PERA	06/25/2012	11771	\$453.77	PERA	No	809-49310-300	\$1,089.00
IRS	06/25/2012	EFT24	\$761.85	Payroll Taxes June	No	100-41102-120 100-41113-100	\$243.69 \$210.08
Computer Wrangler	07/02/2012	11772	\$128.55	Computer Repair	No	100-41103-100	\$257.14
Sprint	07/02/2012	11773	\$31.63	City Cell Phone	No	100-41107-100	\$314.80
Ken Ronnan	07/02/2012	11774	\$133.00	Video Services	No	100-41110-100	\$141.17
Mike Perron	07/02/2012	11775	\$2,249.63	Brushing/Sales Use Tax	No	100-41112-100	\$48.74
Envirotech Services	07/02/2012	11776	\$19,258.57	Dust Control	No	100-41317-300	\$128.55
Countryman Electric	07/02/2012	11777	\$100.00	Repair	No	100-43116-321	\$31.63
City of Stillwater	07/02/2012	11778	\$44,896.00	1st Half Fire Contract	No	100-41318-300	\$133.00
Dennis Heuer	07/02/2012	11779	\$729.52	Ballfield Maintenance/Mowing/Tax	No	100-43114-300	\$2,249.63
David's Consulting	07/02/2012	11780	\$7,156.26	Roadside Services/Tax	No	100-43107-210	\$19,258.57
			\$164,167.53			100-43002-220	\$100.00
						100-42003-300	\$44,896.00
						100-43006-300	\$305.31
						100-43009-300	\$424.21
						100-43114-300	\$7,156.26

Total For Selected Checks

\$164,167.53

\$164,167.53



December 21, 2011

City of Grant
c/o Kim Points
P.O. Box 577
Willernie, MN 55090

Dear Kim,

Please remit a check in the amount of \$28,739.50 for the 4th quarter fire contract. Please pay July 1, 2012.

If you have any questions, please feel free to give me a call at 651-426-3344.

Thank you,

Jerene Rogers
Account Clerk



DATE	INVOICE NO
06/26/2012	0044144

BILL TO
City of Grant P.O Box 577 111 Wildwood Rd Willernie, MN 55090

DUE DATE
07/15/2012

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT
1st Half Contract \$89,792.00: Fire Contracts 1/1/12 - 6/30/1	1.00	\$44,896.00	\$44,896.00

INVOICE AMOUNT DUE:	\$44,896.00
---------------------	-------------

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (651)430-8800

Customer Name: City of Grant
Customer No: 100353
Account No: 0000006 - AR account for 100353

DUE DATE	INVOICE NO
07/15/2012	0044144

Please remit payment by the due date to:

City of Stillwater
216 North 4th Street
Stillwater, MN 55082



TOTAL AMOUNT DUE: \$44,896.00

AMOUNT PAID: _____



Adjusted Invoice
 Invoice Date 6/28/2012
 Invoice Number CD201214129-D
 Order Date 6/11/2012
 PO Number na
 Order Number k5728
 Your reference steve
 Customer Number 13555
 Our reference Kim Johnson

Delivery Address
 City of Grant
 111 Wildwood Rd
 Box 577
 Willernie, MN 55090

Customer Address
 City of Grant
 111 Wildwood Rd
 Box 577
 Willernie, MN 55090

Ship Via
 Any

Terms of Delivery
 FOB Destination

Label Note

Delivery Date 6/22/2012 Due Date 7/7/2012
 Terms of Payment
 30 Day Net

DO #	Pos	Part Number	Tax	Sales Qty	Unit	Sales Unit Price	Order Disc.	Price Total
Receipt Ref.				Price Qty	Unit		Tax % USD	
243215	1	1000-APP		4,800.00	gal	0.709	0.000%	3403.20
taex 404		Roadsaver-Applied		4,800.00	gal		0.000%	
243216	1	1000-APP		4,800.00	gal	0.7090	0%	3403.20
reix 2454		Roadsaver-Applied		4,800.00	gal		0%	
243217	1	1000-APP		4,919.00	gal	0.709	0%	3487.57
r5511		Roadsaver-Applied		4,919.00	gal		0%	
243218	1	1000-APP		4,919.00	gal	0.709	0.00%	3487.57
r5518		Roadsaver-Applied		4,919.00	gal		0.00%	
243220	1	1000-APP		4,975.00	gal	0.709	0.00%	3527.28
r5533		Roadsaver-Applied		4,975.00	gal		0.00%	
243222	1	1000-APP		2,750.00	gal	0.709	0.00%	1949.75
glnx 4246		Roadsaver Applied		2,750.00	gal		0.00%	
Sub Total Amount								19258.57
Total Exclusive Tax								19258.57
Total Tax								0.00
Invoice Amount to Pay								19,258.57

Invoice No: CD201214129-D
 Due Date: 7/7/2012
 Total Invoice: \$ 19,258.57

Past Due Invoices accrue finance charges at 1.5% per month

Minnesota Lawful Gambling

Page 1 of 2 5/11

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

Application fee	
If application postmarked or received: less than 30 days before the event	more than 30 days before the event
\$100	\$50

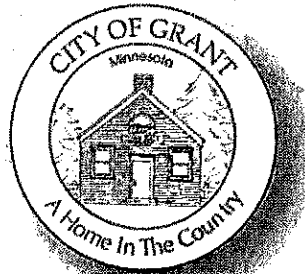
ORGANIZATION INFORMATION		Check# _____	\$ _____
Organization name <u>Little Sisters of the Poor</u>		Previous gambling permit number <u>X-62001-11-002</u>	
Minnesota tax ID number, if any	Federal employer ID number, if any <u>41-0764112</u>		
Type of nonprofit organization. Check one.			
<input type="checkbox"/> Fraternal <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Veterans <input type="checkbox"/> Other nonprofit organization			
Mailing address <u>330 Exchange St. South</u>	City <u>St. Paul</u>	State <u>MN</u>	Zip Code <u>55102</u>
County <u>Ramsey</u>		Name of chief executive officer (CEO) <u>Sr. Theresa Robertson</u>	
Daytime phone number <u>651-227-0336</u>		Email address <u>adstpaul@littlesistersofthepoor.org</u>	
Attach a copy of ONE of the following for proof of nonprofit status.			
Do not attach a sales tax exempt status or federal employer ID number as they are not proof of nonprofit status.			
<input type="checkbox"/> Nonprofit Articles of Incorporation OR a current Certificate of Good Standing . Don't have a copy? This certificate must be obtained each year from: Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803			
<input type="checkbox"/> IRS Income tax exemption [501(c)] letter in your organization's name. Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.			
<input type="checkbox"/> IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of both of the following: <ol style="list-style-type: none"> a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and b. the charter or letter from your parent organization recognizing your organization as a subordinate. 			
GAMBLING PREMISES INFORMATION			
Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place. <u>Indian Hills Golf Club</u>			
Address (do not use PO box) <u>6667 Keats Ave.</u>		City or township <u>Grant MN</u>	Zip Code <u>Washington</u>
County <u>Washington</u>		Date(s) of activity (for raffles, indicate the date of the drawing) <u>Monday July 16, 2012</u>	
Check the box or boxes that indicate the type of gambling activity your organization will conduct:			
Bingo*	<input checked="" type="checkbox"/> Raffles	Paddewheels*	Pull-Tabs* Tipboards*
* Gambling equipment for pull-tabs, bingo paper, tipboards, and paddewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4000.			

Project Manual

June 15, 2012

2012 Seal Coat Project

Prepared for:



City of Grant
111 Wildwood Road
Willernie, MN 55090

WSB Project No. 1936-24

701 Xenia Avenue South, Suite 300 Minneapolis, MN 55416 763.541.4800



PROJECT MANUAL

2012 SEAL COAT PROJECT

FOR THE CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA

June 15, 2012

Prepared By:

WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
763-541-4800
763-541-1700 (Fax)

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.

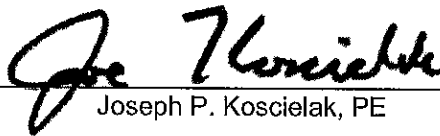


Phil Olson, P.E.

Date: June 15, 2012

Lic. No. 47999

Quality Control Review by:



Joseph P. Koscielak, PE

Date: June 15, 2012

Lic. No. 49133

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INSTRUCTIONS TO BIDDERS

1. **EXAMINATION OF PLANS, SPECIFICATIONS AND SITE WORK** - The bidder shall examine to his satisfaction the quantities of work to be done as determined from the plans and specifications. Quantities indicated by the Engineer on drawings or elsewhere are estimated only, and bidders must rely on their own calculations. Bidders shall be thoroughly familiar with Contract Documents including all General Conditions and Special Provisions.

Bidders shall inform themselves of the character and magnitude of work and the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the existence of surface and ground water, availability of drainage, the obstacles which may be encountered, means of approach to the site, manner of delivery and handling materials, facilities of transporting equipment and all other relevant matters pertaining to the complete execution of this Contract. No plea of ignorance of conditions that exist or that may hereafter exist or of difficulties that will be encountered in the execution of the work hereunder which result from failure to make necessary examinations and investigations, will be accepted as a sufficient excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of this Contract, or will be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time. No bidder may rely upon any statements or representations of any officer, agent or employee of the Owner with reference to the conditions of the work, of the character of the soil or other hazards which may be encountered in the course of construction.

2. **BID SECURITY** - No bid security shall be required for this project.
3. **CONTRACT DOCUMENTS** - The Contract Documents will consist of the Request for Quotes, Instruction to Bidders, General Conditions, Supplementary General Conditions, Specifications, Proposal Form, Contract for Construction, Non-Collusion Affidavit, Contract Bond, and all plans and drawings. These documents are on file with the Owner.
4. **PREPARATION OF PROPOSAL** - The bidder shall submit his proposal on the form provided by the Engineer.

The blank spaces in the proposal shall be filled in correctly with ink or where indicated for each and every item for which a quantity is given, and the bidder shall state the prices for which he proposes to do each item of the work contemplated. All alterations, corrections or deletions shall nullify the bid unless each alteration, correction or deletion is initialed by the bidder.

The bidder's proposal shall be signed correctly with ink. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the law of which the corporation was chartered, and names, titles and business addresses of the president, secretary, and treasurer. All quotes for corporations shall bear the official seal of the corporation.

5. **CONDITIONS IN THE BIDDER'S PROPOSAL** - The bidder shall not stipulate in his proposal any conditions not provided for on the Proposal Form.
6. **INTERPRETATION OF ESTIMATES** - The Engineer's estimate of quantities as shown in the proposal shall be used as a basis of calculation upon which the award of contract will be made, but these quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Owner.

7. **DELIVERY OF PROPOSALS** - All quotes shall be submitted to WSB & Associates either by mail, submitted in person, or by email. No quotes will be received after the time set for receiving them. Quotes arriving by mail at the office of the Owner after the hour designated for receiving quotes will be returned to the sender unopened.
8. **REJECTION OF PROPOSAL** - Proposals may be rejected if they show any omission, alteration of form, additions not called for, conditional bids or alternate bids not specified, or irregularities of any kind. Proposals in which the prices are obviously unbalanced may be rejected.
9. **WITHDRAWAL OF PROPOSAL** - A bidder may withdraw his proposal without prejudice to himself, provided he files a written request to the Owner before the hour of opening of quotes, and such withdrawal proposal may be modified and resubmitted by the bidder at any time prior to the hour set for the opening of quotes.
10. **PUBLIC OPENING OF PROPOSALS** - Proposals will be opened publicly and read aloud in such place as designated at the time and the date set in the "Request for Quotes". Bidders or their authorized agents are invited to be present.
11. **DISQUALIFICATION OF BIDDERS** - More than one proposal for the same project from an individual firm, partnership or corporation under the same or different names will not be considered. Evidence that any bidder is interested in more than one proposal for the same work will cause rejection of all such proposals. Collusion between the bidders will be considered sufficient cause for the rejection of all quotes so affected.

