

KASSON CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, November 27, 2019

6:00 PM

PLEDGE OF ALLIEGANCE

6:00 A. COUNCIL

1. Approve agenda - Make additions, deletions or corrections at this time.
2. Consent Agenda - All matters listed under Item 2, Consent Agenda, are considered to be routine and non-controversial by the City Council and will be enacted with one motion. There will not be separate discussion of these items unless a Council Member so requests, in which case the item will be removed from the Consent Agenda and will be considered separately.
 - a. Minutes from November 13, 2019
 - b. Claims processed after the November 13, 2019 regular meeting, as audited for payment
 - c. Resolution Designating the Polling Place for 2020 Elections
 - d. Pay Request #17 2017 Street Assessment Project SL Contracting \$197,506.73
 - e. Conferences:
 - i. Ronnie Unger Northern Green Expo 1/14-16/20 Mpls \$178
 - f. Evaluations:
 - i. Amy Johnson Admin Assistant remove from probation
 - g. Certificate of Acceptance for Leth Subdivision

B. VISITORS TO THE COUNCIL

C. MAYOR'S REPORT

1. 2020 Budget and Levy Discussion

D. PUBLIC FORUM

- May not be used to continue discussion on an agenda item that already had been held as a public hearing.
- This section is limited to 15 minutes and each speaker is limited to 4 minutes.
- Speakers not heard will be first to present at the next Council meeting.
- Speakers will only be recognized once.
- Matters under negotiation, litigation or related to personnel will not be discussed.
- Questions posed by a speaker will generally be responded to in writing.
- Speakers will be required to state their name and their address for the record.

E. PUBLIC HEARING

F. COMMITTEE REPORT

1. Planning Commission - South Fork Conditional Use Permit for a Planned Unit Development.
 - a. Resolution Approving a CUP for a PUD
 - b. South Fork Development Agreement

- c. South Fork Final Plat
- 2. Park Board
 - a. October 15, 2019 Minutes
 - b. November 19, 2019 Draft Minutes – Recommendation to demo stone wall in Veterans Memorial Park

- G. OLD BUSINESS**
 - 1. Insurance Bids

- H. NEW BUSINESS**
 - 1. 2020 Fee Ordinance
 - 2. Snow Hauling Proposal

- I. ADMINISTRATORS REPORT**

- J. ENGINEER’S REPORT**
 - 1. Approve solicitation of quotes – 85 E Veterans Memorial Highway and 102 15th Street NE Demolition of Existing Structures
 - 2. SRTS 2022 Project – Professional Services Agreement
 - 3. Watermain Project Budgeting Cost
 - a. 6Th Street SW – west of 3rd Ave = \$300,000-\$350,000
 - b. Fairground water tower watermain extension = \$190,000-\$220,000
 - c. Watermain loop across Don Marti’s Property = \$170,000-\$200,000
 - d. Total all three projects = \$660,000-\$770,000

- K. PERSONNEL**
 - 1. Accept Resignation of Steve Jurrens from Kasson Fire Department
 - 2. Accept Resignation of Chris Meyers from Kasson Fire Department
 - 3. Accept Resignation of Zac Plein from Kasson Police Department

- L. ATTORNEY**
 - 1. Closed session for City Administrator Contract Negotiation
 - 2. Closed session for union Contract Negotiations

- M. CORRESPONDENCE**
 - 1. Department Head Reports
 - 2. PD Incident Report

- N. ADJOURN**

Please go to www.cityofkasson.com for full video

**KASSON CITY COUNCIL REGULAR MEETING MINUTES
November 13, 2019**

Pursuant to due call and notice thereof, a regular City Council meeting was held at City Hall on the 13th day of November, 2019 at 5:30 P.M.

THE FOLLOWING MEMBERS WERE PRESENT: Burton, Egger, Ferris, McKern and Zelinske

THE FOLLOWING MEMBERS WERE ABSENT: None

THE FOLLOWING WERE ALSO PRESENT: Interim City Administrator Nancy Zaworski, City Clerk Rappe, City Engineer Theobald, City Attorney Melanie Leth, Liza Donabauer, Everett Paulson, Candy McKern, Ben Boynton, Doug Buck, Tim O'Morro and David Dubbels

PLEDGE OF ALLIANCE

APPROVE AGENDA

Remove F 1. a,b,c

Remove K.1

Remove G.1

Add Closed Session L.1 Attorney update

Add to Mayors Report City Administrator job offer

Motion to Approve the Agenda as Amended made by Councilperson Egger, second by Councilperson Zelinske with All Voting Aye.

CONSENT AGENDA

Minutes from October 23, 2019

Claims processed after the October 23, 2019 regular meeting, as audited for payment in the amount of \$398,871.10

Resolution Accepting Donation to the Kasson Fire Department

Resolution #11.1-19

***Resolution Accepting Donation to the Kasson Fire Department
(on file)***

Resolution Adopting Assessment for 2017 Street Assessment Project

Resolution #11.2-19

***Resolution Adopting Assessment for 2017 Street Assessment Project
(on file)***

Pay Request #1 BV Land Dev LLC Tax Abatement \$80,000

Pay Request E Main St Storm Sewer Imp, #2 BCM Const. \$764,905.52

Pay Request 16th St NE Imp #1 Carl Bolander & Sons LLC \$246,395.33

Conferences:

Matt Norland	DMT-G Cert	St. Paul	11/12-14/19	\$375 + expenses
Craig Helgeson	MSCIC Winter Law Enf Conf	Mankato	1/6-7/20	\$125 + travel

Resolution Certifying Delinquent Claims to County Auditor

Resolution #11.3-19

**Resolution Certifying Delinquent Claims to County Auditor
(on file)**

Pay Request 2019 Pavement Maint Swenke IMS Cont. LLC \$122,796.66

Motion to Approve the Consent Agenda made by Councilperson Ferris, second by Councilperson Burton with All Voting Aye.

VISITORS TO THE COUNCIL

MAYOR'S REPORT

Mayor McKern asked that if something gets added to the packet after it goes out originally to let the council know.

City Administrator Position Job Offer – They interviewed four candidates during the day. Mayor McKern stated that there was a lot of good feedback from chamber members and thanked them for that. **Motion made by Mayor McKern, second by Councilmember Egger to offer the position of Kasson City Administrator and negotiate the terms of the contract to Timothy Ibisch, current City Administrator in Blue Earth. All Ayes.** The personnel committee, made up of Mayor McKern and Councilperson Burton, will work on the contract terms.

PUBLIC FORUM

PUBLIC HEARING

COMMITTEE REPORT

OLD BUSINESS

NEW BUSINESS

ADMINISTRATORS REPORT

Insurance Bids for agent of record. Interim Administrator Zaworski stated that this bid did not include work comp this is only to liability and property and liquor. The bids did not come in to compare apples to apples. Mayor McKern would like it verified that if the company is not taking the work comp reimbursement will that lower our premium. Zaworski will check and bring this back to the next meeting.

ENGINEER'S REPORT

TH 57 Reconstruction Update – Discuss potential roundabouts at CSAH 34 and Main Street
WHKS is bringing things forward to MNDOT for approval since the City/WHKS is leading the design on the Hwy 57 project. The project included replacing the signal at Main Street. This is just a discussion, MNDOT asked WHKS to bring this to the Council to see if the Council is interested in signals or roundabouts at Main Street and Mantorville Avenue and at Mantorville Avenue and CASH 34. Councilperson Burton raised a concern that we don't want to push truck traffic into residential areas. Engineer Theobald stated that they run computerized truck movements with different size trucks for the mini roundabout and a traditional roundabout. The size of roundabouts will depend on truck turning and available right of way. The Council instructed Engineer Theobald to take back to MNDOT that they would like to not increase the City's cost and not change the planned 2021

construction schedule. The Council would be more interested in a traditional roundabout at 34 but leave the lights at Main Street. We will lose too many parking spots on Main Street with a roundabout.

Engineer Theobald stated that the East Main Street Storm Sewer is done with the project and they are just finishing up some details. 16th Street will be opened shortly for the winter and construction will resume in the Spring of 2020.

PERSONNEL

ATTORNEY

Closed Sessions for Wilker Litigation and 2017 Thompson Special Assessment Litigation

Closed at 6:14PM

Opened at 6:28PM Council received an update on both cases from Attorney Leth.

CORRESPONDENCE

Correspondence was reviewed.

ADJOURN 6:29PM

Motion to Adjourn made by Councilperson Egger, second by Councilperson Zelinske with all voting Aye to Adjourn.

ATTEST:

Linda Rappe, City Clerk

Chris McKern, Mayor

SIGNATURE PAGE

THE ATTACHED LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

THIS INCLUDES WARRANT NUMBERS:

#1 - #3

GRAND TOTAL SUBMITTED FOR PAYMENT \$ 1,613,551.24

DATE APPROVED: 11-27-19

#1	#1,231,994.02
#2	58,500.31
#3	326,598.18
	<hr/>
	1,617,092.51

-	149.58	(609)	(VOID CHECKS)
	30.00	(101)	
	1650.00	(101)	
	1571.69	(101)	
	70.00	(101)	
	70.00	(101)	
	<hr/>		
	\$1,613,551.24		

11/14/19
13:13:55

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/14/19

Page: 1 of 5
Report ID: AP100V

#1

For Pay Date = 11/14/19
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32916		5664 AMARIL UNIFORM COMPANY	4,503.13					
	IV155823	10/17/19 WHEELER-F R UNIFORMS	1,458.93*			604 957 4957	214	1010
	IV155823	10/17/19 HENDERSON-F R UNIFORMS	1,833.73*			604 957 4957	214	1010
	IV156989	10/31/19 WHEELER-UNIFORM LOGOS	22.23*			604 957 4957	214	1010
	IV156989	10/31/19 HENDERSON-UNIFORM LOGOS	22.23*			604 957 4957	214	1010
	IV157170	11/04/19 HENDERSON-F R COAT	275.85*			604 957 4957	214	1010
	IV157170	11/04/19 WHEELER-F R COAT	312.85*			604 957 4957	214	1010
	IV157477	11/06/19 HENDERSON-F R SWEATSHIRTS	407.75*			604 957 4957	214	1010
	IV157477	11/06/19 SAFETY VEST-NELSON	84.78			604 957 4957	210	1010
	IV157477	11/06/19 SAFETY VEST-HENDERSON	84.78			604 957 4957	210	1010
		Total for Vendor:	4,503.13					
32927		6022 BCM CONSTRUCTION INC	764,905.52					
	11/05/19	REQ #2-E MAIN STORM IMPROV	764,905.52			605 1650	41605	1010
		Total for Vendor:	764,905.52					
32926		6071 BIGELOW VOIGT LAND DEVELOPMENT	80,000.00					
	11/01/19	REQ #1-ABATEMENT-PR WILLOWS 4	80,000.00			219 1235		1010
		Total for Vendor:	80,000.00					
32917		5098 CARDMEMBER SERVICE	1,636.74					
	10/19/19	SELJAN ROOM-MN FIRE CHIEFS CON	545.58			101 220 4220	333	1010
	10/19/19	ALEXANDER ROOM-MN FIRE CHIEFS	545.58			101 220 4220	333	1010
	10/19/19	FITCH ROOM-MN FIRE CHIEFS CONF	545.58			101 220 4220	333	1010
32918		5098 CARDMEMBER SERVICE	279.92					
	10/08/19	KASEL-BCA DMT-G RECERTIFY	75.00*			101 210 4210	333	1010
	10/09/19	OPEN HOUSE SUPPLIES	38.49			101 210 4210	430	1010
	10/13/19	SHELVING	106.27*			101 210 4210	210	1010
	10/20/19	SHOE POLISHER BUFFERS	32.22*			101 210 4210	210	1010
	10/24/19	STAMPS.COM	17.99			101 210 4210	325	1010
	10/28/19	PCH-INTELIUS SUBSCRIPTION	9.95*			101 210 4210	210	1010
		Total for Vendor:	1,916.66					

11/14/19
13:13:55

CITY OF KASSON
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For Pay Date: 11/14/19

Page: 2 of 5
Report ID: AP100V

For Pay Date = 11/14/19

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32928		6072 CARL BOLANDER & SONS LLC	246,395.33					
	10/31/19	REQ #1-16 ST NE IMPROV PRJ	246,395.33*			427 311 4311	430	1010
		Total for Vendor:	246,395.33					
32924		223 DEPUTY REGISTRAR #95 INC	70.00					
	CBC452 11/12/19	VEH REG-'02 CHEV AVALANCHE	70.00			101 210 4210	430	1010
32925		223 DEPUTY REGISTRAR #95 INC	70.00					
	BZC081 11/12/19	VEH REG-'04 CHEV	70.00			101 210 4210	430	1010
		Total for Vendor:	140.00					
32919		362 KWIK TRIP STORES	236.56					
	10/31/19	5.970 GAL UNLD-P D	13.65*			101 210 4210	212	1010
	10/31/19	17.752 GAL UNLD-F D	42.18			101 220 4220	212	1010
	10/31/19	16.125 GAL B2OULS-F D	47.87			101 220 4220	212	1010
	10/31/19	MDSE-F D	108.20			101 220 4220	210	1010
	10/31/19	8.122 GAL UNLD-WW	24.66			602 948 4948	212	1010
		Total for Vendor:	236.56					
32920		5628 MACQUEEN EMERGENCY GROUP	8,527.42					
	W01271 07/10/19	REPAIRS TO '00 PIERCE	8,527.42*			101 220 4220	400	1010
		Total for Vendor:	8,527.42					
32921		6070 MSCIC	250.00					
	11/01/19	STRADTMANN-LAW ENFORC CONF	125.00*			101 210 4210	333	1010
	11/01/19	HELGESON-LAW ENFORC CONF	125.00*			101 210 4210	333	1010
		Total for Vendor:	250.00					
32922		5881 NAPA AUTO PARTS	2,252.86					
	357790 10/01/19	GAUGE	21.99*			101 310 4310	220	1010
	357860 10/02/19	TACHOMETER	70.99			101 522 4522	220	1010
	357942 10/03/19	OIL/OIL FILTER/GAUGE	39.99*			101 210 4210	220	1010
	358288 10/07/19	OIL DRY	8.94			604 957 4957	220	1010
	358288 10/07/19	SALES TAX	0.61			604 957 4957	220	1010
	358288 10/07/19	SALES TAX	-0.61			604 2025		1010
	358288 10/07/19	D C TRANSIT TAX	0.04			604 957 4957	220	1010

11/14/19
13:13:55

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/14/19

Page: 3 of 5
Report ID: AP100V

For Pay Date = 11/14/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	358288	10/07/19 D C TRANSIT TAX	-0.04			604 2026		1010
	358314	10/07/19 HYDR HOSE FITTING/HYDR HOSE/	211.49			604 957 4957	220	1010
	358314	10/07/19 SALES TAX	14.53			604 957 4957	220	1010
	358314	10/07/19 SALES TAX	-14.53			604 2025		1010
	358314	10/07/19 D C TRANSIT TAX	1.05			604 957 4957	220	1010
	358314	10/07/19 D C TRANSIT TAX	-1.05			604 2026		1010
	358405	10/08/19 COMBO MAT SCREWDRIVER	64.00			101 310 4310	240	1010
	358516	10/09/19 CAMPER TOP SEAL	29.99			602 947 4947	220	1010
	358888	10/14/19 CAMPER TOP SEAL	89.97			602 947 4947	220	1010
	358929	10/14/19 REAR BRAKE DRUM/WHEEL BOLT	53.90			101 522 4522	220	1010
	358972	10/15/19 OIL FILTER/SYNTH OIL	118.80*			101 210 4210	220	1010
	359512	10/21/19 BEARING SET/SEAL/CUP	25.65			101 522 4522	220	1010
	359515	10/21/19 SPARK PLUG/OIL,FUEL, AIR FILTE	1,034.28*			101 312 4312	220	1010
	359531	10/21/19 CONTROL	10.69*			101 312 4312	220	1010
	359537	10/21/19 4DR T-10H TP ST BIT	7.39			602 947 4947	240	1010
	359633	10/22/19 FUEL FILTER	15.60*			101 310 4310	220	1010
	359667	10/22/19 TAPER ROLLER BRG SET/cr-CUP	1.83			101 522 4522	220	1010
	359728	10/23/19 CABLE	49.99*			101 312 4312	220	1010
	359549	10/21/19 SETS	191.99			101 522 4522	240	1010
	360438	10/31/19 BLISTER PACK CAPSULES	13.39			602 947 4947	210	1010
	360337	10/30/19 SETS	191.99			101 522 4522	220	1010
		Total for Vendor:	2,252.86					
32923		4919 PEOPLE'S ENERGY COOPERATIVE	69.88					
	2289800	11/06/19 ELEC SERV-CEMETERY 10/1-11/1	29.56*			610 984 4984	380	1010
	2289800	11/06/19 STR LT-LETH SUBDIV	40.32			101 316 4316	380	1010
		Total for Vendor:	69.88					
32929		4290 SWENKE IMS CONTRACTING LLC	122,796.66					
	11/07/19	REQ #1=2019 STREET IMPROV PR	122,796.66			101 311 4311	400	1010
		Total for Vendor:	122,796.66					
		# of Claims	14					Total: 1231,994.02

11/14/19
13:13:58

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 11/19

Page: 5 of 5
Report ID: AP100A

CITY OF KASSON
401 5TH STREET SE
KASSON. MN 55944-2204

The claim batch dated _____ are approved for payment.

See signature page

APPROVED _____ Council Member
_____ Council Member

11/21/19
14:42:13

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/21/19

Page: 1 of 5
Report ID: AP100V

#2

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
33003	E	34 CITY OF KASSON	26,389.15					
	10/30/19	CITY UTILITIES-C H	325.37			101 194 4194	380	1010
	10/30/19	CITY UTILITIES-P D	351.40			101 210 4210	380	1010
	10/30/19	CITY UTILITIES-STR LTS (LED)	358.64			101 316 4316	380	1010
	10/30/19	CITY UTILITIES-STR LTS	3.17			101 310 4310	380	1010
	10/30/19	CITY UTILITIES-F D	221.04			101 220 4220	380	1010
	10/30/19	CITY UTILITIES-MAIN STR LTS	718.55			101 316 4316	380	1010
	10/30/19	CITY UTILITIES-MANT AV STR LTS	198.28			101 316 4316	380	1010
	10/30/19	CITY UTILITIES-STREET LTS	3,873.50			101 316 4316	380	1010
	10/30/19	CITY UTILITIES-K.A.C.-HIGH FLO	79.69			101 514 4514	380	1010
	10/30/19	CITY UTILITIES-K.A.C.-LOW FLOW	50.39			101 514 4514	380	1010
	10/30/19	CITY UTILITIES-N2 BALL PARK LT	302.29*			101 517 4517	380	1010
	10/30/19	CITY UTILITIES-NO. PARK #3	74.55*			101 517 4517	380	1010
	10/30/19	CITY UTILITIES-NO. PARK MAINT	180.18			101 522 4522	380	1010
	10/30/19	CITY UTILITIES-E SHELTER-VETS	49.05			101 522 4522	380	1010
	10/30/19	CITY UTILITIES-NO. PARK CONCES	41.52*			101 517 4517	380	1010
	10/30/19	CITY UTILITIES-VETS PARK ATHL	22.77*			101 517 4517	380	1010
	10/30/19	CITY UTILITIES-NE YOUTH BALL F	22.66*			101 517 4517	380	1010
	10/30/19	CITY UTILITIES-W SHELTER-VETS	26.48			101 522 4522	380	1010
	10/30/19	CITY UTILITIES-NO. PARK #1	73.63			101 310 4310	380	1010
	10/30/19	CITY UTILITIES-WELL #4	1,202.87			601 941 4941	380	1010
	10/30/19	CITY UTILITIES-WELL #2	99.20			601 941 4941	380	1010
	10/30/19	CITY UTILITIES-WELL #3	54.31			601 941 4941	380	1010
	10/30/19	CITY UTILITIES-WELL #5	1,887.15			601 941 4941	380	1010
	10/30/19	CITY UTILITIES-8 AV WATER TOWE	41.63			601 941 4941	380	1010
	10/30/19	CITY UTILITIES-LITTLES LIFT ST	88.54			602 948 4948	380	1010
	10/30/19	CITY UTILITIES-L.S.	803.66			609 979 4979	380	1010
	10/30/19	CITY UTILITIES-NO. PARK #4	23.23			101 522 4522	380	1010
	10/30/19	CITY UTILITIES-WWTP-WA/SE	209.33			602 947 4947	380	1010
	10/30/19	CITY UTILITIES-WWTP-ELECTRIC	7,345.06			602 947 4947	381	1010
	10/30/19	CITY UTILITIES-WWTP-BASEMENT	77.63			602 947 4947	380	1010
	10/30/19	CITY UTILITIES-WWTP-GARAGE	17.75			602 947 4947	380	1010
	10/30/19	CITY UTILITIES-NO. PARK #2	26.81			101 522 4522	380	1010
	10/30/19	CITY UTILITIES-OLD WATER TOWER	53.20			101 526 4526	430	1010
	10/30/19	CITY UTILITIES-D C AMBULANCE S	124.80			101 417 4417	380	1010
	10/30/19	CITY UTILITIES-P.W.B. 1/2	514.60			101 310 4310	380	1010

11/21/19
14:42:13

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/21/19

Page: 2 of 5
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	10/30/19	CITY UTILITIES-P.W.B. 1/2	514.60			604 957 4957	380	1010
	10/30/19	SALES TAX-ELECTRIC	31.14			604 957 4957	380	1010
	10/30/19	SALES TAX-ELECTRIC	-31.14			604 2025		1010
	10/30/19	D C TRANSIT TAX-ELECTRIC	2.26			604 957 4957	380	1010
	10/30/19	D C TRANSIT TAX-ELECTRIC	-2.26			604 2026		1010
	10/30/19	SALES TAX-WA	0.94			604 957 4957	380	1010
	10/30/19	SALES TAX-WA	-0.94			604 2025		1010
	10/30/19	D C TRANSIT TAX-WA	0.06			604 957 4957	380	1010
	10/30/19	D C TRANSIT TAX-WA	-0.06			604 2026		1010
	10/30/19	CITY UTILITIES-SOLAR BILLBOARD	31.84			604 956 4956	381	1010
	10/30/19	CITY UTILITIES-D C ICE ARENA	4,651.65			606 516 4516	380	1010
	10/30/19	CITY UTILITIES-ELECTRONIC SIGN	30.07			101 111 4111	430	1010
	10/30/19	CITY UTILITIES-PARK & RIDE LOT	64.98			101 316 4316	380	1010
	10/30/19	CITY UTILITIES-16 ST-E OF BRID	112.62			101 316 4316	380	1010
	10/30/19	CITY UTILITIES-16 ST-CENTER	162.74			101 316 4316	380	1010
	10/30/19	CITY UTILITIES-16 ST-W OF BRID	78.04			101 316 4316	380	1010
	10/30/19	CITY UTILITIES-LIBRARY	948.90*			211 550 4550	380	1010
	10/30/19	CITY UTILITIES-102 15 ST NE-UP	71.10			101 1151		1010
	10/30/19	CITY UTILITIES-102 15 ST NE-BE	71.10			101 1151		1010
	10/30/19	CITY UTILITIES-LIONS PARK SHEL	37.48			101 522 4522	380	1010
	10/30/19	CITY UTILITIES-VACANT HOUSE (T	71.10			101 522 4522	380	1010
		Total for Vendor:	26,389.15					
33004		4255 HUBBELL HOUSE	77.22					
	11/12/19	CHAMBER LUNCHES-ADMIN CANDIDAT	77.22			101 111 4111	430	1010
		Total for Vendor:	77.22					
33005		3487 MCFOA-REGION VI	20.00					
	11/18/19	NAIG-REG MTG @ AUSTIN	20.00			101 140 4140	333	1010
		Total for Vendor:	20.00					
33010	E	108 MN DEPARTMENT OF REVENUE	17,765.00					
	11/19/19	OCT.-UTILITIES SALES TAX	313.00			601 2025		1010
	11/19/19	OCT.-UTILITIES SALES TAX	16,114.00			604 2025		1010
	11/19/19	OCT.-SALES TAX PAYABLE	9.00			211 2025		1010
	11/19/19	OCT.-SALES TAX PAYABLE	29.00			604 2025		1010
	11/19/19	OCT.-SALES TAX PAYABLE	20.00			877 2025		1010

11/21/19
14:42:13

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/21/19

Page: 3 of 5
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	11/19/19	OCT.-USE TAX PAYABLE	98.00			604 2025		1010
	11/19/19	OCT.-USE TAX PAYABLE	21.00			609 2025		1010
	11/19/19	OCT.-UTIL. D C TRANSIT TAX	22.00			601 2026		1010
	11/19/19	OCT.-UTIL. D C TRANSIT TAX	1,126.00			604 2026		1010
	11/19/19	OCT.-D C TRANSIT TAX PAYABLE	1.00			211 2026		1010
	11/19/19	OCT.-D C TRANSIT TAX PAYABLE	2.00			604 2026		1010
	11/19/19	OCT.-D C TRANSIT TAX PAYABLE	1.00			877 2026		1010
	11/19/19	OCT.-D C TRANSIT USE TAX	7.00			604 2026		1010
	11/19/19	OCT.-D C TRANSIT USE TAX	2.00			609 2026		1010
		Total for Vendor:	17,765.00					
33007		3452 MN DEPT OF PUBLIC SAFETY	70.00					
	CBC452	11/12/19 VEH REG-'02 CHEV (FORFEITED)	70.00			101 210 4210	430	1010
33008		3452 MN DEPT OF PUBLIC SAFETY	70.00					
	BZC081	11/12/19 VEH REG-'04 CHEV (FORFEITED)	70.00			101 210 4210	430	1010
		Total for Vendor:	140.00					
33009	E	973 MN DEPT OF REVENUE	11,178.00					
	11/13/19	OCT.-LIQUOR STORE SALES TAX	10,610.00			609 2025		1010
	11/13/19	OCT.-LIQUOR STORE D C TRANSIT	568.00			609 2026		1010
		Total for Vendor:	11,178.00					
33011		5818 WEX Bank	2,930.94					
	61917369	10/23/19 141.124 GAL UNLD-ELECTRIC	326.84			604 957 4957	212	1010
	61917369	10/23/19 98.353 GAL UNLD-PARKS	229.26			101 522 4522	212	1010
	61917369	10/23/19 721.591 GAL UNLD-P D	1,679.59*			101 210 4210	212	1010
	61917369	10/23/19 53.715 GAL UNLD-STREETS	123.87			101 310 4310	212	1010
	61917369	10/23/19 69.949 GAL UNLD-WATER	161.98*			601 943 4943	212	1010
	61917369	10/23/19 170.038 GAL UNLD-WW	399.40			602 948 4948	212	1010
	61917369	10/23/19 PAPER FEE	10.00			101 140 4140	430	1010
		Total for Vendor:	2,930.94					
		# of Claims	8	Total:				58,500.31
		Total Electronic Claims						55,332.15
		Total Non-Electronic Claims						3168.16

11/21/19
14:42:15

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 11/19

Page: 5 of 5
Report ID: AP100A

CITY OF KASSON
401 5TH STREET SE
KASSON, MN 55944-2204

The claim batch dated _____ are approved for payment.