Failure on the part of any bidder to carry out previous contracts satisfactorily or his lack of the experience or equipment necessary for the satisfactory completion of the work may be deemed sufficient cause for his disqualification.

12. **EQUIPMENT** - When requested by the Owner, the bidder shall furnish a complete statement of the make, size, weight (where weight is one of the specified requirements), condition and previous length of service of all equipment to be used in the proposed work.
13. **FURNISHING OF EVIDENCE OF RESPONSIBILITY** - When requested by the Owner, the bidder shall furnish a balance sheet, certified by a certified public accountant as to a date not more than sixty (60) days prior to the date of the opening of the proposals which shall set forth outstanding assets and liabilities in reasonable detail. The bidder shall also furnish when requested, a list of work of a similar nature performed with dates of completion thereof. The bidder shall also furnish any other additional information relative to financial responsibility and competence to do the work as may be requested by the Owner prior to the acceptance of any proposal.
14. **AWARD OF CONTRACT** - The award of the Contract will be made based on council discussion and review of the bid prices.

Discrepancies between words and figures will be resolved in favor of words. If discrepancies exist between an extension or indicated sum of any column of figures, the corrected extensions or sum thereof will govern.

Owner reserves the right to reject any and all quotes, the right to waive any and all informalities, and the right to disregard all nonconforming or conditional quotes or counter proposals.

- 15. RESPONSIVE/RESPONSIBLE BID** - A responsible Bid is one from a Bidder that has:
- a. Financial resources, technical qualifications, experience, organization and facilities adequate to carry out the project, or a demonstrated ability to obtain these;
 - b. Resources to meet the completion schedule contained in the Agreement;
 - c. A satisfactory performance record for completion of other projects.
- A "responsive" bid must include the following:
- a. Complete Proposal Form.
- 16. REQUIREMENTS OF CONTRACT BOND** - The successful bidder, at the time of the execution of the Contract, shall furnish and at all times maintain a satisfactory and sufficient bond in full amount of the Contract as required by law with a corporate surety satisfactory to the Owner. The form of bond is that required by statute. Personal sureties will not be approved.
- 17. FAILURE TO EXECUTE CONTRACT** - Failure to furnish the Contract Bond in a sum equal to the amount of the award, or to execute the Contract within ten (10) days, as specified, shall be just cause for the annulment of the award, and it shall be understood by the bidder that in the event of the annulment of the award, the amount of the guaranty deposited with the proposal shall be retained by the Owner, not as a penalty, but as liquidated damages.
- 18. UNIT PRICES** - In case of error in the extension of prices, the unit bid prices shall govern. The Owner reserves the right to waive any informality in the quotes at his discretion.
- 19. OWNER DELETION RIGHT** - The Owner reserves the right to delete any line item from the bid prior to final contract execution. The Owner reserves the right to increase or decrease quantities on proposed line items at the same unit price bid.
- 20. NONDISCRIMINATION IN EMPLOYMENT** - If awarded the project, the Bidder agrees not to discriminate on account of race, creed or color as per Minnesota Statutes, Section 181.59 and Minnesota Statutes 363.

Bidder:	
Address:	Telephone No.:
City, State, Zip:	Fax No.:

PROPOSAL
2012 SEAL COAT PROJECT
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
WSB PROJECT NO. 1936-24

Received Until Time: 1:00 p.m. (Email, Fax, Mail)

Received Until Date: Friday, June 29, 2012

City of Grant
111 Wildwood Road
Willernie, MN 55090

Dear Council Members:

1. The following proposal is made for furnishing and installing all labor and materials necessary for the Grant 2012 Seal Coat Project, City of Grant, Washington County, Minnesota.

2. The undersigned certifies that the Contract Documents listed in the Instructions to Bidders have been carefully examined, and that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood, and that at no time will misunderstanding of the Contract Documents be pleaded. On the basis of the Contract Documents, the undersigned proposes to furnish all necessary apparatus and other means of construction, to do all the work and furnish all the materials in the manner specified, and to accept as full compensation therefore the sum of the various products obtained by multiplying each unit price herein bid for the work or materials, by quantities thereof actually incorporated in the completed project, as determined by the Engineer. The undersigned understands that the quantities mentioned herein are approximate only, and are subject to increase or decrease, and hereby proposes to perform all work as either increased or decreased, in accordance with the provisions of the specification, at the unit prices bid in the following proposal schedule, unless such schedule designates lump sum bids.

3. PROPOSED SCHEDULE: The Bidder agrees to perform all work described in the specifications and shown on the plans for the following unit prices:

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
SCHEDULE A - BASE BID						
1	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GALLON	12100	\$ _____	\$ _____
Total SCHEDULE A - BASE BID						\$ _____
ALTERNATE 1 - TRAP ROCK SEAL COAT						
2	2356.507	SEAL COAT AGGREGATE (FA-2)	TON	490	\$ _____	\$ _____
Total ALTERNATE 1 - TRAP ROCK SEAL COAT						\$ _____
ALTERNATE 2 - GRANITE ROCK SEAL COAT						
3	2356.507	SEAL COAT AGGREGATE (FA-2 MOD)	TON	490	\$ _____	\$ _____
Total ALTERNATE 2 - GRANITE ROCK SEAL COAT						\$ _____
GRAND TOTAL BID						\$ _____

4. The basis of award of the Contract will be based on the total Base Bid plus Alternate selected by the owner. The Owner reserves the right to delete any item prior to final contract.
5. The undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within ten (10) days after notice of the award of contract has been received. The undersigned further proposes to begin work as specified, to complete the work on or before date specified, and to maintain at all times performance and payment bonds, approved by the Owner, in an amount equal to the total bid.
6. No bid security is required with this project.
7. In submitting this proposal, it is understood that the right reserved by the Owner to reject any or all proposals and to waive informalities.
8. In submitting this proposal, the Undersigned acknowledges receipt of and has considered the following Addenda issued to the Contract Documents:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Signed _____

If any Addenda are required as determined by the Engineer, it is the responsibility of the Contractor to verify the issuance and receipt of any Addenda, and to properly acknowledge such Addenda in the appropriate location on the Proposal Form.

9. If a corporation, what is the state of incorporation?

10. 1. The following proposal is made for furnishing and installing all labor and materials necessary for the Grant 2012 Seal Coat Project , City of Grant, Washington County, Minnesota.

Official Address _____

Firm Name _____

By _____
(An Authorized Signature)

Date: _____

Title _____

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2012, by and between the City of Grant, a municipal corporation under the laws of the State of Minnesota, hereinafter called the "Owner", and _____, hereinafter called the "Contractor".

WITNESSETH:

That in consideration of their mutual covenants and agreements as hereinafter set forth, the Owner for itself and the Contractor for itself, its successors, and assigns, covenants and agrees as follows, to wit:

1. The Contractor agrees to furnish all the necessary materials, labor, use of tools, equipment, plant and every other thing necessary to perform the work designated and referred to in this Contract, including all Contractor's superintendence, and to furnish everything necessary for the completion of the improvement which is the subject of this Contract (except such things as the Owner has specifically agreed to provide, according to the Contract Documents); and agrees under penalty of a public contractor's corporate surety bond in the amount of _____ and _____/100 Dollars (\$ _____) to perform and complete the work shown in the plans and drawings, entitled "2012 Seal Coat Project", prepared by WSB & Associates, Inc., and dated June 15, 2012, and to conform in all respects with the provisions and requirements of the General Conditions, Supplementary General Conditions and Specifications for said improvement.

2. The Contractor agrees that performance shall be in accordance with the terms, requirements and conditions of this instrument, and laws of the State of Minnesota, and the following documents.

PROPOSAL by the Contractor, presented to the Council of the Owner on _____, 2012 and accepted by the Owner on _____, 2012.

CONTRACT DOCUMENTS for said 2012 Seal Coat Project for City of Grant dated June 15, 2012, referred to in the preceding paragraph of this Agreement and made a part of the aforementioned proposal.

PLANS AND DRAWINGS for said 2012 Seal Coat Project for City of Grant as identified in a preceding paragraph of this Contract and which are dated June 15, 2012.

ANY ADDENDA to the plans, drawings, general conditions and specifications for said 2012 Seal Coat Project which addenda were prepared by WSB & Associates, Inc.

PUBLIC CONTRACTOR'S SURETY BOND in the principal sum of the amount bid.

Each and all of the aforementioned Contract Documents are hereby incorporated into this Contract by specific reference and the terms and provisions thereof are and constitute a part of this Contract as though attached hereto or fully set forth herein.

3. The Owner agrees to pay the Contractor for the performance of this Contract and the Contractor agrees to accept in full compensation therefor, the sums set forth within the aforementioned proposal of the Contractor for each unit and each type of unit of work to be performed. It is understood and agreed that the said proposal is for the construction of said 2012 Seal Coat Project on a unit price basis in accordance with the said proposal, and that sum of \$ _____ as set out in said proposal, is the sum of the unit prices, multiplied by the estimated quantities of the respective units of work listed therein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

CONTRACTOR

CITY OF GRANT, MN

By _____

Mayor

By _____

Administrator

(Corporate Seal)

(City Seal)

By _____
Authorized Official

PERFORMANCE AND PAYMENT BONDS

PART A: PAYMENT

KNOW ALL MEN BY THESE PRESENTS, that we _____

Contractor, as Principal, and _____
are firmly bound unto the _____, a Minnesota Corporation, (hereinafter referred to as "Obligee"), for the use and benefit of Obligee and all persons furnishing labor and materials to perform the Contract, in an amount of _____
_____ and _____/100 Dollars, for payment of all claims, costs and charges as hereinafter set forth. For the payment of this obligation, well and truly made, we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the Principal has entered into a written contract with the Obligee dated _____, which contract is on file in the office of the Obligee, the regularity and validity of which is hereby affirmed;

NOW THEREFORE, if the Principal shall pay as they may come due all just claims for work done; for furnishing labor and materials, insurance premiums, equipment, or supplies for the purpose of such contract, and all taxes incurred under Minnesota Statutes, Section 290.92 or Chapter 297A, and supplies for the completion of the contract in accordance with its terms, and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, costs and disbursements in any case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

PART B: PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, that the aforesaid Principal and Surety are held and firmly bound unto the Obligee, for the use and benefit of the Obligee, in the additional amount of _____
_____ and _____/100 Dollars, for the faithful performance of the Contract pursuant to its terms, as hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the Principal has entered into the Contract more particularly described in Part A hereof, the regularity and validity of which is hereby affirmed:

NOW, THEREFORE, if the Principal shall faithfully perform the Contract and shall save the Obligee harmless from all cost and charges that may accrue on account of the doing of the work specified and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the state pertaining to such Contract, then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

The aggregate liability for bonds provided under Part A and Part B hereof is _____

(Sum of Parts A and B)

No assignment, modifications, or change in the Contract, or change in the work covered thereby, nor any extension of time for completion of the Contract, shall release the Surety on this bond.