APPROVED See signature page Council Member
_____ Council Member

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 1 of 17
Report ID: AP100V

#3

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32931		456U A & A ELECTRIC & UNDERGROUND	10,280.00					
	G-19-86	11/04/19 BORE-PRIM CBL-7 ST/5 AV NE	3,920.00			604 957 4957	444	1010
	G-19-87	11/11/19 BORE-3PH RELOCATE-1 ST NE	6,360.00			604 957 4957	444	1010
		Total for Vendor:	10,280.00					
32932		4496 ALL SEASONS POWER & SPORT	17.99					
	40195	11/08/19 WINTER BAR OIL	17.99			101 524 4524	210	1010
		Total for Vendor:	17.99					
32997		5819 ALLEGRA OF ROCHESTER	40.26					
	3319	11/07/19 BUS. CARDS-BERGHUIS	40.26*			101 210 4210	210	1010
		Total for Vendor:	40.26					
32933		6073 ALLINA HEALTH	95.00					
	316249686	10/02/19 PRE-EMPL PHYS-HENDERSON	95.00			604 959 4959	440	1010
		Total for Vendor:	95.00					
32986		5542 ANCOM COMMUNICATIONS INC	143.50					
	91756	11/08/19 MINITOR 5 & 6 BATTERIES	143.50			101 220 4220	210	1010
		Total for Vendor:	143.50					
33014		2373 ARROW BUILDING CENTER	339.52					
	4757760	10/02/19 LUMBER-P D	132.56*			101 210 4210	220	1010
	4764848	10/10/19 LUMBER/FOAM/ADHESIVE-WWTP	134.34			602 947 4947	220	1010
	4772890	10/21/19 LUMBER-WWTP	15.14			602 947 4947	220	1010
	4774421	10/23/19 SUPPLIES-CEMETERY STAKES	57.48*			610 984 4984	220	1010
		Total for Vendor:	339.52					
33017		7 B & B TRANSFORMER INC	10,541.09					
	25690	11/21/19 4 PAD MT TRANSFORMERS	5,416.43*			604 957 4957	270	1010
	25691	11/21/19 1 PAD MT TRANSFORMER	5,124.66*			604 957 4957	270	1010
		Total for Vendor:	10,541.09					

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 2 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32974		1012 BELLBOY CORPORATION	118.15					
	81427100	11/07/19 LIQUOR	48.44			609 975 4975	251	1010
	81427100	11/07/19 FREIGHT	3.76			609 975 4975	335	1010
	100411200	11/07/19 STUFFED OLIVES	43.15*			609 975 4975	259	1010
	100411200	11/07/19 BAGS	22.80			609 975 4975	210	1010
	100411200	11/07/19 SALES TAX	1.56			609 975 4975	210	1010
	100411200	11/07/19 SALES TAX	-1.56			609 2025		1010
	100411200	11/07/19 D C TRANSIT TAX	0.11			609 975 4975	210	1010
	100411200	11/07/19 D C TRANSIT TAX	-0.11			609 2026		1010
		Total for Vendor:	118.15					
32987		4708 BOUND TREE MEDICAL LLC	158.64					
	83402442	11/01/19 UNIFORM PIN	3.83			101 220 4220	210	1010
	83401334	10/31/19 UNIFORM PINS/MEDICAL SUPPLIE	154.81			101 220 4220	210	1010
		Total for Vendor:	158.64					
32975		5239 BREAKTHRU BEVERAGE MN WINE &	3,059.86					
	1081053673	11/06/19 WINE	232.00			609 975 4975	251	1010
	1081053673	11/06/19 LIQUOR	810.98			609 975 4975	251	1010
	1081053673	11/06/19 MIXES	50.00			609 975 4975	254	1010
	1081053673	11/06/19 FREIGHT	16.65			609 975 4975	335	1010
	1081057003	11/13/19 LIQUOR	1,097.13			609 975 4975	251	1010
	1081057003	11/13/19 WINE	762.00			609 975 4975	251	1010
	1081057003	11/13/19 MIXES	59.50			609 975 4975	254	1010
	1081057003	11/13/19 FREIGHT	31.60			609 975 4975	335	1010
		Total for Vendor:	3,059.86					
32934		4807 BURKE, STEVEN	149.99					
	11/07/19	SAFETY BOOT REIMBURSEMENT	149.99			101 920 4920	433	1010
		Total for Vendor:	149.99					
32935		2410 CENTRAL MN MUNICIPAL POWER AGE	150,898.51					
	6700	10/31/19 CMPA DUES-OCTOBER	1,500.00			604 959 4959	334	1010
	6700	10/31/19 FEES FOR SERVICES	1,354.16			604 959 4959	430	1010
	6700	10/31/19 PURCH'D POWER	135,288.94			604 956 4956	381	1010
	6700	10/31/19 PURCH'D POWER-TRANSMISSION	10,789.01			604 956 4956	381	1010

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 3 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	6700	10/31/19 CAPACITY PURCHASED-OCTOBER	658.10			604 956 4956	381	1010
	6700	10/31/19 CIP MONTHLY ASSMNT-OCTOBER	1,308.30			604 959 4959	429	1010
		Total for Vendor:	150,898.51					
32976		5667 CINTAS	113.11					
	4034412826	11/07/19 MATS-L.S.	113.11*			609 979 4979	410	1010
		Total for Vendor:	113.11					
32936		4238 CINTAS CORP	71.05					
	8404364010	11/01/19 RESTOCK 1ST AID KITS	14.21			101 920 4920	433	1010
	8404364010	11/01/19 RESTOCK 1ST AID KITS	14.21			601 943 4943	433	1010
	8404364010	11/01/19 RESTOCK 1ST AID KITS	14.21*			602 948 4948	433	1010
	8404364010	11/01/19 RESTOCK 1ST AID KITS	14.21			604 957 4957	433	1010
	8404364010	11/01/19 RESTOCK 1ST AID KITS	14.21			605 963 4963	433	1010
		Total for Vendor:	71.05					
32937		2602 CLEARWATER RECREATION LLC	5,470.00					
		FUNDING FROM JOINT VENTURES						
	92419	10/06/19 PICNIC TABLES-LIONS PARK	5,470.00*			101 522 4522	210	1010
		Total for Vendor:	5,470.00					
32938		3146 CLEMENTS	54.13					
	666084CVW	11/13/19 CABLE-'09 STREET TRUCK	54.13*			101 310 4310	220	1010
		Total for Vendor:	54.13					
32939		5627 CORE & MAIN LP	527.69					
	L471769	11/01/19 HYDR MRKR/MANHOLE CVR HOOK/	527.69			601 943 4943	220	1010
		Total for Vendor:	527.69					
32940		2381 CUSTOM COMMUNICATIONS INC	147.75					
	442465	11/12/19 FIRE ALARM MONITOR-DEC.	12.31			101 310 4310	444	1010
	442465	11/12/19 FIRE ALARM MONITOR-DEC.	12.31*			601 943 4943	444	1010
	442465	11/12/19 FIRE ALARM MONITOR-DEC.	12.31*			602 948 4948	444	1010
	442465	11/12/19 FIRE ALARM MONITOR-DEC.	12.31			604 957 4957	444	1010
	442465	11/12/19 FIRE ALARM MONITOR-JAN./FEB.	24.62			101 1550		1010
	442465	11/12/19 FIRE ALARM MONITOR-JAN./FEB.	24.63			601 1550		1010
	442465	11/12/19 FIRE ALARM MONITOR-JAN./FEB.	24.63			602 1550		1010

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 4 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	442465	11/12/19 FIRE ALARM MONITOR-JAN./FEB.	24.63			604 1550		1010
	442465	11/12/19 SALES TAX	2.54			604 957 4957 444		1010
	442465	11/12/19 SALES TAX	-2.54			604 2025		1010
	442465	11/12/19 D C TRANSIT TAX	0.18			604 957 4957 444		1010
	442465	11/12/19 D C TRANSIT TAX	-0.18			604 2026		1010
		Total for Vendor:	147.75					
32988		639 DODGE COUNTY PUBLIC HEALTH	61.55					
	11/05/19	HEP B #3-HALVERSON	61.55*			101 220 4220 444		1010
		Total for Vendor:	61.55					
32977		17 EDGAR TRUCKING	655.21					
	25174	10/02/19 FREIGHT	40.25			609 975 4975 335		1010
	25179	10/03/19 FREIGHT	65.95			609 975 4975 335		1010
	25195	10/09/19 FREIGHT	87.34			609 975 4975 335		1010
	25211	10/16/19 FREIGHT	171.12			609 975 4975 335		1010
	25231	10/23/19 FREIGHT	103.39			609 975 4975 335		1010
	25249	10/31/19 FREIGHT	187.16			609 975 4975 335		1010
		Total for Vendor:	655.21					
32941		4104 FARMERS TOP SOIL INC	132.12					
	7043	10/31/19 SCREENED TOP SOIL-STUMPS	132.12			101 524 4524 430		1010
		Total for Vendor:	132.12					
32942		6056 FERGUSON WATERWORKS #2518	281.25					
	0340888-2	10/29/19 NESS-SWEATSHIRT LOGOS	37.50			101 310 4310 214		1010
	0340888-2	10/29/19 BURKE-SWEATSHIRT LOGOS	56.25			101 310 4310 214		1010
	0340888-2	10/29/19 CARSTENSEN-SWEATSHIRT LOGOS	18.75			101 522 4522 214		1010
	0340888-2	10/29/19 BOLSTER-SWEATSHIRT LOGOS	18.75			101 522 4522 214		1010
	0340888-2	10/29/19 UNGER-SWEATSHIRT LOGOS	37.50			101 522 4522 214		1010
	0340888-2	10/29/19 BLEESS-SWEATSHIRT LOGOS	37.50*			602 948 4948 214		1010
	0340888-2	10/29/19 VOSEN-SWEATSHIRT LOGOS	37.50*			602 948 4948 214		1010
	0340888-2	10/29/19 BRADFORD-SWEATSHIRT LOGOS	37.50*			604 957 4957 214		1010
		Total for Vendor:	281.25					

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 5 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32989		2618 FIRE SAFETY USA INC	3,463.75					
	128197	10/29/19 LADDER 1-DRY VAC TEST	673.75*			101 220 4220	400	1010
	128516	11/08/19 36 FIREARMOR SR-X GLOVES	2,790.00*			101 220 4220	240	1010
		Total for Vendor:	3,463.75					
33015		5678 FURTHER	127.65					
	1423199	11/08/19 NOV.-PARTICIPANT FEES	127.65*			101 140 4140	440	1010
		Total for Vendor:	127.65					
32943		3257 GILLUND ENTERPRISES	213.16					
	865785	11/06/19 CARBURETOR CLNR	30.45*			101 310 4310	220	1010
	865785	11/06/19 CARBURETOR CLNR	30.45*			101 312 4312	220	1010
	865785	11/06/19 CARBURETOR CLNR	30.45			101 517 4517	220	1010
	865785	11/06/19 CARBURETOR CLNR	30.45			601 943 4943	220	1010
	865785	11/06/19 CARBURETOR CLNR	30.45*			602 948 4948	220	1010
	865785	11/06/19 CARBURETOR CLNR	30.45			604 957 4957	220	1010
	865785	11/06/19 CARBURETOR CLNR	30.46			605 963 4963	220	1010
	865785	11/06/19 SALES TAX	2.09			604 957 4957	220	1010
	865785	11/06/19 SALES TAX	-2.09			604 2025		1010
	865785	11/06/19 D C TRANSIT TAX	0.15			604 957 4957	220	1010
	865785	11/06/19 D C TRANSIT TAX	-0.15			604 2026		1010
		Total for Vendor:	213.16					
33012		28 GRAYBAR ELECTRIC	687.28					
	9313190839	11/12/19 FLOOD SEAL SPLICES	687.28			604 957 4957	220	1010
		Total for Vendor:	687.28					
32978		5036 HOHENSTEINS INC	183.25					
	174967	11/13/19 BEER	183.25			609 975 4975	252	1010
		Total for Vendor:	183.25					
32944		2462 HOISINGTON KOEGLER GROUP INC	2,835.00					
	018-060-11	11/10/19 ORDINANCE UPDATE	2,367.50			101 191 4191	440	1010
	019-041-3	11/10/19 CONSULTING-P&Z	467.50*			101 140 4140	440	1010
		Total for Vendor:	2,835.00					