Sealed with our seals and dated this _____ day of _____, 20____.

Contractor

Surety

By _____

By _____

Its _____

Its _____

And _____

Its _____

(Seal of Contractor if a Corporation)

Witnesses to Contractor's Signature:

Witnesses to Surety's Signature:

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SUPPLEMENTARY GENERAL CONDITIONS

SGC 0 INTRODUCTION

The Standard General Conditions of the Construction Contract (C-700, 2007 Edition) shall apply to this project.

These Supplementary General Conditions amend or supplement the Standard General Conditions of the Construction Contract (C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

SGC 1.01 DEFINED TERMS

The terms used in these Supplementary Conditions, which are defined in the Standard General Conditions of the Construction Contract (C-700, 2007 Edition), have the meanings assigned to them in the General Conditions.

OWNER shall mean the City of Grant, 111 Wildwood Road, Willernie, Minnesota 55090.

ENGINEER shall mean the City ENGINEER of the City of Grant or the ENGINEER representing the OWNER on the project.

DEPARTMENT shall mean the City of Grant Public Works.

CONTRACTOR shall mean the individual or entity with whom the OWNER has entered into the Agreement.

OBSERVER shall mean the individual or entity with whom the OWNER and ENGINEER is represented in the observation and construction of the project.

SGC 2.05 BEFORE STARTING CONSTRUCTION

Paragraph 2.05.A of the General Conditions shall be deleted in its entirety and replaced by the following paragraphs.

- B. Within ten (10) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements) and before the preconstruction conference, CONTRACTOR shall submit to ENGINEER the following for its timely review.
1. The CONTRACTOR shall submit in writing to the ENGINEER for review a progress schedule indicating the order in which the CONTRACTOR proposes to perform the various stages of the Work, the dates on which the CONTRACTOR will start the various features thereof, and the contemplated dates for completing the same. This schedule shall be in the form of a bar chart of a suitable scale to indicate appropriately the percentage of work scheduled and completed by weekly schedules. The lack of a schedule shall be cause for withholding of progress payments and could result in a work stoppage. If the work is stopped, no credit of working days or payment of down time will be provided.

The CONTRACTOR shall not deviate from this schedule after once approved without the written permission of the ENGINEER. The progress schedule will be acceptable to the ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on the ENGINEER responsibility for the progress schedule of the Work nor interfere with or relieve the CONTRACTOR from the CONTRACTOR'S full responsibility therefore.

SGC 2.06 PRECONSTRUCTION CONFERENCE

Add a new paragraph immediately after 2.06.A of the General Conditions, which is to read as follows:

- B. The preconstruction meeting will be arranged by the ENGINEER. Representatives of the ENGINEER, OWNER, CONTRACTOR, utility companies and other parties involved in the project shall be present at this meeting. The CONTRACTOR'S project superintendent and foreman will be present at this meeting. The CONTRACTOR'S project superintendent shall be familiar with all phases of the work to be executed and shall oversee the work during its progress. The project superintendent shall represent the CONTRACTOR in the CONTRACTOR'S absence, and communications and directions given to the project superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR'S work schedule and a list of subcontractors and Suppliers shall be submitted and reviewed along with any other information necessary for the orderly execution of the work at the preconstruction conference.

SGC 2.07 INITIAL ACCEPTANCE OF SCHEDULES

Paragraph 2.07 of the General Conditions shall be deleted in its entirety.

SGC 3.02 REFERENCE STANDARDS

Add new paragraphs immediately after 3.02.A.2 of the General Conditions, which are to read as follows:

3. The work shall be performed in accordance with:
 - A. The 2005 edition of the Minnesota Department of Transportation Standard Specifications for Construction, (Mn/DOT Specifications) and any supplements or amendments thereto issued prior to the date of these Contract Documents, including the current Combined 2350/2360 Plant Mixed Asphalt Pavement Specification;
 - B. Individual Project Manuals, which contain individual project Bidding Requirements, Proposal Form, Contract Forms, Supplementary General Requirements (Division 1), Supplementary Special Provisions (Division 2), and any other project-specific information in the form of appendices.

Traffic control shall be in accordance with the current edition of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), including the current edition of the Field Manual for Temporary Traffic Control Zone Layouts.

The provisions for construction shall comply with the following precedence ("1" being the highest precedence, "4" being the lowest):

- 1) Individual Project Plans
- 2) Individual Project Manual
- 3) Mn/DOT Standard Specifications for Construction

Any conflicting requirements or language shall follow that stated in the highest precedence document of those listed above, unless directed in writing by the ENGINEER.

4. Coordination of Plans and Specifications shall be in accordance with the provisions of Mn/DOT Specification 1504, as modified by the following definitions:
 - a. Standard Specification: Refer in precedent order to the current Standard Utilities Specifications of the City Engineers Association, the current Mn/DOT Standard Specifications and the other specifications of ASTM, ANSI, AWWA, etc., as referenced and as published on the date of the bid advertisement.

b. Supplemental Specifications: Refer in precedent orders to the Supplementary Conditions and the General Conditions as contained in these Contract Documents.

c. Work under these Contract Documents shall be governed by all applicable federal, state, and local laws, regulations, codes and ordinances, and the Contract Documents, which are as follows:

General Conditions
Supplementary Conditions
General Requirements
Special Provisions
Addenda
Proposal
Contract Documents
Technical Specifications

Should the Contract Documents conflict with any of the regulations and standards mentioned in preceding paragraphs of these Supplementary Conditions, the regulations and standards shall take precedence. This shall not, however, be construed to relieve the CONTRACTOR from complying with the requirements of the Contract Documents, which are in excess of, but not contrary to, the regulations and standards.

SGC 4.01 AVAILABILITY OF LANDS

The fourth sentence of Paragraph 4.01.A of the General Conditions shall be deleted and the following inserted in its place:

If the CONTRACTOR believes that there has been delay in OWNER'S furnishing lands, rights-of-way or easements, CONTRACTOR'S sole remedy shall be an extension of Contract Time, for which the CONTRACTOR may make a claim therefore as provided in paragraph 10.05.

SGC 4.02 SUBSURFACE AND PHYSICAL CONDITIONS

Add new paragraphs immediately after 4.02.B of the General Conditions, which are to read as follows:

C. Notwithstanding Paragraphs 4.02.A and 4.02.B, under no circumstances may the Contractor rely upon the accuracy of the "technical data" contained in reports of explorations or tests of the amounts, elevations, or locations of subsurface groundwater.

SGC 5.04 CONTRACTOR'S LIABILITY INSURANCE

CONTRACTOR shall furnish GRANT with current certificates of coverage of the CONTRACTOR, and proof of payment by the CONTRACTOR, for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as GRANT may require from time to time. GRANT shall require general liability insurance coverage of not less than \$1,000,000.00 / \$2,000,000.00. GRANT shall require automobile vehicle coverage of not less than \$500,000.00 / \$500,000.00 / \$100,000.00. GRANT shall require umbrella coverage of not less than \$1,000,000.00. CONTRACTOR shall maintain all such insurance coverage and shall furnish GRANT with certificates of renewal coverage and proofs of premium payments. If the CONTRACTOR fails to pay a premium for insurance required by this paragraph before it becomes due, GRANT may pay the premium and deduct the amount paid from any payments due the CONTRACTOR and recover the balance from the CONTRACTOR directly.

SGC 6.02 LABOR; WORKING HOURS

Add the following to 6.02.B of the General Conditions to read as follows:

Working hours shall be restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday. Work on Saturday may be approved upon written request of the City Administrator. Expansion of working hours to include Sunday's and Holidays, require City Council authorization (which meets monthly).

SGC 6.06 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

Add at the end of the paragraph 6.06.C2 add the following:

In accordance with Minnesota Statute 471.425, the CONTRACTOR shall pay any subcontractor within ten days of the CONTRACTOR'S receipt of payment from municipality.

SGC 6.13 SAFETY AND PRECAUTION

Add the following to paragraph 6.13.B of the General Conditions to read as follows:

The CONTRACTOR shall provide all necessary temporary barricades, fences and other protection as required for the proper execution of the work and for the protection of his employees, employees of the OWNER, other construction personnel, and the general public according to all Federal, State, and Local regulations. This may include increased signing as necessary. The CONTRACTOR may need to furnish, erect, and maintain lights to provide a safe work environment according to all state and federal codes. All utility trenches shall be backfilled at the end of each working day and driveway access provided to individual residences to the satisfaction of the ENGINEER. The CONTRACTOR shall immediately call "911" if a gas utility line is struck or damaged.

SGC 7.01 RELATED WORK AT SITE

Paragraph 7.01.A.2 of the General Conditions shall be deleted and the following inserted in its place:

2. If the CONTRACTOR believes that there has been delay in the OWNER'S other work, the CONTRACTOR'S sole remedy shall be an extension of Contract Time, for which the CONTRACTOR may make a claim therefore as provided in paragraph 10.05.

Add the following to 7.01.B of the General Conditions to read as follows:

The CONTRACTOR shall cooperate with all parties to facilitate the prompt completion of all contracts.

Add the following immediately after 7.01.C of the General Conditions, which is to read as follows:

- D. The CONTRACTOR is hereby advised that the following work may be performed on the site by others during the contract time.
 1. The individual lot owners or their agents may be site grading and/or constructing buildings on the lots adjacent to the proposed streets.
 2. Private utility companies may be installing and/or relocating underground facilities on or adjacent to the project.
- E. If OWNER performs work for the CONTRACTOR, the CONTRACTOR must pay OWNER for such work with no deduction in Contract amount.

SGC 10.05 CLAIMS

The first sentence of Paragraph 10.05.B of the General Conditions shall be deleted and the following inserted in its place:

Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to the ENGINEER and the other party to the Contract promptly but in no event later than ten (10) days after the start of the event giving rise thereto.

Add the following paragraphs to 10.05.D of the General Conditions to read as follows:

Except as specifically authorized in writing by the ENGINEER at the time additional work is done beyond the original scope of the Contract Documents, the CONTRACTOR shall make no claims for additional compensation. The CONTRACTOR'S plea of ignorance of foreseeable conditions which will create difficulties or hindrances in the execution of the work will not be acceptable to the OWNER as an excuse for any failure of the CONTRACTOR to fulfill the requirements of the Contract Documents, and shall not be a basis for the CONTRACTOR'S claim for additional compensation.

Any discrepancies in or conflicts between the items described in these Contract Documents must be submitted in writing to the ENGINEER for adjustment prior to proceeding with the work as any claims for additional compensation to achieve compliance with the requirements of those items will not be allowed or considered.

SGC 11.03 UNIT PRICE WORK

Delete paragraph 11.03.D in its entirety and insert the following in its place.

There will be no adjustment in unit price for increased or decreased quantities. In addition, the OWNER reserves the right to reduce certain quantities or delete certain items from each section of the bids as the OWNER sees fit, either before or after the Award of Contract. There will be no additional compensation due to remobilization of equipment as necessary to complete punch list items or other items not completed by the CONTRACTOR. There will be no additional compensation due to restocking charges for materials not used on the project.