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 6 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32945		2198 ITRON INC	1,203.23					
	537685	11/11/19 DEC.-MAINT & SUPPORT	80.22			601 944 4944	370	1010
	537685	11/11/19 DEC.-MAINT & SUPPORT	80.22			602 949 4949	370	1010
	537685	11/11/19 DEC.-MAINT & SUPPORT	160.42*			604 959 4959	370	1010
	537685	11/11/19 DEC.-MAINT & SUPPORT	80.22			605 963 4963	370	1010
	537685	11/11/19 JAN./FEB.-MAINT & SUPPORT	160.43			601 1550		1010
	537685	11/11/19 JAN./FEB.-MAINT & SUPPORT	160.43			602 1550		1010
	537685	11/11/19 JAN./FEB.-MAINT & SUPPORT	320.86			604 1550		1010
	537685	11/11/19 JAN./FEB.-MAINT & SUPPORT	160.43			605 1550		1010
	537685	11/11/19 SALES TAX	4.57*			604 959 4959	370	1010
	537685	11/11/19 SALES TAX	-4.57			604 2025		1010
	537685	11/11/19 D C TRANSIT TAX	0.33*			604 959 4959	370	1010
	537685	11/11/19 D C TRANSIT TAX	-0.33			604 2026		1010
		Total for Vendor:	1,203.23					
32946		3825 JOHN DEERE FINANCIAL f.s.b.	2,360.82					
	B&WIK87198	11/13/19 MOWER RENTAL	858.50*			101 310 4310	410	1010
	B&WIK87198	11/13/19 MOWER RENTAL	858.50*			605 963 4963	410	1010
	B&WIK86849	11/07/19 AIR & FUEL FILT/BATTERY	405.75*			101 312 4312	220	1010
	B&WIK87029	11/08/19 HYDR FILT/OXYG & ACETYL	238.07*			101 312 4312	220	1010
		Total for Vendor:	2,360.82					
32979		25 JOHNSON BROTHERS LIQUOR CO	7,964.96					
	1431356	11/12/19 LIQUOR	2,167.42			609 975 4975	251	1010
	1431357	11/12/19 WINE	1,972.75			609 975 4975	251	1010
	1431358	11/12/19 MIXES	108.00			609 975 4975	254	1010
	1424555	11/04/19 LIQUOR	207.72			609 975 4975	251	1010
	1424556	11/04/19 WINE	231.36			609 975 4975	251	1010
	1424575	11/04/19 LIQUOR	347.04			609 975 4975	251	1010
	1425926	11/05/19 LIQUOR	1,946.47			609 975 4975	251	1010
	1425927	11/05/19 WINE	984.20			609 975 4975	251	1010
		Total for Vendor:	7,964.96					

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 7 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32947		6074 KACZMAREK, LINDSEY	1,596.74					
	11/05/19	CPR EQUIPMENT	1,596.74*			101 220 4220	240	1010
		Total for Vendor:	1,596.74					
32998		3454 KASSON CAR CARE	29.25					
	20390 11/15/19	TIRE REPAIR/REPL BULB-DURANGO	29.25*			101 210 4210	400	1010
		Total for Vendor:	29.25					
32948		35 KASSON HARDWARE HANK	2,156.73					
	10/31/19	R&M SUPPLIES-ICE/SNOW	41.96*			101 312 4312	220	1010
	10/31/19	R&M SUPPLIES-STREETS	136.24*			101 310 4310	220	1010
	10/31/19	OPER SUPPLIES-P D	55.95*			101 210 4210	210	1010
	10/31/19	R&M SUPPLIES-PARKS	212.73			101 522 4522	220	1010
	10/31/19	SMALL TOOLS-PARKS	189.97			101 522 4522	240	1010
	10/31/19	R&M SUPPLIES-F D	121.96			101 220 4220	220	1010
	10/31/19	SMALL TOOLS-ELECTRIC	34.98*			604 957 4957	240	1010
	10/31/19	SALES TAX	2.40*			604 957 4957	240	1010
	10/31/19	SALES TAX	-2.40			604 2025		1010
	10/31/19	D C TRANSIT TAX	0.17*			604 957 4957	240	1010
	10/31/19	D C TRANSIT TAX	-0.17			604 2026		1010
	10/31/19	R&M SUPPLIES-POOL	135.61*			101 514 4514	220	1010
	10/31/19	SHIPPING-ELECTRIC	5.00			604 959 4959	325	1010
	10/31/19	R&M SUPPLIES-ELECTRIC	134.85			604 957 4957	220	1010
	10/31/19	SALES TAX	9.27			604 957 4957	220	1010
	10/31/19	SALES TAX	-9.27			604 2025		1010
	10/31/19	D C TRANSIT TAX	0.67			604 957 4957	220	1010
	10/31/19	D C TRANSIT TAX	-0.67			604 2026		1010
	10/31/19	CITY HALL SUMP PUMPS	581.89			101 140 4140	220	1010
	10/31/19	R&M SUPPLIES-WWTP OPERATIONS	198.56			602 947 4947	220	1010
	10/31/19	OPER SUPPLIES-WWTP OPERATIONS	104.33			602 947 4947	210	1010
	10/31/19	R&M SUPPLIES-STORM WATER	119.99			605 963 4963	220	1010
	10/31/19	SMALL TOOLS-ARENA	13.96			606 516 4516	240	1010
	10/31/19	R&M SUPPLIES-ARENA	15.75			606 516 4516	220	1010
	10/31/19	EQUIP RENTAL-SOD CUTTER-PARKS	53.00			101 522 4522	410	1010
		Total for Vendor:	2,156.73					

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 8 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32949		233 KASSON VARIETY STORE	16.25					
	11/07/19	TABLE COVERS-WINE TASTING	16.25*			877 100 4000	430	1010
		Total for Vendor:	16.25					
32999		F104 L & L STREET RODS & SPORT TRUCKS	2,078.07					
	2798 11/15/19	INSTALL SQUAD ACCESSORIES	2,078.07*			101 680 4210	550	1010
		Total for Vendor:	2,078.07					
32950		397 M-R SIGN CO INC	45.54					
	206663 11/11/19	STREET SIGNS	45.54*			101 310 4310	220	1010
		Total for Vendor:	45.54					
32990		385 MAXSON ELECTRIC INC	5,123.81					
	6486 11/02/19	CHG MOTOR/BATT BACKUP-WWTP	5,123.81*			602 947 4947	400	1010
		Total for Vendor:	5,123.81					
32951		3027 MCKERN, CANDY	342.71					
	11/08/19	SNACKS-WINE TASTING	342.71*			877 100 4000	430	1010
		Total for Vendor:	342.71					
32952		2478 MENARDS-ROCHESTER SOUTH	282.36					
	07194 11/08/19	RAD HEATER/RAKE/GLOVES	102.89			101 522 4522	220	1010
	07194 11/08/19	50' CORD/50 DRIVEWAY MARKERS	179.47*			101 312 4312	220	1010
		Total for Vendor:	282.36					
32953		89 METRO SALES INC	302.32					
	INV1469391 11/11/19	QTRLY MAINT-B&W 11/13-12/3	10.16*			101 140 4140	210	1010
	INV1469391 11/11/19	QTRLY MAINT-B&W 11/13-12/3	10.14			101 310 4310	210	1010
	INV1469391 11/11/19	QTRLY MAINT-B&W 11/13-12/3	10.14			101 191 4191	210	1010
	INV1469391 11/11/19	QTRLY MAINT-B&W 11/13-12/3	10.14			101 517 4517	210	1010
	INV1469391 11/11/19	QTRLY MAINT-B&W 11/13-12/3	10.14*			290 650 4650	210	1010
	INV1469391 11/11/19	QTRLY MAINT-B&W 11/13-12/3	10.14			601 944 4944	210	1010
	INV1469391 11/11/19	QTRLY MAINT-B&W 11/13-12/3	10.14			602 949 4949	210	1010
	INV1469391 11/11/19	QTRLY MAINT-B&W 11/13-12/3	10.14			604 959 4959	210	1010
	INV1469391 11/11/19	QTRLY MAINT-B&W 11/13-12/3	10.14			605 963 4963	210	1010
	INV1469391 11/11/19	QTRLY MAINT-B&W 11/13-12/3	10.14			609 976 4976	430	1010

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 9 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	INV1469391	11/11/19 QTRLY MAINT-B&W 1/1-2/12	9.87			101 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-B&W 1/1-2/12	9.87			101 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-B&W 1/1-2/12	9.87			101 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-B&W 1/1-2/12	9.87			101 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-B&W 1/1-2/12	9.87			290 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-B&W 1/1-2/12	9.88			601 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-B&W 1/1-2/12	9.88			602 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-B&W 1/1-2/12	9.88			604 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-B&W 1/1-2/12	9.87			605 1550		1010
	INV1469391	11/11/19 SALES TAX	1.37			604 959 4959	210	1010
	INV1469391	11/11/19 SALES TAX	-1.37			604	2025	1010
	INV1469391	11/11/19 D C TRANSIT TAX	0.10			604 959 4959	210	1010
	INV1469391	11/11/19 D C TRANSIT TAX	-0.10			604	2026	1010
	INV1469391	11/11/19 SALES TAX	0.69			609 976 4976	430	1010
	INV1469391	11/11/19 SALES TAX	-0.69			604	2025	1010
	INV1469391	11/11/19 D C TRANSIT TAX	0.05			609 976 4976	430	1010
	INV1469391	11/11/19 D C TRANSIT TAX	-0.05			609	2026	1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 11/13-12/3	5.99*			101 140 4140	210	1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 11/13-12/3	5.97			101 310 4310	210	1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 11/13-12/3	5.97			101 191 4191	210	1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 11/13-12/3	5.97			101 517 4517	210	1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 11/13-12/3	5.97*			290 650 4650	210	1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 11/13-12/3	5.97			601 944 4944	210	1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 11/13-12/3	5.97			602 949 4949	210	1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 11/13-12/3	5.97			604 959 4959	210	1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 11/13-12/3	5.97			605 963 4963	210	1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 11/13-12/3	5.97			609 976 4976	430	1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 1/1-2/12	5.84			101 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 1/1-2/12	5.81			101 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 1/1-2/12	5.81			101 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 1/1-2/12	5.81			101 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 1/1-2/12	5.81			290 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 1/1-2/12	5.81			601 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 1/1-2/12	5.81			602 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 1/1-2/12	5.81			604 1550		1010
	INV1469391	11/11/19 QTRLY MAINT-CLR 1/1-2/12	5.81			605 1550		1010
	INV1469391	11/11/19 SALES TAX	0.80			604 959 4959	210	1010

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 10 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	INV1469391	11/11/19 SALES TAX	-0.80			604 2025		1010
	INV1469391	11/11/19 D C TRANSIT TAX	0.05			604 959 4959	210	1010
	INV1469391	11/11/19 D C TRANSIT TAX	-0.05			604 2026		1010
	INV1469391	11/11/19 SALES TAX	0.41*			609 976 4976	210	1010
	INV1469391	11/11/19 SALES TAX	-0.41			604 2025		1010
	INV1469391	11/11/19 D C TRANSIT TAX	0.02*			609 976 4976	210	1010
	INV1469391	11/11/19 D C TRANSIT TAX	-0.02			609 2026		1010
		Total for Vendor:	302.32					
32991		6075 MINNESOTA PUMP WORKS	2,135.69					
	9159	11/08/19 BERKELEY BOOSTER PUMP	2,135.69			601 943 4943	220	1010
		Total for Vendor:	2,135.69					
32954		299 MISSISSIPPI WELDERS SUPPLY CO	199.86					
	3090677	11/08/19 SPOOL-STEEL WIRE/CLEAR LENS	28.55*			101 310 4310	220	1010
	3090677	11/08/19 SPOOL-STEEL WIRE/CLEAR LENS	28.55*			101 312 4312	220	1010
	3090677	11/08/19 SPOOL-STEEL WIRE/CLEAR LENS	28.55			101 517 4517	220	1010
	3090677	11/08/19 SPOOL-STEEL WIRE/CLEAR LENS	28.55			601 943 4943	220	1010
	3090677	11/08/19 SPOOL-STEEL WIRE/CLEAR LENS	28.55*			602 948 4948	220	1010
	3090677	11/08/19 SPOOL-STEEL WIRE/CLEAR LENS	28.55			604 957 4957	220	1010
	3090677	11/08/19 SPOOL-STEEL WIRE/CLEAR LENS	28.56			605 963 4963	220	1010
	3090677	11/08/19 SALES TAX	1.96			604 957 4957	220	1010
	3090677	11/08/19 SALES TAX	-1.96			604 2025		1010
	3090677	11/08/19 D C TRANSIT TAX	0.14			604 957 4957	220	1010
	3090677	11/08/19 D C TRANSIT TAX	-0.14			604 2026		1010
		Total for Vendor:	199.86					
33000		2158 MN CHIEFS OF POLICE ASSN	278.00					
	10069	11/16/19 BERGHUIS-'20 MEMBERSHIP DUES	278.00			101 1550		1010
		Total for Vendor:	278.00					
32955		3656 MUELLER EQUIPMENT SERVICE INC	395.00					
	1269	10/03/19 REPAIRS TO ZAMBONI	395.00*			606 516 4516	400	1010
		Total for Vendor:	395.00					

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 11 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32956		4547 NELSON, JARROD	168.13					
	11/18/19	MEALS-MMUA SUPERVIS TRAINING	46.33*			604 959 4959	333	1010
	11/18/19	MILES-MMUA SUPERVIS TRAINING	121.80*			604 959 4959	333	1010
		Total for Vendor:	168.13					
32980		60 NORTHERN BEVERAGE DIST. CO. LL	5,378.45					
	572510 11/07/19	BEER	2,685.80			609 975 4975	252	1010
	572510 11/07/19	FREIGHT	2.00			609 975 4975	335	1010
	575205 11/14/19	BEER	2,688.65			609 975 4975	252	1010
	575205 11/14/19	FREIGHT	2.00			609 975 4975	335	1010
		Total for Vendor:	5,378.45					
32957		502 ON-SITE COMPUTERS INC	54.06					
	CW65411 10/31/19	C.H.-OUTLOOK-ZAWORSKI	54.06*			101 192 4192	400	1010
		Total for Vendor:	54.06					
32958		5366 PARSONS	288.78					
	64781 10/29/19	VIDEO PROBLEMS @ KPD	288.78*			101 210 4210	440	1010
		Total for Vendor:	288.78					
32981		23 PHILLIPS WINE & SPIRITS	4,716.70					
	2650413 11/05/19	LIQUOR	641.58			609 975 4975	251	1010
	2650414 11/05/19	WINE	246.00			609 975 4975	251	1010
	2650415 11/05/19	NA BEVERAGE	87.00			609 975 4975	254	1010
	2654260 11/12/19	LIQUOR	2,961.67			609 975 4975	251	1010
	2654261 11/12/19	WINE	738.45			609 975 4975	251	1010
	2654262 11/12/19	MIXES	42.00			609 975 4975	254	1010
		Total for Vendor:	4,716.70					
32982		2509 PLETTA, CATHY	110.59					
	11/14/19	MILES-MMBA REGIONAL MTG	47.56*			609 976 4976	333	1010
	11/14/19	FOOD FOR VENDORS @ WINE TASTIN	63.03			609 976 4976	430	1010
		Total for Vendor:	110.59					