SGC 13.03 TESTS AND INSPECTIONS

Add the following paragraphs to 13.03.A of the General Conditions to read as follows:

The CONTRACTOR shall provide a minimum twenty-four (24) hour notice to the OBSERVER for any testing that must be observed or accomplished by someone other than the CONTRACTOR'S personnel. All final tests and inspections shall be performed under the observation of the Resident Project OBSERVER.

All tests on material to be placed shall be completed prior to the placing of any material. Tests shall be made in accordance with the American Society for Testing and Materials (ASTM) standard and tentative specifications that apply, except as otherwise specified.

Signed copies of all reports on tests shall be sent at once to the OWNER, ENGINEER and CONTRACTOR. Inspection and testing shall in no way relieve the CONTRACTOR or supplier from the responsibility of furnishing materials and workmanship in accordance with the plans and specifications.

SGC 13.07 CORRECTION PERIOD

Amend the first sentence of paragraph 13.07.A of the General Conditions to read as follows:

If within two (2) years after the date of final acceptance of the project by the City Council; or such longer period of time as may be prescribed by Laws or Regulations; or by the terms of any applicable special guarantee required by the Contract Documents; or by any specific provision of

the Contract Documents, any Work that is found to be defective, or if the repair of any damages to the land or areas made available for the CONTRACTOR'S use by the OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER, and in accordance with the OWNER'S written instructions:

- (i) Repair such defective land or areas, or
- (ii) Correct such defective Work or, if the defective Work has been rejected by the OWNER, remove it from the Project and replace it with Work that is not defective, and
- (iii) Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.

With regards to any surface concrete work, including but not limited to sidewalks, curb, gutter, and driveway aprons within the project area, the CONTRACTOR shall assume full responsibility for any warranty work unless written approval is provided by the OWNER releasing the CONTRACTOR from the responsibility for damages.

The intent of this provision is to release the CONTRACTOR from accepting monetary losses for destruction of concrete sidewalk, curb, gutter, and driveway aprons due to damages and circumstances out of the control of the CONTRACTOR. At no point during the two-year warranty period shall this relieve the CONTRACTOR'S responsibility for correction of the defective work as stated in the preceding paragraph, or as caused by poor construction and defective materials on the concrete sidewalk, curb, gutter, and driveway aprons within the project area. The OWNER or ENGINEER shall make the final determination of what material is defective within the project area at any point within the two-year warranty period.

SGC 14.06 FINAL INSPECTION

Add the following after the second sentence of paragraph 14.06.A of the General Conditions:

If, after such measures are taken, subsequent inspections by the ENGINEER reveal that any of the previously identified construction items remain incomplete or defective, the ENGINEER will again notify the CONTRACTOR in writing of the remaining construction items. All costs associated with any subsequent inspections in which said remaining particulars are revealed, will be documented by the ENGINEER and paid by the CONTRACTOR to the OWNER.

SGC 14.07 FINAL PAYMENT

Add a new paragraph immediately after paragraph 14.07.A.3 of the General Conditions, which is to read as follows:

4. Before final application for payment is made for the work, the CONTRACTOR must make satisfactory showing of compliance with M.S.A. 290.92, which requires the withholding of state income taxes for wages paid to employees on this project. Receipt by the ENGINEER of a certificate of Compliance from the Commissioner of Taxation to the OWNER will satisfy this requirement. The CONTRACTOR is advised that before such certificate can be issued, the CONTRACTOR must first place on file with the Commissioner of Taxation an affidavit that the CONTRACTOR has complied with the provisions of M.S.A. 290.92. The required affidavit form will be supplied by the Commissioner of Taxation, Centennial Building, St. Paul, Minnesota, on request.

Final payment will not be made until the CONTRACTOR shall have filed with the ENGINEER evidence in the form of an affidavit or such other evidence as may be required that all claims against him by reason of the Contract have been fully paid or satisfactorily secured. This shall be in the form of I.C. 134 forms, paid-in-full final lien waivers from the CONTRACTOR, subcontractors, and major suppliers, and a Consent of Surety shall precede or accompany the final application for payment. In case such evidence is not furnished, the OWNER may retain out of any monies due said

CONTRACTOR sums sufficient to cover all lienable claims unpaid. In addition, a two (2) year maintenance bond is required from the CONTRACTOR.

SGC 16.01 METHODS AND PROCEDURES

Article 16.01, Methods and Procedures, of the General Conditions shall be deleted in its entirety and replaced with the following paragraph:

"In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CONTRACTOR and the ENGINEER agree that all disputes between them arising out of or relating to this agreement shall be resolved, if possible, at the lowest possible staff level. If the dispute cannot be resolved between the CONTRACTOR and the ENGINEER staff, the presidents of the respective firms will meet to attempt to resolve the dispute(s). If resolution is not achieved, the dispute shall be submitted to non-binding mediation."

The rights and remedies available to the CONTRACTOR shall be limited to breach of Contract, and no other cause of action, including, without limitation, negligence, misrepresentation or other tort theory. The OWNER or CONTRACTOR may assert any such breach of contract claim in any court of competent jurisdiction. Neither the OWNER nor the CONTRACTOR shall be entitled to a jury trial in any such action. The right and remedies to the OWNER hereunder shall be in addition to and shall not be constructed in any way as a limitation of any rights and remedies available to the OWNER, which is otherwise available by law or contract, by special warranty or guarantee, or by other provision of the Contract documents. The provision of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which it may apply. All representations, warranties and guarantees made in the Contract documents shall survive final payment, termination or completion of this agreement.

No waiver or failure to enforce any part or provision of the contract documents, including but not limited to the change order process, shall be deemed to be waiver by the OWNER of any subsequent default or breach of the same or any other part of provision contained herein, or right to enforce the same or any other part or provision contained herein.

DIVISION 1

GENERAL REQUIREMENTS

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DIVISION 1

GENERAL REQUIREMENTS

1010 – SUMMARY OF WORK

This project includes seal coating improvements within the City of Grant, Washington County, Minnesota.

The work to be done under this Contract shall include the furnishing of all labor, materials, tools, and equipment necessary to complete the work as shown in the plans and specified herein.

The Owner is the City of Grant. All work will be completed within public right-of-way, property under direct control of the Owner, easements obtained by the Owner, or on property for which the Owner has been granted right-of-entry.

1014 – WORK SEQUENCE

The Contractor shall perform his work in such a manner as to cause the least interference with adjoining property owners and the general public.

Quotes will be received until 1:00 p.m., Friday, June 29, 2012, by the City of Grant's engineer at WSB & Associates, 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416. The bids may be held for up to 60 days. The winning CONTRACTOR shall have all contracts signed and required bonds secured and delivered to the City of Grant prior to starting construction.

It is anticipated the contract will be awarded at the July 10, 2012 City Council meeting. Work shall not begin until after that date.

The City has approximately \$50,000 available for seal coating. The City will seal coat the roadway segments in the numerical order shown on the seal coat map provided in Appendix A. The segments are listed in order of priority with number one being the highest priority and number four being the lowest priority. The City will only be able to seal coat roadways until the available funding is depleted. If the unit prices are low enough seal coating on all four segments will be completed.

The project must be completed, including sweeping and restoration, by August 31, 2012, unless specifically directed by the Engineer.

1015 – PROJECT STORAGE AREA

The Contractor shall be responsible for identifying and providing a project storage area. The area shall be cleaned up and fully restored to the pre-existing condition prior to closing out this project. The clean up and restoration of the project storage area shall be the Contractor's responsibility, no compensation will be made for this work.

1400 – QUALITY CONTROL

Any person representing federal or state agencies, the Engineer, or Owner shall have the right-of-entry to inspect the work being performed by the Contractor. If the case warrants, the Contractor shall provide proper facilities for such access and inspection.

The Contractor shall notify the resident observer anytime he anticipates working on this project. No work will be allowed without notifying the observer a minimum of twenty-four (24) hours beforehand.

Testing of materials and/or densities will be paid for by the Owner. Any retesting due to failures shall be at the expense of the Contractor.

1401 – CODES AND STANDARDS

Reference to codes and standards established by federal, state, and local agencies, or the professional and trade societies and associations shall be to the latest edition.

When conflicting information is given, the most restrictive shall apply. Any questions of intent will be determined by the Engineer upon written request by the Contractor.

1402 – “OR EQUAL” CLAUSE

Whenever a material or article required is shown on the Plans or in the Specifications by using the name of a product or of a particular manufacturer, it is to be understood that other products or materials, which will adequately perform the required function may be considered equal and satisfactory in the Engineer's opinion. A comparable product shall not be purchased or installed without the Engineer's approval.

1507 – UTILITY PROPERTY AND SERVICE

All bidders are expected and assume the responsibility to contact the affected utilities prior to submitting the bid to determine the extent of their facilities within the project area and the scope and anticipated schedule of the facility relocation, removal, or adjustment.

The Contractor may not make claims for costs or damages due to alleged delays or disruption, and releases the Owner from any such claims for the failure of any private utility with facilities affected by the project to promptly relocate, remove, or adjust such facilities.

1533 – TRAFFIC CONTROL

The Contractor shall furnish, erect and maintain warning lights and barricades as required to adequately warn and protect the public from hazardous protrusions, materials, excavations, etc., resulting directly or indirectly from the construction. These signs, barricades and flashers shall conform to the standards illustrated in the Mn/DOT Manual on Uniform Traffic Control Devices and the Temporary Traffic Control Zone Layout Field Manual.

The Contractor shall maintain access at all times to properties affected by construction.

Traffic control shall be measured and paid for as a single lump sum item for all labor, materials, and equipment required to control traffic flow through the project area as specified. Payment will be based on the percentage complete as determined by the Engineer.

1547 – PROTECT EXISTING PAVEMENTS

The City intends to protect the existing pavement on all streets adjacent to the construction work. The Contractor shall provide and use only rubber-tired dozers, front-end loaders, and other necessary equipment on all work where street pavements or portions of pavements are undisturbed for the protection of the pavements or in such locations as the Engineer may direct.

No compensation will be made to the Contractor for replacement of damaged in-place utilities and existing pavements caused by the Contractor.

1548 – PROTECT EXISTING SURFACE IMPROVEMENTS

It shall be the Contractor's responsibility to protect, and/or remove and reinstall all fences, irrigation systems, mailboxes, and other items required to construct the proposed improvements.

Mail service must be maintained during the project. At completion of the project, all mailboxes whether moved for construction or not, shall be reset adjacent to the new roadway in accordance with the local Postmaster's requirements.

The work associated with protecting, and/or removing and reinstalling all fences, street signs, mailboxes, lawn irrigation systems, and other items shall be considered incidental to the project unless specific bid items are provided.

1550 – ACCESS ROADS

The Contractor shall maintain access to all areas for residents and commercial traffic, and emergency vehicles at all times.

1560 – WORKING HOURS

Working hours will be from 7:00 a.m. to 7:00 p.m., Monday through Friday. Requests for expansion of working hours must be approved by the City. The Contractor shall submit all requests through the Engineer. The Contractor shall structure the proposed project schedule based on the stated working hours.

1561 – NOISE CONTROL

The Contractor shall comply with local and state ordinances on noise abatement. All equipment shall have effective mufflers on engine exhaust systems.

1562 – DUST CONTROL

The Contractor shall be responsible for dust control. Dust control will be considered incidental to project cost.