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 12 of 17
Report ID: AP100V

For Pay Date = 11/27/19
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32959		3936 POMP'S TIRE SERVICE INC	56.00					
	230087829	11/07/19 TRUCK TIRE SWITCH	56.00			604 957 4957	400	1010
	230087829	11/07/19 SALES TAX	3.85			604 957 4957	400	1010
	230087829	11/07/19 SALES TAX	-3.85			604 2025		1010
	230087829	11/07/19 D C TRANSIT TAX	0.28			604 957 4957	400	1010
	230087829	11/07/19 D C TRANSIT TAX	-0.28			604 2026		1010
		Total for Vendor:	56.00					
32960		2584 POSTMASTER	64.00					
	11/01/19	BOX 252-RENEWAL FEE	64.00*			877 100 4000	430	1010
		Total for Vendor:	64.00					
32961		95 ROCHESTER SAND & GRAVEL	160.43					
	4900022472	10/31/19 HOT MIX #11	160.43			602 947 4947	220	1010
		Total for Vendor:	160.43					
32962		488 RONCO ENGINEERING SALES CO INC	105.00					
	3189177	11/08/19 G70 BINDER 10/DRUM	105.00*			101 312 4312	220	1010
		Total for Vendor:	105.00					
32963		6043 SANCO EQUIPMENT LLC	974.14					
	76135	11/13/19 CUT EDGE BOLT/AIR, OIL, FUEL F	695.90*			101 312 4312	220	1010
	76463	11/18/19 SKID SHOE/NUT/BOLT	229.80*			101 312 4312	220	1010
	76491	11/19/19 FILTER, HYD CARTRIDGE	48.44*			101 310 4310	220	1010
		Total for Vendor:	974.14					
32983		63 SCHOTT DIST CO INC	5,903.20					
	372711	11/07/19 BEER	5,535.12			609 975 4975	252	1010
	372711	11/07/19 NA BEVERAGE	208.00			609 975 4975	254	1010
	372711	11/07/19 WINE	160.08			609 975 4975	251	1010
		Total for Vendor:	5,903.20					
32992		4663 SE MINNESOTA EMS	560.00					
	12430	11/12/19 EMR SKILLS EXAM (7)	560.00			101 220 4220	330	1010
		Total for Vendor:	560.00					

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 13 of 17
Report ID: AP100V

For Pay Date = 11/27/19
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32984		3850 SOUTHERN GLAZER'S OF MN	2,286.21					
	1886684	11/06/19 LIQUOR	260.95			609 975 4975	251	1010
	1886684	11/06/19 WINE	92.00			609 975 4975	251	1010
	1886684	11/06/19 FREIGHT	6.20			609 975 4975	335	1010
	1889486	11/13/19 LIQUOR	1,430.00			609 975 4975	251	1010
	1889486	11/13/19 WINE	472.06			609 975 4975	251	1010
	1889486	11/13/19 FREIGHT	25.00			609 975 4975	335	1010
		Total for Vendor:	2,286.21					
33001		6076 STRADTMANN, MATT	383.97					
	11/18/19	STRADTMANN-UNIFORM PANT/FLAG P	183.97			101 210 4210	214	1010
	11/18/19	SAFARILAND-ARMOR CARRIER	200.00			101 210 4210	214	1010
		Total for Vendor:	383.97					
32995		3116 STRAIN'S BODY SHOP	12,047.45					
		Will be reimb'd by LMCIT						
	13031	10/04/19 REPR HAIL DAMAGE-'19 DURANGO	6,201.55			101 1151		1010
	13044	09/04/19 REPR HAIL DAMAGE-'17 FORD	5,845.90			101 1151		1010
		Total for Vendor:	12,047.45					
32964		3236 STUART C IRBY CO	3,375.07					
	S011627092	10/30/19 MITTENS, GLOVES & PROTECTO	2,659.47			604 957 4957	210	1010
	S011627092	11/01/19 SLEEVE & SLEEVE TEST	597.99			604 957 4957	210	1010
	S011618664	11/01/19 GLOVE & SLEEVE TEST	117.61			604 957 4957	444	1010
		Total for Vendor:	3,375.07					
32965		4290 SWENKE IMS CONTRACTING LLC	12,309.00					
	1203	10/29/19 FLOOD DAMAGE RPR-2 ST SW	12,309.00*			101 417 4417	430	1010
		Total for Vendor:	12,309.00					
32966		5834 THOMSON REUTERS - WEST	120.00					
	841265144	11/01/19 INVESTIGATIVE SUITE	120.00*			101 210 4210	440	1010
		Total for Vendor:	120.00					

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 14 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32967		2326 TRAPP, DANIEL	179.98					
	11/03/19	TRAPP-CARHARTT JACKET	99.99			601 943 4943	214	1010
	11/19/19	TRAPP-CARHARTT SWEATSHIRT	79.99			601 943 4943	214	1010
		Total for Vendor:	179.98					
32968		3952 TRUGREEN	490.00					
	113292291	10/30/19 ICE MELT	54.45*			101 140 4140	210	1010
	113292291	10/30/19 ICE MELT	54.44*			101 210 4210	210	1010
	113292291	10/30/19 ICE MELT	54.44			101 220 4220	210	1010
	113292291	10/30/19 ICE MELT	54.44*			101 522 4522	210	1010
	113292291	10/30/19 ICE MELT	54.45			211 550 4550	210	1010
	113292291	10/30/19 ICE MELT	54.44			602 948 4948	210	1010
	113292291	10/30/19 ICE MELT	54.45			606 516 4516	210	1010
	113292291	10/30/19 ICE MELT	54.44			101 310 4310	210	1010
	113292291	10/30/19 ICE MELT	54.45*			609 978 4978	210	1010
	113292291	10/30/19 SALES TAX	3.74*			609 978 4978	210	1010
	113292291	10/30/19 SALES TAX	-3.74			609	2025	1010
	113292291	10/30/19 D C TRANSIT TAX	0.27*			609 978 4978	210	1010
	113292291	10/30/19 D C TRANSIT TAX	-0.27			609	2026	1010
		Total for Vendor:	490.00					
32969		630 UNIVERSAL TRUCK EQUIPMENT INC	1,692.25					
	50770	11/06/19 SPRNG LOAD PUSH BEAM/CLEVIS	1,692.25*			101 312 4312	220	1010
		Total for Vendor:	1,692.25					
32970		5497 VOSEN, DAVID	169.99					
	11/09/19	VOSEN-SAFETY BOOT REIMBURSE	169.99*			602 948 4948	433	1010
		Total for Vendor:	169.99					
32971		388 WESCO RECEIVABLES CORP	1,651.64					
	860218	10/17/19 LOCKS/KEYS	129.62			604 957 4957	220	1010
	898969	11/11/19 NORDIC CBF/VINYL TAPE/VINYL CO	1,522.02			604 957 4957	220	1010
		Total for Vendor:	1,651.64					

11/22/19
09:08:59

CITY OF KASSON
Claim Approval List
For the Accounting Period: 11/19
For Pay Date: 11/27/19

Page: 15 of 17
Report ID: AP100V

For Pay Date = 11/27/19

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
32972		5182 WHKS & CO.	55,696.70					
	40187	11/12/19 GIS BASEMAP UPDATES	100.00*			101 196 4196	303	1010
	40187	11/12/19 MNDOT STATE AID MTGS	1,320.00			101 311 4311	303	1010
	40187	11/12/19 REED BED BIOSOLIDS ASSISTANCE	270.00*			602 947 4947	303	1010
	40187	11/12/19 2019 STREET & SIDEWALK MAINTEN	2,860.00			101 311 4311	303	1010
	40197	11/13/19 2017 STORM WATER PRJ-MAIN STR	2,030.00			605 1650		1010
	40199	11/13/19 PRAIRIE WILLOW 4 REVIEW & CONS	220.00			101 1151		1010
	40191	11/12/19 16 STR/HWY 57 INTERSECTION	3,307.20			101 311 4311	303	1010
	40189	11/12/19 HWY 57 IMPROVEMENTS	12,200.00*			424 196 4196	303	1010
	40187	11/12/19 16TH STR NW EXTENSION	4,170.00*			426 196 4196	303	1010
	40190	11/12/19 16TH STR NE IMPROVEMENTS	20,280.00*			412 196 4196	303	1010
	40187	11/12/19 SUBDIVISION ORDINANCE REVISION	220.00*			101 196 4196	303	1010
	40199	11/12/19 STONE RIDGE 2ND-ENG REVIEW & O	5,702.50			101 1151		1010
	40187	11/12/19 85 VET MEM HWY BLDG DEMO	42.50*			101 196 4196	303	1010
	40199	11/13/19 SO. FORK 3RD-ENG REVIEW & OBSE	1,367.50			101 1151		1010
	40187	11/12/19 102 15 ST NE-BLDG DEMO	1,167.00*			101 417 4417	430	1010
	40187	11/12/19 LITTLES SUBDIV RESTORATION	110.00*			101 417 4417	430	1010
	40199	11/13/19 GEN'L ENG-MISC PRIVATE FUTURE	330.00*			101 196 4196	303	1010
		Total for Vendor:	55,696.70					
32973		50 XCEL ENERGY	12.54					
	660343181	11/04/19 UTIL SERV-STR LT 10/3-11/2	16.48			101 316 4316	380	1010
	661871108	11/14/19 2019 ELEC FED TAX CR	-3.94			101 316 4316	380	1010
		Total for Vendor:	12.54					
32993		2427 XCEL ENERGY	266.10					
	661871108	11/14/19 UTIL SERV-NW LIPT ST 10/14-	303.66			602 948 4948	380	1010
	661871108	11/14/19 2019 ELEC FED TAX CR	-37.56			602 948 4948	380	1010
		Total for Vendor:	266.10					
		# of Claims	72	Total:				326,598.18

CITY OF KASSON
Fund Summary for Claims
For the Accounting Period: 11/19

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$66,218.95
211 Library Fund	
1010 CASH-OPERATING	\$54.45
290 Economic Development	
1010 CASH-OPERATING	\$31.79
412 16th Street NE	
1010 CASH-OPERATING	\$20,280.00
424 Hwy 57	
1010 CASH-OPERATING	\$12,200.00
426 16th St NW	
1010 CASH-OPERATING	\$4,170.00
601 Water Fund	
1010 CASH-OPERATING	\$3,225.96
602 Sewer Fund	
1010 CASH-OPERATING	\$6,954.74
604 Electric Fund	
1010 CASH-OPERATING	\$178,587.18
605 Storm Water	
1010 CASH-OPERATING	\$3,354.16
606 ICE ARENA	
1010 CASH-OPERATING	\$479.16
609 Liquor Fund	
1010 CASH-OPERATING	\$30,561.35
610 Maple Grove Cemetery	
1010 CASH-OPERATING	\$57.48
877 Festival in Park Fund	
1010 CASH-OPERATING	\$422.96
Total:	\$326,598.18

11/22/19
09:09:02

CITY OF KASSON
Claim Approval Signature Page
For the Accounting Period: 11/19

Page: 17 of 17
Report ID: AP100A

CITY OF KASSON
401 5TH STREET SE
KASSON, MN 55944-2204

The claim batch dated see signature are approved for payment.

APPROVED see signature Council Member

_____ Council Member

**CITY OF KASSON
RESOLUTION #11.X-19**

**RESOLUTION DESIGNATING THE POLLING PLACE FOR 2020
ELECTIONS**

WHEREAS a Presidential Primary has been set for March 3, 2020, and,

WHEREAS a State Primary Election will be held on August 11, 2020, and,

WHEREAS a National General Election will be held on November 3, 2020

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
KASSON, MINNESOTA:**

All of the 2020 elections will be held in the **South Gym** of the Kasson-Mantorville High School.

ADOPTED this 27th day of November, 2019.

ATTEST:

Chris McKern, Mayor

Linda Rappe, City Clerk

The motion for the adoption of the foregoing resolution was made by Council Member _____ and duly seconded by Council Member _____. Upon a vote being taken, the following members voted in favor thereof: _____. Those against same: ____.

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



November 19, 2019

Honorable Mayor and City Council
City of Kasson
401 5th Street SE
Kasson, MN 55944-2204

RE: Kasson, MN
2017 Street Assessment Project
Pay Request No. 17

Dear Mayor and City Council:

Enclosed is Pay Request No. 17 for work on the above referenced project.

We recommend payment in the amount of \$197,506.73 to:

S.L. Contracting, Inc.
2510 Schuster LN. NW
Rochester, MN 55901

The project retainage has been reduced to 2% based on the amount of work remaining on the punch list.

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in blue ink, appearing to read "Brandon W. Theobald", is written over a light blue horizontal line.

Brandon W. Theobald, P.E.

BT/tb

Enclosure

cc: Nancy Zaworski, Interim City Administrator
Trevor Lampland, S.L. Contracting
Scott Lampland, S.L. Contracting

2905 South Broadway
 Rochester, MN 55904
 Phone: 507.288.3923



PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 2017 Street Assessment Project (3rd, 4th, & 5th Ave NW)
 Project No.: 8320
 Location: Kasson, Minnesota
 Contractor: S.L. Contracting, Inc.

Bid Price: \$ 6,351,124.40
 CO #1 Price: \$ 10,272.00
 CO # 2 Price: \$ 7,500.00
 Revised Price: \$ 6,368,896.40
 Date: Nov. 19, 2019
 Estimate #: 17
 % Complete: 99%

Line No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimate	Quantity Completed This Estimate	Quantity Completed to Date	Total to Date
Schedule A								
1.	MOBILIZATION	1	LUMP SUM	\$ 300,000.00	1.0	0.0	1.0	\$ 300,000.00
2.	CLEARING & GRUBBING (TREE)	214	EACH	\$ 525.00	213.0	0.0	213.0	\$ 111,825.00
3.	GRUBBING (STUMP)	7	EACH	\$ 100.00	16.0	0.0	16.0	\$ 1,600.00
4.	REMOVE WATER MAIN	8,856	LIN FT	\$ 6.00	8,783.5	0.0	8,783.5	\$ 52,701.00
5.	REMOVE CURB AND GUTTER	19,375	LIN FT	\$ 3.60	20,065.5	0.0	20,065.5	\$ 72,235.80
6.	REMOVE SEWER PIPE (STORM)	1,740	LIN FT	\$ 9.00	1,706.0	0.0	1,706.0	\$ 15,354.00
7.	REMOVE CONCRETE WALK	2,470	SQ YD	\$ 4.00	2,884.1	0.0	2,884.1	\$ 11,536.40
8.	REMOVE CONCRETE DRIVEWAY PAVEMENT	2,800	SQ YD	\$ 6.00	3,008.0	0.0	3,008.0	\$ 18,048.00
9.	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	787	SQ YD	\$ 6.00	983.5	0.0	983.5	\$ 5,901.00
10.	REMOVE BITUMINOUS ROADWAY PAVEMENT	40,851	SQ YD	\$ 4.00	41,675.0	0.0	41,675.0	\$ 166,700.00
11.	RELOCATE MAILBOX	81	EACH	\$ 25.00	87.0	0.0	87.0	\$ 2,175.00
12.	MILL PAVEMENT	3,959	SQ YD	\$ 3.00	1,660.0	0.0	1,660.0	\$ 4,980.00
13.	REMOVE MANHOLE OR CATCH BASIN	48	EACH	\$ 400.00	55.0	0.0	55.0	\$ 22,000.00
14.	REMOVE GATE VALVE AND BOX	28	EACH	\$ 200.00	40.0	0.0	40.0	\$ 8,000.00
15.	REMOVE HYDRANT	20	EACH	\$ 320.00	20.0	0.0	20.0	\$ 6,400.00
16.	SALVAGE HYDRANT	1	EACH	\$ 750.00	1.0	0.0	1.0	\$ 750.00
17.	TOPSOIL BORROW (LV)	2,000	CU YD	\$ 20.00	2,689.0	0.0	2,689.0	\$ 53,780.00
18.	GEOTEXTILE FABRIC, TYPE V	52,300	SQ YD	\$ 1.60	51,888.0	0.0	51,888.0	\$ 83,020.80
19.	EXCAVATION - COMMON (P)	32,000	CU YD	\$ 8.00	32,224.0	0.0	32,224.0	\$ 257,792.00
20.	EXCAVATION - CONTAMINATED MATERIALS	1,000	CU YD	\$ 10.00	0.0	0.0	0.0	\$ -
21.	AGGREGATE BASE (CV) CLASS 5	12,000	CU YD	\$ 26.00	11,376.5	0.0	11,376.5	\$ 295,789.00
22.	AGGREGATE SUBBASE BREAKER RUN (CV)	8,800	CU YD	\$ 23.00	2,100.5	0.0	2,100.5	\$ 48,311.50
23.	TYPE SP 12.5 NON-WEARING COURSE MIX	6,000	TON	\$ 70.00	5,987.13	0.00	5,987.13	\$ 419,099.10
24.	TYPE SP 12.5 WEARING COURSE MIX	6,000	TON	\$ 70.00	4,943.3	0.0	4,943.3	\$ 346,027.50
25.	SELECT GRANULAR BORROW (CV)	17,500	CU YD	\$ 15.00	16,586.5	0.0	16,586.5	\$ 248,797.50
26.	SUBGRADE PREPARATION	107	STA.	\$ 350.00	107.0	0.0	107.0	\$ 37,450.00
27.	8" PVC PIPE SEWER, SDR 26	8,830	LIN FT	\$ 37.00	8,712.0	0.0	8,712.0	\$ 322,344.00
28.	12" PVC PIPE SEWER, SDR 26	2	LIN FT	\$ 200.00	0.0	0.0	0.0	\$ -
29.	TELEVISION SANITARY SEWER	8,830	LIN FT	\$ 1.30	3,605.0	5,107.0	8,712.0	\$ 11,325.60
30.	12" PIPE SEWER	1,108	LIN FT	\$ 29.00	1,095.0	0.0	1,095.0	\$ 31,755.00
31.	15" PIPE SEWER	2,013	LIN FT	\$ 31.00	2,039.0	0.0	2,039.0	\$ 63,209.00
32.	18" PIPE SEWER	612	LIN FT	\$ 37.00	613.0	0.0	613.0	\$ 22,681.00
33.	24" PIPE SEWER	1,798	LIN FT	\$ 44.00	1,796.0	0.0	1,796.0	\$ 79,024.00
34.	36" PIPE SEWER	1,435	LIN FT	\$ 70.00	1,435.0	0.0	1,435.0	\$ 100,450.00
35.	15" RC PIPE SEWER	5	LIN FT	\$ 40.00	0.0	0.0	0.0	\$ -
36.	18" RC PIPE SEWER	40	LIN FT	\$ 44.00	35.0	0.0	35.0	\$ 1,540.00
37.	24" RC PIPE SEWER	48	LIN FT	\$ 48.00	48.0	0.0	48.0	\$ 2,304.00
38.	27" RC PIPE SEWER	29	LIN FT	\$ 62.00	20.0	0.0	20.0	\$ 1,240.00
39.	36" RC PIPE SEWER	142	LIN FT	\$ 85.00	142.0	0.0	142.0	\$ 12,070.00
40.	60" SPAN RC-ARCH SEWER	331	LIN FT	\$ 230.00	331.0	0.0	331.0	\$ 76,130.00
41.	4" PVC SUBDRAIN	1,771	LIN FT	\$ 12.00	1,424.0	0.0	1,424.0	\$ 17,088.00
42.	6" PVC SUBDRAIN	60	LIN FT	\$ 15.00	62.0	0.0	62.0	\$ 930.00
43.	4" PVC SUBDRAIN CLEAN-OUT	134	EACH	\$ 180.00	137.0	0.0	137.0	\$ 24,660.00
44.	6" PVC SUBDRAIN CLEAN-OUT	49	EACH	\$ 200.00	53.0	0.0	53.0	\$ 10,600.00
45.	6" PERFORATED PVC SUBDRAIN	13,450	LIN FT	\$ 16.00	13,127.0	0.0	13,127.0	\$ 210,032.00
46.	8" PERFORATED PVC SUBDRAIN	100	LIN FT	\$ 20.00	0.0	0.0	0.0	\$ -
47.	8"X6" PVC WYE (SANITARY)	37	EACH	\$ 195.00	44.0	0.0	44.0	\$ 8,580.00
48.	8"X4" PVC WYE (SANITARY)	100	EACH	\$ 160.00	101.0	0.0	101.0	\$ 16,160.00
49.	8"X4" PVC WYE (SUBDRAIN)	5	EACH	\$ 100.00	0.0	0.0	0.0	\$ -
50.	6"X4" PVC WYE (SUBDRAIN)	134	EACH	\$ 80.00	138.0	0.0	138.0	\$ 11,040.00
51.	6" PVC SANITARY SERVICE PIPE	1,400	LIN FT	\$ 22.00	1,419.5	0.0	1,419.5	\$ 31,229.00
52.	4" PVC SANITARY SERVICE PIPE	3,300	LIN FT	\$ 20.00	3,045.5	0.0	3,045.5	\$ 60,910.00
53.	CONNECT TO EXISTING WATER MAIN	9	EACH	\$ 900.00	9.0	0.0	9.0	\$ 8,100.00
54.	CONNECT TO EXISTING STORM SEWER	10	EACH	\$ 750.00	13.0	0.0	13.0	\$ 9,750.00
55.	CONNECT TO EXISTING SANITARY SEWER	4	EACH	\$ 1,500.00	9.0	0.0	9.0	\$ 13,500.00
56.	CONNECT TO EXISTING SUBDRAIN	40	EACH	\$ 90.00	25.0	0.0	25.0	\$ 2,250.00

Line No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimate	Quantity Completed This Estimate	Quantity Completed to Date	Total to Date
57.	HYDRANT	23	EACH	\$ 3,950.00	23.0	0.0	23.0	\$ 90,850.00
58.	SALVAGE HYDRANT	1	EACH	\$ 900.00	2.0	0.0	2.0	\$ 1,800.00
59.	1" CORPORATION STOP	138	EACH	\$ 188.00	140.0	0.0	140.0	\$ 26,320.00
60.	2" CORPORATION STOP	5	EACH	\$ 450.00	2.0	0.0	2.0	\$ 900.00
61.	6" GATE VALVE AND BOX	26	EACH	\$ 1,350.00	25.0	0.0	25.0	\$ 33,750.00
62.	8" GATE VALVE AND BOX	54	EACH	\$ 1,750.00	54.0	0.0	54.0	\$ 94,500.00
63.	1" CURB STOP & BOX	133	EACH	\$ 240.00	137.0	0.0	137.0	\$ 32,880.00
64.	2" CURB STOP & BOX	4	EACH	\$ 500.00	2.0	0.0	2.0	\$ 1,000.00
65.	1" TYPE K COPPER PIPE	4,486	LIN FT	\$ 20.00	4,707.5	0.0	4,707.5	\$ 94,150.00
66.	2" TYPE K COPPER PIPE	175	LIN FT	\$ 30.00	81.5	0.0	81.5	\$ 2,445.00
67.	6" WATERMAIN	390	LIN FT	\$ 36.00	363.5	0.0	363.5	\$ 13,086.00
68.	8" WATERMAIN	10,945	LIN FT	\$ 39.00	11,096.0	0.0	11,096.0	\$ 432,744.00
69.	12" WATERMAIN	16	LIN FT	\$ 66.00	7.0	0.0	7.0	\$ 462.00
70.	4" POLYSTYRENE INSULATION	526	SQ YD	\$ 38.00	534.5	0.0	534.5	\$ 20,311.00
71.	DUCTILE IRON FITTINGS	4,014	POUND	\$ 8.00	4,798.5	0.0	4,798.5	\$ 38,388.00
72.	CATCH BASIN, TYPE 1	68	EACH	\$ 2,200.00	68.0	0.0	68.0	\$ 149,600.00
73.	CATCH BASIN, TYPE 4	1	EACH	\$ 3,000.00	1.0	0.0	1.0	\$ 3,000.00
74.	STORM MANHOLE, 48", TYPE 4	8	EACH	\$ 3,400.00	9.0	0.0	9.0	\$ 30,600.00
75.	STORM MANHOLE, 60", TYPE 4	13	EACH	\$ 4,200.00	13.0	0.0	13.0	\$ 54,600.00
76.	STORM MANHOLE, 72", TYPE 4	4	EACH	\$ 5,200.00	4.0	0.0	4.0	\$ 20,800.00
77.	STORM MANHOLE, 84", TYPE 4	2	EACH	\$ 6,400.00	2.0	0.0	2.0	\$ 12,800.00
78.	STORM MANHOLE, 96", TYPE 4	2	EACH	\$ 6,500.00	2.0	0.0	2.0	\$ 13,000.00
79.	STORM MANHOLE, 108", TYPE 4	1	EACH	\$ 7,500.00	1.0	0.0	1.0	\$ 7,500.00
80.	SANITARY MANHOLE, TYPE 3	31	EACH	\$ 2,900.00	31.0	0.0	31.0	\$ 89,900.00
81.	SANITARY MANHOLE, TYPE 3A	2	EACH	\$ 5,200.00	2.0	0.0	2.0	\$ 10,400.00
82.	NEW FRAME & RING CASTING	1	EACH	\$ 460.00	1.0	0.0	1.0	\$ 460.00
83.	4" CONCRETE WALK	23,475	SQ FT	\$ 4.40	23,349.9	0.0	23,349.9	\$ 102,739.56
84.	6" CONCRETE WALK	4,048	SQ FT	\$ 8.40	3,696.5	0.0	3,696.5	\$ 31,050.60
85.	CONCRETE STEPS	2	EACH	\$ 400.00	4.0	0.0	4.0	\$ 1,600.00
86.	TRUNCATED DOMES	478	SQ FT	\$ 48.00	491.6	0.0	491.6	\$ 23,596.80
87.	CONCRETE CURB & GUTTER DESIGN B624 (HAND PLACED)	931	LIN FT	\$ 36.00	2,086.5	0.0	2,086.5	\$ 75,114.00
88.	CONCRETE CURB & GUTTER DESIGN B624 (MACHINE)	18,322	LIN FT	\$ 16.00	18,004.0	0.0	18,004.0	\$ 288,064.00
89.	CONCRETE CURB & GUTTER DESIGN DRIVEOVER	220	LIN FT	\$ 20.00	184.0	0.0	184.0	\$ 3,680.00
90.	6" CONCRETE DRIVEWAY PAVEMENT	2,360	SQ YD	\$ 50.00	1,619.5	10.4	1,629.9	\$ 81,495.00
91.	7" CONCRETE DRIVEWAY PAVEMENT	213	SQ YD	\$ 55.00	148.9	0.0	148.9	\$ 8,189.50
92.	6" CONCRETE DRIVEWAY PAVEMENT WITH REBAR	590	SQ YD	\$ 60.00	2,107.5	0.0	2,107.5	\$ 126,450.00
93.	7" CONCRETE DRIVEWAY PAVEMENT WITH REBAR	55	SQ YD	\$ 62.00	130.8	0.0	130.8	\$ 8,109.60
94.	3" BITUMINOUS DRIVEWAY PAVEMENT	312	SQ YD	\$ 35.00	784.8	0.0	784.8	\$ 27,468.00
95.	6" AGGREGATE DRIVEWAY	289	SQ YD	\$ 5.00	230.0	9.5	239.5	\$ 1,197.50
96.	TRAFFIC CONTROL	1	LUMP SUM	\$ 13,000.00	1.0	0.0	1.0	\$ 13,000.00
97.	CROSS WALK MARKING-EPOXY	144	SQ FT	\$ 5.00	0.0	144.0	144.0	\$ 720.00
98.	4" SOLID LINE WHITE-EPOXY	198	LIN FT	\$ 3.00	0.0	198.0	198.0	\$ 594.00
99.	PAVT MESSAGE (HANDICAPPED SYMBOL) EPOXY	2	EACH	\$ 150.00	0.0	2.0	2.0	\$ 300.00
100.	TEMPORARY WATER SERVICE	1	LUMP SUM	\$ 52,500.00	1.048	0.00	1.048	\$ 55,000.00
101.	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$ 2,000.00	1.0	0.0	1.0	\$ 2,000.00
102.	SILT FENCE, TYPE HEAVY DUTY	250	LIN FT	\$ 2.60	0.0	0.0	0.0	\$ -
103.	STORM DRAIN INLET PROTECTION	86	EACH	\$ 30.00	99.0	0.0	99.0	\$ 2,970.00
104.	TEMPORARY ROCK CONSTRUCTION ENTRANCE	16	EACH	\$ 850.00	10.0	0.0	10.0	\$ 8,500.00
105.	SODDING TYPE LAWN	21,050	SQ YD	\$ 5.00	26,282.5	0.0	26,282.5	\$ 131,412.50
106.	AGGREGATE FOR PIPE FOUNDATION	400	CU YD	\$ 25.00	800.0	0.0	800.0	\$ 20,000.00
107.	ADJUST FRAME & RING CASTING	9	EACH	\$ 360.00	22.5	0.0	22.5	\$ 8,100.00
108.	ADJUST GATE VALVE BOX	4	EACH	\$ 200.00	0.0	0.0	0.0	\$ -
109.	GATE VALVE BOX - TOP SECTION	20	EACH	\$ 220.00	16.0	1.0	17.0	\$ 3,740.00
110.	EXPLORATORY EXCAVATION	50	HOURS	\$ 250.00	50.0	0.0	50.0	\$ 12,500.00
111.	TELEWISE SANITARY SEWER LATERIAL	137	EACH	\$ 165.00	150.0	0.0	150.0	\$ 24,750.00
112.	TELEWISE SANITARY SEWER LATERIAL-ADDED TIME	30	HOURS	\$ 400.00	3.0	0.0	3.0	\$ 1,200.00
Schedule B								
1.	MOBILIZATION	1	LUMP SUM	\$ 12,000.00	1.0	0.0	1.0	\$ 12,000.00
2.	CLEARING & GRUBBING (TREE)	1	EACH	\$ 800.00	1.0	0.0	1.0	\$ 800.00
3.	REMOVE WATER MAIN	365	LIN FT	\$ 10.00	351.0	0.0	351.0	\$ 3,510.00
4.	REMOVE CURB AND GUTTER	42	LIN FT	\$ 10.00	79.0	0.0	79.0	\$ 790.00
5.	REMOVE BITUMINOUS ROADWAY PAVEMENT	467	SQ YD	\$ 5.00	537.0	0.0	537.0	\$ 2,685.00
6.	REMOVE CONCRETE ROADWAY PAVEMENT	135	SQ YD	\$ 10.00	159.0	0.0	159.0	\$ 1,590.00
7.	REMOVE MANHOLE OR CATCH BASIN	2	EACH	\$ 300.00	2.0	0.0	2.0	\$ 600.00
8.	REMOVE GATE VALVE AND BOX	1	EACH	\$ 200.00	3.0	0.0	3.0	\$ 600.00
9.	REMOVE HYDRANT	1	EACH	\$ 350.00	1.0	0.0	1.0	\$ 350.00
10.	TOPSOIL BORROW (LV)	60	CU YD	\$ 25.00	91.8	0.0	91.8	\$ 2,293.75
11.	GEOTEXTILE FABRIC, TYPE V	1,219	SQ YD	\$ 1.60	935.0	0.0	935.0	\$ 1,496.00