1710 – CLEANUP

During the progress of the work, the area affected shall be kept clean and free of all rubbish and surplus materials. All unneeded construction equipment shall be removed from the site and all damage repaired so that the public and adjacent property owners are inconvenienced as little as possible.

Where materials or debris have washed or flowed into or have been placed in water courses, ditches, gutters, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed and satisfactorily disposed of during progress of work. All ditches, channels, drains, etc. shall be kept in a clean and neat condition. Street sweeping adjacent areas affected by construction will be required periodically by Engineer.

On or before the completion of work, the Contractor shall, unless otherwise directed in writing, remove all temporary works, tools and machinery or other construction equipment placed by him. He shall remove all rubbish from any grounds which he has occupied and shall leave all of the premises and adjacent property affected by the operation in a neat and restored condition satisfactory to the Engineer. Clean up is incidental to the project cost.

1740 – WARRANTY

The Contractor for this work shall guarantee and maintain the stability of all his work, equipment and materials for a period of two (2) years from date of final payment.

PROTECTION OF THE PUBLIC

The Contractor shall provide any barricades, fences or other means of protection necessary to properly execute the work and adequately protect his employees, employees of the Owner, employees of the Engineer, and members of the public according to federal, state, and local regulators.

All labor and materials necessary to comply with these provisions are incidental, and no payment shall be made.

1903 – COMPENSATION FOR INCREASED OR DECREASED QUANTITIES

It should be noted that there will be no adjustment in unit price for increased or decreased quantities. In addition, the Township reserves the right to reduce certain quantities or delete certain items from each section of the bids as the Township sees fit. There will be no additional compensation due to remobilization of equipment as necessary to complete punch list items or other items not completed by the Contractor. There will be no additional compensation due to restocking charges for materials not used on the project.

CONSTRUCTION LIMITS

The Contractor shall confine his operations to the roadway right of way.

DIVISION 2

SPECIAL PROVISIONS

2356 – BITUMINOUS SEAL COAT 1

DIVISION 2

SITE WORK

2356 – BITUMINOUS SEAL COAT

2356.1 – DESCRIPTION

This project includes seal coating roadways in the City of Grant, Minnesota. Street sweeping is incidental.

The City is bidding both trap rock and granite as possible seal coating aggregate types. The City will choose either trap rock or granite as the aggregate to be used for seal coating the roadways.

Section 2356 of the Mn/DOT "Standard Specifications for Construction," 2005 Edition and all modifications shall apply except as modified herein.

2356.2 – MATERIALS

A. BITUMINOUS MATERIAL

Bituminous material shall be of the kind and grade as indicated in the plans or directed by the Engineer and shall conform with Mn/DOT Specification 3151.

Emulsified Asphalt **CRS-2**

B. AGGREGATE

Aggregate shall conform to Mn/DOT Specification 3127 for **FA-2 (one-eighth inch [1/8"] Trap Rock Chips)** 100% crushed aggregate for **Alternate 1**.

Aggregate shall conform to Mn/DOT Specification 3127 for **FA-2 (one-eighth inch [1/8"] Granite Rock Chips)** 100% crushed aggregate for **Alternate 2**.

The aggregate for any single street or area shall be obtained from one source.

C. STOCKPILE

The Contractor shall work with the City of Grant to determine an approved stockpile location.

The Contractor shall furnish Public Works with at least one week advance notice prior to delivery of stockpile. Contractor shall contact Public Works Department to coordinate a stockpile location.

Due to the volume of aggregate needed for the project, a working pile may have to be utilized. The Contractor shall ensure that public access is not obstructed at any time. The Contractor shall contact the City Engineer prior to stockpiling or delivery of aggregate to any site.

D. TEMPORARY RAISED PAVEMENT MARKINGS (TRPM)

Provide a qualified TRPM of the appropriate type for seal coat. Qualified materials can found on MnDOT's Qualified Products List on the Office of Traffic, Safety and Operations website.

E. SUBMITTALS

The Contractor shall furnish the Engineer with material testing analysis seventy-two hours (72 hours) prior to commencement of work.

2356.3 – CONSTRUCTION REQUIREMENTS

Construction requirements shall be in conformance with Mn/DOT Specification 2356.3 and as indicated herein.

The Contractor shall completely roll all sealed areas with pneumatic rollers. A minimum of three rollers shall be rolling and must roll a minimum of four (4) passes over all areas at a speed of no more than 5 miles per hour.

Prior to starting work, the Contractor shall meet with the Engineer to discuss the method and means of material supply, work schedule, and generally review the specifications.

Traffic rerouting shall be the responsibility of the Contractor. All flag men, barricades, flashers and safety measures are the sole responsibility of the Contractor. Strict enforcement of traffic rerouting shall be maintained in accordance with Section 2356.3 of the State Specifications.

Contractor shall supply and install “No Parking” signs on all streets, at least 24 hours before seal coating begins, Contractor will be responsible to get parked cars moved. Contractor shall also supply and install loose gravel signage and leave them in-place until the street has been swept.

Contractor shall cover manhole and valve shutoff covers to protect from seal coat material with sand and pick up sand immediately after seal coating and remove sand from site.

The Contractor shall make arrangements with the City Public Works Department to obtain water as may be required for the project.

Immediately prior to the application of any bituminous material, the Contractor shall sweep and clean the road surface for the full width to be treated. **After completion of the application of seal coat, the Contractor shall sweep up the surplus of aggregate within twenty-four (24) hours. The Contractor shall re-sweep the areas between seven (7) and fifteen (15) days after application.** In the event the re-sweeping is not completed within fifteen (15) calendar days after completion of the seal coat application, a penalty of One Hundred Dollars (\$100.00) per day on each street identified as not having been swept shall be charged until the sweeping is completed.

All sweeping shall be accomplished with a self-propelled pick-up type sweeper. Application of water may be required to minimize the creation of air borne dust and assist in the cleaning operation.

The excess aggregate swept from the streets prior to seal coating shall be the property of the Contractor and removed from the site.

The Contractor shall tab segment #2 with temporary raised pavement markings. The City will coordinate roadway striping with the seal coating schedule provided by the Contractor. The Contractor will be required to adhere to the initial schedule submitted to the City. The Contractor shall work with the City to ensure that the striping of segment #2 is not impacted by the seal coating of the roadway. The temporary raised pavement markings and coordination with the City shall be completed as **Incidental** to the seal coat operations.

The surplus aggregate swept from the streets after seal coating shall be removed by the Contractor and will become property of the Contractor.

A. APPLICATION OF BITUMINOUS SEAL MATERIAL

Bituminous seal material shall be applied at a rate of 0.25 gallons per square yard.

B. APPLICATION OF AGGREGATE

The cover aggregate shall be applied at a rate of twenty-five (20) pounds per square yard unless bleed through occurs in which additional aggregate shall be applied.

The FA-2, (trap rock or granite rock) will be inspected by the City for conformance to specifications. The Contractor shall notify the City when the aggregate is ready for inspection and shall not place any aggregate until inspected by City. Aggregate samples submitted for testing must be taken from several areas of the stockpile after it is on the job site.

On site aggregate is to be tested by the Owner before use in seal coating. If aggregate does not meet specifications, Contractor is responsible for cost incurred for testing.

Application of Blotting Material – The Contractor shall apply granite dust blotting material where bleeding is detected as directed by Maintenance Department personnel. The Contractor is responsible for this application through September 2013 on areas detected in 2012 and in 2013; there shall be no additional compensation for time or materials for blotting areas that bleed through.

2356.4 – BASIS OF PAYMENT

Payment for the trap rock aggregate shall be made as “2356.507...Seal Coat Aggregate (FA-2)” and shall be compensation in full for all labor, materials, and equipment necessary to complete seal coating using trap rock aggregate.

Payment for the granite aggregate shall be made as “2356.507...Seal Coat Aggregate (FA-2 Mod)” and shall be compensation in full for all labor, materials, and equipment necessary to complete seal coating using granite aggregate.

2356.4 – METHOD OF MEASUREMENT

A. BITUMINOUS MATERIAL

Bituminous material applied on the road will be measured by volume in gallons at sixty degrees Fahrenheit (60°F) in accordance with ASTM Tables D1250 and D633.

The Contractor shall furnish measure slips of volume delivered to job.

B. SEAL COAT AGGREGATE

Seal coat aggregate will be measured by the square yard.

2356.5 – BASIS OF PAYMENT

Payment for “Bituminous Material for Seal Coat (CRS-2)” at the contract price per gallon shall be compensation in full for all costs to furnish all labor, equipment, documentation and materials necessary for the preparation, cleaning, and sealing of the streets on the basis of the following schedule.

The price of the bituminous seal coat aggregate shall include the cost of furnishing all labor, equipment, and materials necessary to place the seal coat aggregate.

All sweeping and removal of the sweepings after seal coating shall be considered incidental to the contract with no additional compensation allowed.

If any application rate, as determined by the Engineer, is greater than ten percent (10%) over that designated by the Engineer at the start of the project, the materials in excess shall be incidental to the project.

APPENDIX A
SEAL COAT PROJECT LOCATION

Bidder: Allied Blacktop Company	
Address: 10503 89 th Ave N	Telephone No.: 763 425-0575
City, State, Zip: Maple Grove MN 55369	Fax No.: 763 425-1046

PROPOSAL
2012 SEAL COAT PROJECT
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
WSB PROJECT NO. 1936-24

Received Until Time: 1:00 p.m. (Email, Fax, Mail)

Received Until Date: Friday, June 29, 2012

City of Grant
111 Wildwood Road
Willerole, MN 55090

Dear Council Members:

1. The following proposal is made for furnishing and installing all labor and materials necessary for the Grant 2012 Seal Coat Project, City of Grant, Washington County, Minnesota.
2. The undersigned certifies that the Contract Documents listed in the Instructions to Bidders have been carefully examined, and that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood, and that at no time will misunderstanding of the Contract Documents be pleaded. On the basis of the Contract Documents, the undersigned proposes to furnish all necessary apparatus and other means of construction, to do all the work and furnish all the materials in the manner specified, and to accept as full compensation therefore the sum of the various products obtained by multiplying each unit price herein bid for the work or materials, by quantities thereof actually incorporated in the completed project, as determined by the Engineer. The undersigned understands that the quantities mentioned herein are approximate only, and are subject to increase or decrease, and hereby proposes to perform all work as either increased or decreased, in accordance with the provisions of the specification, at the unit prices bid in the following proposal schedule, unless such schedule designates lump sum bids.
3. **PROPOSED SCHEDULE:** The Bidder agrees to perform all work described in the specifications and shown on the plans for the following unit prices:

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
SCHEDULE A - BASE BID						
1	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GALLON	12100	\$ 3.00	\$ 36,300.00
Total SCHEDULE A - BASE BID						\$ 36,300.00
ALTERNATE 1 - TRAP ROCK SEAL COAT						
2	2358.507	SEAL COAT AGGREGATE (FA-2)	TON	490	\$ 68.75	\$ 33,687.50
Total ALTERNATE 1 - TRAP ROCK SEAL COAT						\$ 33,687.50
ALTERNATE 2 - GRANITE ROCK SEAL COAT						
3	2356.507	SEAL COAT AGGREGATE (FA-2 MOD)	TON	490	\$ NA	\$ NA
Total ALTERNATE 2 - GRANITE ROCK SEAL COAT						\$ NA
GRAND TOTAL BID						\$ 69,987.50

4. The basis of award of the Contract will be based on the total Base Bid plus Alternate selected by the owner. The Owner reserves the right to delete any item prior to final contract.
5. The undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within ten (10) days after notice of the award of contract has been received. The undersigned further proposes to begin work as specified, to complete the work on or before date specified, and to maintain at all times performance and payment bonds, approved by the Owner, in an amount equal to the total bid.
6. No bid security is required with this project.
7. In submitting this proposal, it is understood that the right reserved by the Owner to reject any or all proposals and to waive informalities.
8. In submitting this proposal, the Undersigned acknowledges receipt of and has considered the following Addenda issued to the Contract Documents:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Signed _____

If any Addenda are required as determined by the Engineer, it is the responsibility of the Contractor to verify the issuance and receipt of any Addenda, and to properly acknowledge such Addenda in the appropriate location on the Proposal Form.