Line No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimate	Quantity Completed This Estimate	Quantity Completed to Date	Total to Date
12.	EXCAVATION - COMMON (P)	856	CU YD	\$ 9.00	721.0	0.0	721.0	\$ 6,489.00
13.	AGGREGATE BASE (CV) CLASS 5	318	CU YD	\$ 28.00	291.0	0.0	291.0	\$ 8,148.00
14.	AGGREGATE SUBBASE BREAKER RUN (CV)	70	CU YD	\$ 25.00	206.0	0.0	206.0	\$ 5,150.00
15.	TYPE SP 12.5 NON-WEARING COURSE MIX	106	TON	\$ 70.00	113.0	0.0	113.0	\$ 7,910.00
16.	TYPE SP 12.5 WEARING COURSE MIX	106	TON	\$ 70.00	92.1	0.0	92.1	\$ 6,447.00
17.	CONCRETE PAVEMENT	135	SQ YD	\$ 32.00	128.0	0.0	128.0	\$ 4,096.00
18.	STRUCTURAL CONCRETE	32	CU YD	\$ 200.00	44.5	0.0	44.5	\$ 8,900.00
19.	REINFORCEMENT BARS (EPOXY COATED)	62	POUND	\$ 3.00	62.0	0.0	62.0	\$ 186.00
20.	DOWEL BAR	62	EACH	\$ 10.00	48.0	0.0	48.0	\$ 480.00
21.	DRILL & GROUT DOWEL BAR (EPOXY COATED)	33	EACH	\$ 17.00	17.0	0.0	17.0	\$ 289.00
22.	DRILL & GROUT REINF BAR (EPOXY COATED)	38	EACH	\$ 14.00	36.0	0.0	36.0	\$ 504.00
23.	SELECT GRANULAR BORROW (CV)	349	CU YD	\$ 19.00	172.0	0.0	172.0	\$ 3,268.00
24.	6" PVC PIPE SEWER, SDR 26	31	LIN FT	\$ 36.00	8.0	0.0	8.0	\$ 288.00
25.	8" PVC PIPE SEWER, SDR 26	334	LIN FT	\$ 38.00	328.0	0.0	328.0	\$ 12,464.00
26.	TELEWISE SANITARY SEWER	365	LIN FT	\$ 2.00	0.0	328.0	328.0	\$ 656.00
27.	8"X4" PVC WYE (SANITARY)	2	EACH	\$ 160.00	4.0	0.0	4.0	\$ 640.00
28.	8"X6" PVC WYE (SANITARY)	2	EACH	\$ 200.00	2.0	0.0	2.0	\$ 400.00
29.	4" PVC SANITARY SERVICE PIPE	60	LIN FT	\$ 25.00	98.0	0.0	98.0	\$ 2,450.00
30.	6" PVC SANITARY SERVICE PIPE	10	LIN FT	\$ 25.00	26.5	0.0	26.5	\$ 662.50
31.	CONNECT TO EXISTING WATER MAIN	2	EACH	\$ 1,000.00	3.0	0.0	3.0	\$ 3,000.00
32.	CONNECT TO EXISTING SANITARY SEWER	2	EACH	\$ 1,500.00	1.0	0.0	1.0	\$ 1,500.00
33.	HYDRANT	1	EACH	\$ 4,000.00	1.0	0.0	1.0	\$ 4,000.00
34.	1" CORPORATION STOP	2	EACH	\$ 190.00	4.0	0.0	4.0	\$ 760.00
35.	2" CORPORATION STOP	2	EACH	\$ 450.00	0.0	0.0	0.0	\$ -
36.	6" GATE VALVE AND BOX	1	EACH	\$ 1,350.00	2.0	0.0	2.0	\$ 2,700.00
37.	8" GATE VALVE AND BOX	2	EACH	\$ 1,750.00	3.0	0.0	3.0	\$ 5,250.00
38.	1" CURB STOP & BOX	2	EACH	\$ 240.00	3.0	0.0	3.0	\$ 720.00
39.	1" TYPE K COPPER PIPE	51	LIN FT	\$ 20.00	64.0	0.0	64.0	\$ 1,280.00
40.	2" TYPE K COPPER PIPE	10	LIN FT	\$ 40.00	0.0	0.0	0.0	\$ -
41.	6" WATERMAIN	12	LIN FT	\$ 40.00	15.0	0.0	15.0	\$ 600.00
42.	8" WATERMAIN	359	LIN FT	\$ 40.00	351.0	0.0	351.0	\$ 14,040.00
43.	4" POLYSTYRENE INSULATION	7	SQ YD	\$ 40.00	7.1	0.0	7.1	\$ 284.00
44.	DUCTILE IRON FITTINGS	250	POUND	\$ 9.00	326.0	0.0	326.0	\$ 2,934.00
45.	SANITARY MANHOLE, TYPE 3	2	EACH	\$ 3,100.00	2.0	0.0	2.0	\$ 6,200.00
46.	CONCRETE CURB & GUTTER DESIGN B618 (MACHINE)	490	LIN FT	\$ 18.00	497.5	0.0	497.5	\$ 8,955.00
47.	6" CONCRETE DRIVEWAY PAVEMENT	27	SQ YD	\$ 52.00	47.8	0.0	47.8	\$ 2,485.60
48.	7" CONCRETE DRIVEWAY PAVEMENT	36	SQ YD	\$ 56.00	0.0	0.0	0.0	\$ -
49.	6" CONCRETE DRIVEWAY PAVEMENT WITH REBAR	27	SQ YD	\$ 60.00	0.0	0.0	0.0	\$ -
50.	7" CONCRETE DRIVEWAY PAVEMENT WITH REBAR	36	SQ YD	\$ 65.00	32.1	0.0	32.1	\$ 2,086.50
51.	3" BITUMINOUS DRIVEWAY PAVEMENT	69	SQ YD	\$ 25.00	134.0	0.0	134.0	\$ 3,350.00
52.	6" AGGREGATE DRIVEWAY	43	SQ YD	\$ 10.00	81.0	0.0	81.0	\$ 810.00
53.	TRAFFIC CONTROL	1	LUMP SUM	\$ 850.00	1.0	0.0	1.0	\$ 850.00
54.	TEMPORARY WATER SERVICE	1	LUMP SUM	\$ 1,500.00	1.0	0.0	1.0	\$ 1,500.00
55.	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$ 500.00	1.0	0.0	1.0	\$ 500.00
56.	SILT FENCE, TYPE HEAVY DUTY	200	LIN FT	\$ 3.00	0.0	0.0	0.0	\$ -
57.	STORM DRAIN INLET PROTECTION	3	EACH	\$ 30.00	2.0	0.0	2.0	\$ 60.00
58.	TEMPORARY ROCK CONSTRUCTION ENTRANCE	2	EACH	\$ 1,000.00	0.0	0.0	0.0	\$ -
59.	SODDING TYPE LAWN	316	SQ YD	\$ 6.00	905.0	0.0	905.0	\$ 5,430.00
60.	EXPLORATORY EXCAVATION	8	HOURS	\$ 250.00	4.5	0.0	4.5	\$ 1,125.00
61.	TELEWISE SANITARY SEWER LATERAL	4	EACH	\$ 165.00	4.0	0.0	4.0	\$ 660.00
62.	TELEWISE SANITARY SEWER LATERAL-ADDED TIME	1	HOURS	\$ 400.00	0.0	0.0	0.0	\$ -
*63	4" CONCRETE WALK	46	SQ FT	\$ 4.40	46.4	0.0	46.4	\$ 204.16
*64	GATE VALVE BOX - TOP SECTION	1	EACH	\$ 220.00	1.0	0.0	1.0	\$ 220.00
CO #1	HYDRANT STORZ NOZZLE	24	EACH	\$ 428.00	24.0	0.0	24.0	\$ 10,272.00
CO #2	DIRECTIONAL DRILL WATER SERVICE	1	LUMP SUM	\$ 5,000.00	1	0.0	1	\$ 5,000.00
CO #2	PLUG EXISTING SANITARY SEWER TO OLD SCHOOL	1	LUMP SUM	\$ 2,500.00	1	0.0	1	\$ 2,500.00
WO #1	SNAKE PIT BOXES FOR WATER SERVICES	139	EACH	\$ 98.00	139	0.0	139	\$ 13,622.00

Total Work Completed	\$ 6,278,002.77
Less 2% Retainage	\$ 125,560.06
Less Previous Estimates	\$ 5,954,935.98
Net Payment this Estimate	\$ 197,506.73

City of Kasson

Certification of Acceptance

Description/Location Leth Subdivision

Part 1: (To be submitted by Project Engineer/Developer upon completion of Project)

The undersigned has supervised and inspected the construction work in the Development Agreement dated 04/7/17 (date of award or Council Action) between the City of Kasson and MLB Enterprises LLC. I hereby certify to the best of my knowledge that the construction has been completed in conformance with the Plans and Specifications and request 11/1/2019 as the "Date of Acceptance" and commencement of the one year period of maintenance and repair by the contractor.