9. If a corporation, what is the state of incorporation?

Minnesota

10. 1. The following proposal is made for furnishing and installing all labor and materials necessary for the Grant 2012 Seal Coat Project, City of Grant, Washington County, Minnesota.

Official Address Allied Blacktop Company
10503 89th Avenue North
Maple Grove, MN 55369

Firm Name Allied Blacktop Company

By Peter M. Capistrant
(An Authorized Signature)

Date: June 29, 2012

Title Peter M. Capistrant, President

Bidder: Asphalt Surface Technologies Corporation a/k/a ASTECH Corp.	
Address: P. O. Box 1025	Telephone No.: 320-363-8500
City, State, Zip: St. Cloud, MN 56302	Fax No.: 320-363-8700

PROPOSAL
2012 SEAL COAT PROJECT
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
WSB PROJECT NO. 1936-24

Received Until Time: 1:00 p.m. (Email, Fax, Mail)

Received Until Date: Friday, June 29, 2012

City of Grant
111 Wildwood Road
Willernie, MN 55090

Dear Council Members:

1. The following proposal is made for furnishing and installing all labor and materials necessary for the Grant 2012 Seal Coat Project, City of Grant, Washington County, Minnesota.
2. The undersigned certifies that the Contract Documents listed in the Instructions to Bidders have been carefully examined, and that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood, and that at no time will misunderstanding of the Contract Documents be pleaded. On the basis of the Contract Documents, the undersigned proposes to furnish all necessary apparatus and other means of construction, to do all the work and furnish all the materials in the manner specified, and to accept as full compensation therefore the sum of the various products obtained by multiplying each unit price herein bid for the work or materials, by quantities thereof actually incorporated in the completed project, as determined by the Engineer. The undersigned understands that the quantities mentioned herein are approximate only, and are subject to increase or decrease, and hereby proposes to perform all work as either increased or decreased, in accordance with the provisions of the specification, at the unit prices bid in the following proposal schedule, unless such schedule designates lump sum bids.
3. PROPOSED SCHEDULE: The Bidder agrees to perform all work described in the specifications and shown on the plans for the following unit prices:

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
SCHEDULE A - BASE BID						
1	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GALLON	12100	\$ <u>3.10</u>	\$ <u>37,510.00</u>
Total SCHEDULE A - BASE BID						\$ <u>37,510.00</u>
ALTERNATE 1 - TRAP ROCK SEAL COAT						
2	2356.507	SEAL COAT AGGREGATE (FA-2)	TON	490	\$ <u>72.00</u>	\$ <u>35,280.00</u>
Total ALTERNATE 1 - TRAP ROCK SEAL COAT						\$ <u>35,280.00</u>
ALTERNATE 2 - GRANITE ROCK SEAL COAT						
3	2356.507	SEAL COAT AGGREGATE (FA-2 MOD)	TON	490	\$ <u>72.00</u>	\$ <u>35,280.00</u>
Total ALTERNATE 2 - GRANITE ROCK SEAL COAT						\$ <u>35,280.00</u>
GRAND TOTAL BID						\$ <u>72,790.00</u>

4. The basis of award of the Contract will be based on the total Base Bid plus Alternate selected by the owner. The Owner reserves the right to delete any item prior to final contract.
5. The undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within ten (10) days after notice of the award of contract has been received. The undersigned further proposes to begin work as specified, to complete the work on or before date specified, and to maintain at all times performance and payment bonds, approved by the Owner, in an amount equal to the total bid.
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Addendum No. _____ Dated _____

Signed _____

If any Addenda are required as determined by the Engineer, it is the responsibility of the Contractor to verify the issuance and receipt of any Addenda, and to properly acknowledge such Addenda in the appropriate location on the Proposal Form.

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Minnesota

10. 1. The following proposal is made for furnishing and installing all labor and materials necessary for the Grant 2012 Seal Coat Project , City of Grant, Washington County, Minnesota.

Official Address

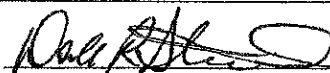
P. O. Box 1025

St. Cloud, MN 56302

Date: June 29, 2012

Asphalt Surface Technologies Corporation
Firm Name a/k/a ASTECH Corp.

By



(An Authorized Signature)

Dale R. Strandberg

Title Vice-President

Bidder: PEARSON BLDG. INC.	
Address: 11099 LAMONT AVE. N.E.	Telephone No.: (763) 391-6622
City, State, Zip: NANDOVER, MN 55341	Fax No.: (763) 391-6621

PROPOSAL
2012 SEAL COAT PROJECT
CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA
WSB PROJECT NO. 1936-24

Received Until Time: 1:00 p.m. (Email, Fax, Mail)

Received Until Date: Friday, June 29, 2012

City of Grant
111 Wildwood Road
Willernie, MN 55090

Dear Council Members:

1. The following proposal is made for furnishing and installing all labor and materials necessary for the Grant 2012 Seal Coat Project, City of Grant, Washington County, Minnesota.
2. The undersigned certifies that the Contract Documents listed in the Instructions to Bidders have been carefully examined, and that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood, and that at no time will misunderstanding of the Contract Documents be pleaded. On the basis of the Contract Documents, the undersigned proposes to furnish all necessary apparatus and other means of construction, to do all the work and furnish all the materials in the manner specified, and to accept as full compensation therefore the sum of the various products obtained by multiplying each unit price herein bid for the work or materials, by quantities thereof actually incorporated in the completed project, as determined by the Engineer. The undersigned understands that the quantities mentioned herein are approximate only, and are subject to increase or decrease, and hereby proposes to perform all work as either increased or decreased, in accordance with the provisions of the specification, at the unit prices bid in the following proposal schedule, unless such schedule designates lump sum bids.
3. **PROPOSED SCHEDULE:** The Bidder agrees to perform all work described in the specifications and shown on the plans for the following unit prices:

4. The basis of award of the Contract will be based on the total Base Bid plus Alternate selected by the owner. The Owner reserves the right to delete any item prior to final contract.
5. The undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within ten (10) days after notice of the award of contract has been received. The undersigned further proposes to begin work as specified, to complete the work on or before date specified, and to maintain at all times performance and payment bonds, approved by the Owner, in an amount equal to the total bid.
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7. In submitting this proposal, it is understood that the right reserved by the Owner to reject any or all proposals and to waive informalities.
8. In submitting this proposal, the Undersigned acknowledges receipt of and has considered the following Addenda issued to the Contract Documents:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Signed _____

If any Addenda are required as determined by the Engineer, it is the responsibility of the Contractor to verify the issuance and receipt of any Addenda, and to properly acknowledge such Addenda in the appropriate location on the Proposal Form.

9. If a corporation, what is the state of incorporation?

MN

10. 1. The following proposal is made for furnishing and installing all labor and materials necessary for the Grant 2012 Seal Coat Project, City of Grant, Washington County, Minnesota.

Official Address

11079 LAMONT AVE. NE
HANDOVER, MN 55344

Firm Name

PEARSON BROS. INC.

By

JACK E. PEARSON
(An Authorized Signature)

Date:

JUNE 28, 2012

Title

PRESIDENT

No.	Mat. No.	Item	Units	Quantity	Unit Price	Total Price
SCHEDULE A - BASE BID						
1	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT (CRS-2)	GALLON	12100	\$ <u>3.15</u>	\$ <u>38,115.00</u>
Total SCHEDULE A - BASE BID						\$ <u>38,115.00</u>
ALTERNATE 1 - TRAP ROCK SEAL COAT						
2	2356.507	SEAL COAT AGGREGATE (FA-2)	TON	490	\$ <u>55.56</u>	\$ <u>27,224.40</u>
Total ALTERNATE 1 - TRAP ROCK SEAL COAT						\$ <u>27,224.40</u>
ALTERNATE 2 - GRANITE ROCK SEAL COAT						
3	2356.507	SEAL COAT AGGREGATE (FA-2 MOD)	TON	490	\$ <u>—</u>	\$ <u>NO BID</u>
Total ALTERNATE 2 - GRANITE ROCK SEAL COAT						\$ <u>—</u>
GRAND TOTAL BID						\$ <u>65,339.40</u>



Memorandum

To: *Residents of Justen Trail*

From: *Phil Olson, WSB & Associates, Inc. (City Engineer)*

Date: *July 10, 2012*

Re: *Potential Overlay Project: Justen Trail (Jamaca Avenue to CSAH 96)*

The City of Grant would like to inform the residents of Justen Trail that their roadway has been identified as a potential candidate for an overlay project. Completing a project now before further pavement deterioration occurs is expected to extend the life of the roadway by 15 to 20 years. It will also prevent the pavement from deteriorating to the point where a more costly reconstruction project is required.

Roadways today are designed to achieve around a 50-year life span with the help of preventative maintenance and preservation improvements. Timing for these maintenance improvements is critical since weather and traffic are continually deteriorating the pavement surface and roadway subgrade. Correctly timing these maintenance activities helps cities prolong a roadway's life to reach this 50-year goal.

Preventative maintenance consists of crack sealing and seal coating; these activities help to seal voids and keep water from deteriorating the pavement and road base. You may have noticed that Grant completed the crack filling in 2003 and seal coating in 2004.

Preservation improvements consist of patching and overlay projects. Patching is completed as needed but overlays are typically recommended when the pavement is around 20 years old. Justen Trail is approximately 26 years old and an overlay project has not yet been completed. Depending on pavement conditions, a second overlay is then recommended when the roadway is around 35 to 40 years old.

Justen Trail was selected as a potential candidate for an overlay project based on the severity of the pavement cracking and the pavement age. It appears that the window for this type of project is closing since an overlay project is most effective when completed on pavements in adequate condition. If further pavement deterioration occurs, an overlay project may not be the most cost effective type of maintenance available. At that point, a more costly reconstruction project would likely be recommended to repair the subgrade and pavement surface.

To initiate an overlay project, the residents on Justen Trail must submit a petition to the City requesting the improvements. The petition must contain the signatures of at least 35% of the

Minneapolis ■ St. Cloud
Equal Opportunity Employer

Potential Overlay Project: Justen Trail (Jamaca Avenue to CSAH 96)

July 10, 2012

Page 2

property owners with driveways along Justen Trail. The City will then authorize a feasibility study which will more accurately define the project scope, project cost, and funding responsibilities. The results of the feasibility study will be shared with the property owners. The City Council will then consider moving forward with a project if at least 75% of the property owners are in favor of the project.

Per city policy, overlay projects are funded by benefiting property owners. For Justen Trail, the benefiting property owners are those which have driveway access to the roadway. Preliminary cost estimates are based on a typical overlay project and more detailed information is required to determine the exact project costs. At this time, it is estimated that the project would cost between \$8,000 and \$12,000 per property.

If you have any questions or concerns regarding this memo please contact me at 763-512-5245. I am also available to answer any questions regarding the petition process. Thank you.



Memorandum

To: *Honorable Mayor and City Council, City of Grant
Kim Points, City of Grant*

From: *Phil Olson, PE, City Engineer
WSB & Associates, Inc.*

Date: *July 2, 2012*

Re: *July Staff Report - Engineering*

A. Agenda Items

- i. **2012 Seal Coat Project:** The City received three quotes for the seal coat project. The request for quotes was sent to Allied Blacktop, Astech Corporation, Fahrner Asphalt, and Pearson Brothers. The quotes we received are attached and are summarized in the table below.

	<u>Trap Rock</u>	<u>Granite</u>
Pearson Brothers Inc.	\$65,339.40	No Bid
Allied Blacktop Company	\$69,987.50	No Bid
Astech Corporation	\$72,790.00	\$72,790.00
Fahrner Asphalt	No Bid	No Bid

Based on the low quote price from the Pearson Brothers, the cost for seal coating is approximately \$1.34 per square yard. At these unit prices and our \$60,000 budget, it is estimated that we will be able to seal coat the following roadways.

- 110th Street: Lansing Avenue to Manning Avenue
- Lansing Avenue: 110th Street to 117th Street
- 117th Street: Kimbro Avenue to Lansing Avenue
- Kimbro Avenue: 117th Street to 118th Street
- 118th Street: East of Kimbro
- 118th Street: Kimbro Avenue to Keystone Avenue
- Keystone Avenue: 118th Street to 119th Street
- Irish Avenue: 11034 to 11049
- Irish Avenue: 110th Street to Irish Avenue
- Manning Court: West of Manning Avenue

Following seal coating, 110th Street, Lansing Avenue, 117th Street, Kimbro Avenue, 118th Street, and Keystone Avenue will need to be restriped. We are working with Washington County to have them complete the striping.

Once the City authorizes the bid, staff will work with the contractor to complete the contract and begin work.

Action: Award project. Staff recommends awarding to the low bidder Pearson Brothers, Inc.

- ii. **Justen Trail Overlay Memo:** Council has discussed options for the City to notify property owners if their roadway is a potential candidate for an overlay project. We have drafted a memo to the property owners on Justen Trail discussing why they should consider an overlay at this time. The memo also provides a rough cost estimate and describes the petition process.

The memo is attached for Council discussion and consideration. It could also be used as a basic outline for notifying other neighborhoods of potential overlay projects in the future.

Action: Discussion. If desired, direct staff to mail the letter to property owners on Justen Trail.

iii. **Staff Report/Council Update:**

- a. **Siren Location:** The siren was staked to be located within the Joliet Avenue right-of-way. It was installed by the contractor within the Mn/DOT right-of-way. We are continuing to work with the contractor to finalize the project.
- b. **Mahtomedi Elementary School:** Site grading and utility construction is continuing. Staff has been investigating a resident concern that some material from the school site has been hauled to a property on 68th Street. I have contacted the property owner on 68th Street and found that a building permit was issued for this property. The material hauled from the school site was originally from a gravel pit and was temporarily stockpiled at the school by the contractor. Jack Kramer is inspecting this work and will contact engineering if the work is in excess of what was allowed with the building permit.
- c. **Grading Permit Review (Planning Commission):** The Planning Commission discussed several options for possible changes to the grading permit. This item was tabled to allow all staff and watersheds to be at the same meeting. The Planning Commission requested that a representative from the watersheds attend the next meeting with the engineer, planner, building inspector, clerk, and video tech. It is anticipated that this item will be discussed at the Planning Commission meeting in July.

If you have any questions, please contact me at 763-512-5245.

ECKBERG LAMMERS
MEMORANDUM

TO: Honorable Mayor and City Council Members
FROM: Nicholas J. Vivian, City Attorney
DATE: July 3, 2012
RE: Staff Report for July City Council Meeting

Please be advised that our office is presently working on the following matters on behalf of the City of Grant:

Timothy Nelson v. City of Grant

Litigation has been commenced against the City of Grant alleging a violation of the Minnesota Governmental Data Practices Act. Defense of the litigation has been tendered to the League of Minnesota Cities. The League has engaged Jason Kuboushek of Iverson Reuvers to represent the City on the matter. Mr. Kuboushek has filed an Answer on the City's behalf. Mr. Kuboushek will be in attendance at the City's July 10 Council meeting to discuss the case in more detail in closed session.

Zoning Enforcement – Frank Fabio – 6510 Jocelyn Avenue N.

As directed by the City Council in June, with the assistance of Councilmember Fogelson, I made contact with Mr. Fabio and his attorney Karl Yeager. Scott and I met with Karl and Frank on June 27. Scott, Jack Kramer and I conducted a site visit of Mr. Fabio's property on June 28. Mr. Fabio indicated that he operates as a general contractor and is in the process of purchasing a building where he will relocate his business operations. All vehicles and equipment maintained on his property is owned and used personally. The property appeared to be well maintained and Mr. Fabio recently planted 15 – 20 large pine trees to screen his property from the adjacent property. Mr. Yeager will be supplying the City with an update regarding Mr. Fabio's efforts in purchasing his new building. The City will review this file in 30 days.

Siren Contract

I have been involved in reviewing options available for resolving the location of the City's emergency siren. I have reviewed the quote originally provided by the Contractor and have spoken with the City Engineer about resolving the location.

Personnel and City Office Matters

In June, I met with Mayor Carr and Councilmember Bohnen to discuss personnel related matters and the City offices. The Council will be provided with a confidential memorandum from my office regarding the issues discussed.

Zoning Matters

During the month of June, we also fielded and responded to other zoning matters which do not require Council action at this time. To the extent Council action is required, the matters will be presented to the City Council for formal consideration.

Please call with any comments or questions.

City Council Report June 2012

To: Honorable Mayor & City Council Members

From: Jack Kramer Building Official

Zoning Enforcement:

1, Harmony Horse Farms at Victoria Station 9250 Dellwood Rd. N.

I have concluded the investigation of formal complaints, regarding violations of the conditional use permit as well building and fire codes.

The complaints are valid and violations of the conditional use permit and building codes will need to be addressed. I have sent a letter to the manager responsible for the operation of the property, advising the need to comply with the city zoning and building code requirements,.

I shall provide updated information as it becomes available.

Building Permit Activity:

1. (15) fifteen building [permits were issued for this time period with a total valuation of \$218,503.00

Respectfully submitted,



Jack Kramer

Building & Code Enforcement Official

Grant Master Form

2012-55	Re-Roof	Kneen	9901 Indigo Trail N.	5/18/2012	\$ 10,500.00	\$ 195.25	\$ 146.43	\$ -	\$ 5.25
2012-56	Re-Roof	Washburn	9694 -75th. St.N.	5/23/2012	\$ 35,000.00	\$ 492.75	\$ 369.56	\$ -	\$ 17.50
2012-57	Re-Roof	Rock	6403 Keats Ave, n.	5/24/2012	\$ 6,216.00	\$ 139.25	\$ 104.43	\$ -	\$ 3.10
2012-58	Re-Side	Murphy	10985 105th. St. N.	5/30/2012	\$ 18,900.00	\$ 307.25	\$ 230.43	\$ -	\$ 9.45
2012-59	Cell Antenna	AT&T Mob	6047 Lake Elmo Ave.	5/31/2012	\$ 50,000.00	\$ 643.75	\$ 482.81	\$ 418.43	\$ 25.00
2012-60	Windows	Boback	11907-80th. St. N.	6/5/2012	\$ 10,000.00	\$ 181.25	\$ 135.93	\$ -	\$ 5.00
2012-61	Deck	Pottratz	8450 Jewel Ave. N.	6/6/2012	\$ 4,000.00	\$ 97.25	\$ 72.93	\$ 62.96	\$ 2.00
2012-62	Deck	Kanis	11498 Julianne Ave. N.	6/6/2012	\$ 6,970.00	\$ 139.25	\$ 104.43	\$ 90.51	\$ 3.48
2012-63	Cell Antenna	T-Mobile	6077 Lake Elmo Ave.	6/7/2012	\$ 6,500.00	\$ 139.25	\$ 104.43	\$ 90.51	\$ 3.25
2012-64	Remodeling	DeVetter	8481 Lake Elmo Ave.	6/8/2012	\$ 50,000.00	\$ 643.75	\$ 482.81	\$ 418.43	\$ 25.00
2012-65	HVAC Permit	DeVetter	8481 Lake Elmo Ave.	6/8/2012	\$ -	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2112-66	Plumbing	DeVetter	8481 Lake Elmo Ave.	6/8/2012	\$ -	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
2012-67	Door Replace	Newmann	10777 Dellwood Rd.	6/8/2012	\$ 4,417.00	\$ 111.25	\$ 83.43	\$ -	\$ 2.20
2012-68	Pole Bldg. Rel	Garrisen	9475 -85th. St. N.	6/10/2102	\$ 16,000.00	\$ 265.25	\$ 198.93	\$ -	\$ 8.00
2012-69	HVAC Permit	Pottratz	8450 Jewel Ave. N.	6/14/2012	\$ -	\$ 80.00	\$ 60.00	\$ -	\$ 5.00
Monthly total					\$ 218,503.00	\$ 3,595.50	\$ 2,696.55	\$ 1,080.84	\$ 124.23

AGENDA ITEM 7A

STAFF ORIGINATOR Kim Points

MEETING DATE July 10, 2012

TOPIC City Planning Services

BACKGROUND

At the June 2012 Council meeting, the City Council directed staff to send of the City Planning Services RFP out to Planning Firms and post the notice of RFP on the League of Minnesota Cities website.

The City Planning Services RFP was sent to the following eighteen (18) planning firms and or individual planners:

1. TKDA
2. City of White Bear Lake
3. Landform
4. WSB
5. Hoisington Koegler Group
6. SHE, Inc.
7. MFRA, Inc.
8. SRF Consulting Group
9. Bonestroo
10. SBP Design Consulting
11. Paulson Architects
12. Collaborative Design Group
13. Weber Planning
14. Dale Powers, City of Birchwood
15. Stantec
16. Loucks Associates
17. Sanders Wacker Bergly, Inc.
18. Joel Quenbeck, AICP

Three (3) bids were submitted to the City. TKDA, WSB and Sanders Wackers Bergely, Inc. submitted proposals and were included in your packet for review.

It was noted on the RFP that interview for Planning Services would take place Tuesday, August 7, 2012 at 6:00 p.m.

CITY of GRANT

P.O. BOX 577
WILLERNIE, MN 55090
(651) 426-3383

June 29, 2012

The Honorable Matt Dean

Majority Leader

Minnesota House of Representatives

459 State Office Building

100 Rev. Dr. Martin Luther King Jr. Blvd.

Saint Paul, Minnesota 55155

Dear Majority Leader Dean,

We are writing to inform you of and ask assistance with a situation that impacts our City and many small communities within the State. As you are aware, the State collects approximately \$823 million in fuel taxes per annum (2010 figure), projected to increase to \$878 million by 2015. This tax is paid by every fuel user in the state and it is fair that the payment of such a consumption tax would proportionally benefit the consumers paying the tax.

Sadly in Minnesota this is not the reality for small communities and taxpayers who live in those communities. While fuel taxes were originally earmarked for state wide road construction and maintenance, these funds are not reimbursed to cities with less than 5,000 in population.

Smaller communities like the City of Grant, with a population of approximately 4,100 with responsibility for 59.92 miles of roads receive essentially no resident paid fuel taxes back in order to maintain our roads. Our community effectively exports our fuel tax funds to larger communities subsidizing other community road systems while unfairly burdening our residents.

A prime example of this policies impact being a recent project where the City of Grant spent \$20,000 (1.7% of our budget) to take part in a local paving project with two other local municipalities (costs equally shared). Together these two governmental units received approximately \$570,000 in state fuel tax reimbursements while our residents paid into the fuel tax fund subsidizing these other communities' road systems.

We respectfully request this situation be addressed during the next Minnesota House session as our City can no longer afford to subsidize the road systems of larger communities in our state.

Thank you for your prompt attention to this matter.

Sincerely, Grant City Council

Tom Carr, Mayor

Steve Bohnen, Council Member

Scott Fogelson, Council Member

Jeff Huber, Council Member

Dan Potter, Council Member

CITY of GRANT

P.O. BOX 577
WILLERNIE, MN 55090
(651) 426-3383

June 29, 2012

Senator Ray Vandaveer

Minnesota State Senate

75 Rev. Martin Luther King Jr. Blvd.

Capital Building Room 328

Saint Paul, Minnesota 55155

Dear Senator Vandaveer,

We are writing to inform you of and ask assistance with a situation that impacts our City and many small communities within the State. As you are aware, the State collects approximately \$823 million in fuel taxes per annum (2010 figure), projected to increase to \$878 million by 2015. This tax is paid by every fuel user in the state and it is fair that the payment of such a consumption tax would proportionally benefit the consumers paying the tax.

Sadly in Minnesota this is not the reality for small communities and taxpayers who live in those communities. While fuel taxes were originally earmarked for state wide road construction and maintenance, these funds are not reimbursed to cities with less than 5,000 in population.

Smaller communities like the City of Grant, with a population of approximately 4,100 with responsibility for 59.92 miles of roads receive essentially no resident paid fuel taxes back in order to maintain our roads. Our community effectively exports our fuel tax funds to larger communities subsidizing other community road systems while unfairly burdening our residents.

A prime example of this policies impact being a recent project where the City of Grant spent \$20,000 (1.7% of our budget) to take part in a local paving project with two other local municipalities (costs equally shared). Together these two governmental units received approximately \$570,000 in state fuel tax reimbursements while our residents paid into the fuel tax fund subsidizing these other communities' road systems.

We respectfully request this situation be addressed during the next Minnesota House session as our City can no longer afford to subsidize the road systems of larger communities in our state.

Thank you for your prompt attention to this matter.

Sincerely, Grant City Council

Tom Carr, Mayor

Steve Bohnen, Council Member

Scott Fogelson, Council Member

Jeff Huber, Council Member

Dan Potter, Council Member

CITY of GRANT

P.O. BOX 577
WILLERNIE, MN 55090
(651) 426-3383

June 29, 2012

Dear Mayor Parent,

Recently it has come to the attention of the Grant City Council (Mayor) that activities within the shared office space at Willernie Town Hall may result in an impact to the proper functioning of your City office. Both the City of Dellwood and Willernie are aware of the history relating to this issue.

We are writing to assure you and your City staff that the Grant City Council does regard the working conditions of our staff as well as the conditions affecting your staff very seriously.

City staffs serving all residents deserve and are required by law to a safe and secure working environment. The City of Grant is working very hard toward ensuring that these conditions are provided to all respective staffs.

The Grant Council would appreciate your cooperation is helping to ensure that working conditions are sustained at a high level. We would ask that any concerns you or your staff may have in terms of physical and document security be forwarded to me immediately. Additionally, if there concerns that any residents are not able to quickly and efficiently access city staff without disturbance be reported immediately.

Thank you for your understanding and cooperation in this matter.

Mayor Tom Carr

Council Member Steve Bohnen

Council Member Scott Fogelson

Council Member Jeff Huber

Council Member Dan Potter

CITY of GRANT

P.O. BOX 577
WILLERNIE, MN 55090
(651) 426-3383

June 29, 2012

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Mayor Tom Carr

Council Member Steve Bohnen

Council Member Scott Fogelson

Council Member Jeff Huber

Council Member Dan Potter

ITEM 7E

Complaint Protocol and Communication Process

The following revisions were made from the attached original draft of a written complaint policy recommended by the Planning Commission:

Review of Complaint Protocol and Communication Process.

i. The Complaint Process was revised as follows:

1. COMPLAINT – The complaint is submitted by the Complainant. If the complaint is made by phone, the Complainant must follow up with a written and signed complaint before any action is taken by the City.
2. NOTIFICATION – The City contacts the Complainees by phone, alerting the Complainees that there is a complaint against him/her. The phone call is followed by written notification of the grievance. If there is a legitimate issue, the City explains the problem and how to resolve it. Depending on the situation...(the rest of the NOTIFICATION section is the same as originally presented in the packet)
3. INSPECTION – (this section is the same as what was originally presented in the packet, except that it was moved from number 2 to number 3)

There were no changes to numbers 4 - 7

Note:

“Complainant” - person filing a complaint

“Complainees” - person against whom a complaint is filed

CITY OF GRANT COMPLAINT PROCESS

1. **COMPLAINT** – The complaint is submitted.
2. **INSPECTION** – Appropriate staff visits the property to conduct an inspection. The city then follows up with the complainant. The City strives to complete this step within five business days.
3. **NOTIFICATION** – The City contacts the people involved in the situation that produced the complaint and explains the problem and how to resolve it. Depending on the situation, this may be the owner, the tenant, or both. If the problem still exists, the owner/tenant will be given ten days to resolve it. If the problem no longer exists, the owner/tenant will be informed that another complaint within a year may result in a citation or other action.
4. **RE-INSPECTION** – Staff re-inspects the property after seven days. If the violation is resolved, the case is closed. If not, final notice will be given.
5. **FINAL NOTICE** – The property owner/tenant will again be notified of the problem and what must be done to resolve it. The owner/tenant is given another ten days to resolve it before the City takes action.
6. **CITY ACTION** – If the violation remains unresolved after the second ten-day period, depending on the situation, the City may issue a citation or initiate the abatement process. In an abatement process the City takes care of the problem and then bills the owner/tenant for the work done.
7. **RECURRENCE** – If the substantially same violation happens again the City will take the appropriate action.



P.O. Box 24, Stillwater, MN 55082
Tel (651) 430-0916 • Portable Restroom Rental
Tel (651) 775-1489 • Septic Design/Inspection Services
Fax (651) 433-9934 • www.AirFreshIndustries.com
MPCA License #2114/Insured
CERT Certified SBE/WBE
DBE Certified

April 11, 2012

City of Grant
Bill David
9131 Keswick Ave. N.
Stillwater, MN 55082

Dear Mr. David,

Thank you for the opportunity to quote you prices on Portable Restroom Rental for the Grant Town Hall in the City of Grant. AirFresh Industries is currently supplying portable restroom rental for other similar sites such as the City of Bayport, City of Lakeland, and the City of Scandia, and would like to quote you prices on this upcoming project.

Our company services the entire Twin Cities Metro Area and western WI. *Service* is how we distinguish our company from others. Going beyond "low-bid", there are other reasons that make our company stand out.

Stability and Reliability

Our customers know that our company delivers on promises. Our Field Manager keeps close relationships with Project Supervisors to ensure quality assurance in the field. Our company has been providing portable restrooms since 1987. We are large enough to handle major projects, but we maintain the ability to provide individual attention to our customers. Please allow us to provide you with references.

Competence and Quality

At AirFresh Industries, service and quality is a main concern. We take EXTRA steps to provide a clean and odorless portable restroom. We go above industry standards and what many other portable restroom companies can offer as far as cleanliness. We are experienced in the portable restroom industry and represent our company in organizations such as the Association of Women Contractors (AWC) as a Board Member, and the Portable Sanitation Association International (PSAI).

Value

We are competitive with our pricing in the market and our service and attention cannot be beat. All of our restrooms are newer matching units that are odorless, clean, and delivered promptly. Our portable restrooms can be custom retrofitted for your applications. We have mobile portable restrooms (on wheels), ADA handicap accessible restrooms, and units with lift systems for use on bridges, roofs, etc. We can work with supervisors independently to determine the best solution or application of our portable restrooms.

Safety

The AirFresh Industries Field Manager headed the OSHA Safety Program for work on such city/federal projects as the culturally sensitive Reroute of Hwy 55 (Hiawatha Ave.) and the 3M Chemolite Center Superfund site, and directly applies that Safety Program to AirFresh Industries. AirFresh Industries is also sufficiently insured to handle large construction projects.

Our company is certified as a **Disadvantaged Business Enterprise (DBE)** through the Minnesota Unified Certification Program (MnUCP). We are also certified through the **Central Certification (CERT) Program** as a **Small Business (SBE)** and **Women-Owned Business (WBE) Enterprise**.

Please accept the following bid for the Grant Town Hall in the City of Grant, I look forward to speaking with you.

Sincerely,

Kelly Thommes/Soil Scientist
Owner/AirFresh Industries
Enclosures (1)

RESOLUTION NO. 2012-03

**CITY OF GRANT
WASHINGTON COUNTY, MINNESOTA**

**A RESOLUTION NOTIFYING POLITICAL CANDIDATES
AND SUPPORTERS OF STATE AND LOCAL SIGN REGULATIONS**

WHEREAS, the City of Grant will conduct Primary and General Elections in 2012;
and

WHEREAS, the City of Grant is a politically active community in which residents routinely express their support for candidates by displaying political signs on private property; and

WHEREAS, the State of Minnesota has enacted statutes including the Minnesota Outdoor Advertising Control Act regulating the placement, painting, printing or affixing of advertisements including outdoor signage; and

WHEREAS, the City of Grant has adopted a sign ordinance regulating the placement of signs within the City's corporate jurisdiction; and

WHEREAS, the City of Grant's sign ordinance is identified as ordinances 32-418, 32-419, 32-420, 32-421 and 32-422 of the Grant Code of Ordinances; and

WHEREAS, the City desires to notify candidates for political office and their supporters that all campaign signs located in the City prior to and immediately following the Primary or General election are required to strictly comply with the requirements of State law and the City's local ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Grant as follows:

1. All candidates for public office, and their supporters, are hereby notified that all campaign signs erected in the City of Grant are required to comply with the requirements of State law, including the Minnesota Outdoor Advertising Control Act, regulating campaign signs.
2. All candidates for public office, and their supporters, are hereby notified that all campaign signs erected in the City of Grant are required to comply with the City of Grant's local ordinance regulating the placement of signs including, but not limited to 32-418, 32-419, 32-420, 32-421 and 32-422 of the Grant Code of Ordinances.
3. The City of Grant reserves the right, at its sole discretion, to remove any sign

erected in an area determined to be public right of way.

Passed by the City Council for the City of Grant this 10th day of July, 2012.

Tom Carr, Mayor

ATTEST:

Kim Points, City Clerk