Project Engineer/Developer

Date

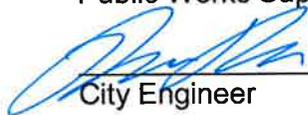
Firm Name

Part 2 (For Action by the Department of Public Works)

I hereby recommend that the above report and "Date of Acceptance" begins the one year maintenance period be approved.

Public Works Superintendent

Date



City Engineer

11/22/19

Date

Mayor

Date

Part 3 (For action by Public Works after one year maintenance period)

The above referenced project has been reviewed by _____
Of the Department of Public Works on _____ (date).

The requirements of the one year maintenance period have been fulfilled and work on the project has been found to be in substantial conformance with the Plans and Specifications.

This project is recommended is for final acceptance by the City of Kasson.

City Administrator/Public Works

Date

City Council Budget Discussion 10.9.2019- GENERAL LEVY EFFECTS
and 11.27.2019

NET CHANGES

LGA Increase		-\$89,748
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Payroll Increase:		\$131,152
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At 4% ins inc, and before
2 new PD and Street from PT to FT
Cost of Living Adj 2.5% , + merit
Not all have merit increases

New Police Officer		\$83,250
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New Police Officer		\$83,250
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Streets/Storm person- from PT to FT		\$11,650
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Insurance increase from 2019:		\$46,600
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2019 Insurance	\$258,675	
New 2019 PD	\$15,000	\$15,000
New 2020 Library	\$15,000	\$15,000
Increase	\$16,600	\$16,600
	<u>\$305,275</u>	<u>\$46,600</u>

Capital Items net Increases:		\$111,086
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Council		\$0
City Hall		-\$6,000
Gen Govt Bldgs		\$10,000
Police	Leased vehicles	\$40,978
	Equipping of Vehicles- 2	\$40,000
	Radios	\$14,000
Fire	Leased vehicles	\$14,800
Streets	Leased Vehicle	\$3,850
Ice/Snow		\$0
Parks	Park projects	\$11,700
	Vehicle to leased vehicles	-\$18,242

Additional Considerations:

Additional Street for Flood repair/I & I	
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Other	
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Other	
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**RESOLUTION #11.X-19
CITY OF KASSON**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR A PLANNED UNIT DEVELOPMENT FOR SOUTH FORK THIRD**

WHEREAS, South Fork Homes LLC, owner of the property in question has submitted a request for a Conditional Use Permit for a Planned Unit Development for South Fork Third, Kasson, MN, and;

WHEREAS, at a public hearing duly held on the 14th day of October, 2019, the Planning Commission heard testimony of all persons wishing to comment on the proposed Conditional Use Permit for a Planned Unit Development for South Fork Third; and

WHEREAS, the Kasson Code of Ordinances, lists in Section 154.187 single family dwellings as a Conditional Use in an R-3 Multi-Family Residential District; and

WHEREAS, the appropriate City Staff and consultants have performed a technical review of the application, including attachments, for a Conditional Use Permit for a Planned Unit Development; and

WHEREAS, following the public testimony and report of the technical review, the Planning Commission reviewed all relevant information regarding the proposed Conditional Use Permit for a Planned Unit Development and recommends approval;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, MINNESOTA that the following Findings are hereby adopted regarding the application for a Conditional Use Permit for a Planned Unit Development for South Fork Third:

SECTION 154.029 (B)(2)

(a) The use will not create an excessive burden on existing parks, schools, streets and other public facilities which serve or are proposed to serve the area.

The development will have little impact on the parks, schools, streets and other public facilities.

(b) The use will be sufficiently compatible or separated by distance or screening from adjacent residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land.

The development will be a compatible use.

(c) The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties.

The development will not have an adverse effect upon adjacent residential properties.

(d) The use, in the opinion of the City, is reasonably related to the overall needs of the City and to the existing land use.

The development will add to the residential units in the City of Kasson.

(e) The use is consistent with the purpose of this chapter and the purposes of the zoning district in which the applicant intends to locate the proposed use.

The development will be a compatible use.

(f) The use is not in conflict with the comprehensive plan of the City.

The development will be a compatible use.

(g) The use will not cause traffic hazards or congestion.

The development will have little impact on traffic hazards or congestion.

(h) The traffic generated by the proposed use can be safely accommodated on existing or planned street systems; and the existing public roads providing access to the site will not need to be upgraded or improved by the City in order to handle the additional traffic generated by the use.

The development will be accessed from County 13.

(i) Adequate measures have been taken or are proposed to prevent or control offensive odor, dust, noise, vibration or lighting which would otherwise disturb the use of neighboring property.

The development will be a compatible use.

(j) Adequate utilities, parking, drainage and other necessary facilities will be provided.

The development will be a compatible use.

(k) The proposed use will not impede the normal and orderly development or improvements of the surrounding property.

The development will be a compatible use.

(l) The proposed use will not be injurious to the use and enjoyment of other property in the neighborhood and will not significantly diminish or impair the values of the property.

The development will be a compatible use.

(m) The use will not disrupt the character of the neighborhood.

The development will be a compatible use.

BE IT FURTHER RESOLVED that the Conditional Use Permit for a Planned Unit Development for South Fork Third is hereby approved subject to the following conditions of approval:

1. Provide Association documents that establish community ownership of common areas, accepts responsibility for the maintenance of those areas, commits the Association to professional management and establishes an adequate funding mechanism for that maintenance. Any change in association management must be approved by the Planning Commission.
2. Provide that a Capital Maintenance account of appropriate size will be placed on deposit and that an annual fund account of this fund will be furnished to the city. Prior to January 1st of each year.
3. Provide waiver agreement to be signed by each property owner at the time of applying for a building permit or transferring utility billing, detailing the City's lack of maintenance responsibility.
4. Supply As-built documents to the city for all existing and future streets and utility connections.
5. City agrees to flush city hydrants, but only in order to maintain the integrity of the water product. The flushing is not intended to serve as maintenance of the water mains.
6. Agree to notify City Public Works, on an emergency basis, in the event of future water main repair or maintenance.
7. All service lines will be installed as per city specifications.
8. Change street limit signs to yellow(advisory) so as to remove confusion that city police will enforce the posted speed limit.

9. Building permits may be issued when streets are certified by City Engineer as being capable of supporting construction vehicles.
10. Provide a Final plat
11. Development agreement with a performance bond
12. WAC/SAC/Parkland – due at final plat
13. All easements to be recorded
14. Follow city specifications on water/sewer/hydrants/subdrains and all infrastructure to be built to city specifications
15. Association ownership and maintenance of common areas (water/sewer/streets/hydrants) to include subdrains
16. Provide Pond maintenance agreement between South Fork and pond owner, possible upgrade required by State

Adopted this 13th day of November, 2019.

ATTEST:

Nancy Zaworski, Interim City Administrator

Chris McKern, Mayor

The motion for adoption of the foregoing resolution was made by Council Member _____ and duly seconded by Council Member _____. Upon a vote being taken, the following members voted in favor thereof: _____ . Those against same: _____ .

**SOUTH FORK THIRD SUBDIVISION
DEVELOPMENT AGREEMENT**

The parties to this Development Agreement (“Development Agreement”) are the City of Kasson, a Minnesota municipal corporation (“City”) and South Fork Homes, LLC, a Minnesota limited liability company (“the Developer”). The City and Developer are sometimes referred to in this Development Agreement as a “Party” or the “Parties.”

RECITALS

a. Developer owns certain real property within the City limits of Kasson and situated in the County of Dodge, State of Minnesota, and legally described on the attached Exhibit A, hereinafter referred to as “Development Property” or “Premises”.

b. Developer has requested permission to construct, at its own expense, certain public improvements on the Development Property and on an adjoining property under its control according to plans and specifications prepared by David A. Martin of Massey Land Surveying & Engineering.

c. The City is willing to grant Developer permission to complete the proposed improvements at Developer's own expense, provided the proposed improvements are completed in accordance with the terms of this Agreement and under the supervision of the City Engineer or his agent or representative, in addition to any terms and conditions required of all developers undertaking this type of construction within the City. The Developer shall also be responsible for the City Engineer's construction observation and inspection fees which are estimated to be \$14,000.00 for the Development Project.

NOW, THEREFORE, in consideration of the premises, the Parties hereby agree as follows:

1. **Developer Representations and Warranties.**

Developer makes the following representations and warranties to the City:

a. Each of the individuals executing this Development Agreement on behalf of the Developer, has the right, power, legal capacity and organizational authority to execute

this Development Agreement, and no approvals or consents of any persons are necessary in connection with the authority of the individuals to execute this Development Agreement.

b. Developer is not currently in default under any contract, agreement or mortgage to which Developer is a party or by which the Development Property is bound which in any way affects the Developer's performance under this Development, nor have any events occurred which would be a default under such contracts, agreements or mortgages but for the passage of time or giving of notice thereof.

c. All construction plans for the Development Property and buildings to be located therein will comply with all applicable Federal, State and local statutes, laws and regulations, including, without limitation, any applicable zoning, environmental, building code or other law (including MPCA and Minnesota Department of Health permits), ordinance or regulation affecting the Development Property and the work to be completed thereon, and Developer shall obtain all permits and licenses required by any Federal, State, regional or local agencies.

d. There is no suit, action, arbitration or legal, administrative or other proceeding or other governmental investigation pending or threatened against or affecting the Developer. To the best of the Developer's knowledge, no council person or other officer or employee of the City is directly or indirectly financially interested in this Development Agreement or any contract, agreement or job thereby contemplated to be entered into or undertaken. Developer warrants that it has not paid or given, and will not pay or give, any official or employee of the City any money or other consideration for obtaining this Development Agreement.

e. Developer shall not allow any waste or nuisance on the premises or allow the premises to be used for any unlawful purposes. Further, Developer shall maintain the premises in a neat and clean condition, including mowing and removal of all construction debris.

f. Developer shall arrange and pay for all utilities furnished to the premises, including, but not limited to, electricity, gas, water, sewer, telephone service, as well as

payment of all real estate taxes and all other taxes, if any.

g. Developer shall arrange and pay for the proper removal of all existing wells and septic systems located on the Development Property pursuant to federal, state and local laws and regulations.

h. The Developer warrants that the construction of the infrastructure on the Development Property and the adjoining property, which includes the water system, sanitary sewer system, storm sewer system, curbs, gutters, streets and sidewalks, shall comply with the plans and specifications approved by the City Engineer and attached hereto as Exhibit B and shall comply with the City's specifications. The Developer shall have a pre-construction meeting with the City regarding the installation of the infrastructure. The Developer and its contractors shall coordinate any water main and sewer main disturbances with the City's staff.

i. Three copies of the project plans and specification shall be signed by the Developer and its engineer and submitted to the City. The City and the City Engineer shall sign all copies and return one to the Developer. There shall be no alterations to the approved plans and specifications except upon the prior written approval of the City and its Engineer.

2. **The Project:**

The work to be completed pursuant to this agreement shall commence on or about October 1, 2019, and shall consist of the following:

a. The Developer shall construct at its expense private water mains, hydrants and service lines on the Development Property sufficient to meet the needs of the Development Project and pursuant to the plans and specifications as approved by the City Engineer. The Developer shall connect the water mains to the City's existing water mains as indicated on the approved plans and specifications. Prior to such connection, the Developer shall verify that the existing water mains are in conformance with applicable federal, state, and local laws and regulations and are sufficient to meet the needs of the Development Property. All water access charges pursuant to Ordinance §53.002 shall be paid to the City upon approval of the final plat and prior to the commencement of construction on the Development Property.

b. The Developer warrants that all the labor and materials used in constructing the private water mains, hydrants and service lines will be of good quality and in conformance of applicable federal, state and local laws and regulations. Developer warrants that it will construct the private water mains, hydrants and service lines to the City's specifications. Developer acknowledges that the private water mains and hydrants constructed upon the Development property shall remain the property of Developer.¹ The Developer shall submit to the City acceptable association documents that address the ownership and maintenance issues related to the private water mains and hydrants, including an adequate mechanism to fund the required maintenance. The City shall deny all building permit applications for the individual lots on the Development Property until such time as acceptable association documents have been adopted by the Developer and provided to the City.

c. The Developer shall construct at its expense private sanitary sewer mains and service lines on the Development Property sufficient to meet the needs of the Development Project and pursuant to the plans and specifications approved by the City Engineer. The Developer shall connect the sanitary sewer mains to the City's existing sanitary sewer mains as indicated on the approved plans and specifications. Prior to such connection, the Developer shall verify that the existing sanitary sewer mains are in conformance with applicable federal, state, and local laws and regulations and are sufficient to meet the needs of the Development Property. All sewer access charges pursuant to Ordinance §53.002 shall be paid to the City upon approval of the final plat and prior to the commencement of construction on the Development Property.

d. The Developer warrants that all the labor and materials used in constructing the sanitary sewer mains and service lines will be of good quality and in conformance of applicable federal, state and local laws and regulations. Developer warrants that it will construct the sanitary sewer mains and service lines to the City's specifications. Developer

¹ The City agrees to flush the hydrants in the Development Property merely to maintain the integrity of the City's water product. Such flushing is not intended to serve as maintenance of the water main or hydrant. Such maintenance

acknowledges that the private sanitary sewer mains constructed upon the Development property shall remain the property of Developer. The Developer shall submit to the City acceptable association documents that address the ownership and maintenance issues related to the private sanitary sewer mains, including an adequate mechanism to fund the required maintenance. The City shall deny all building permit applications for the individual lots on the Development Property until such time as acceptable association documents have been adopted by the Developer and provided to the City.

e. The Developer shall construct at its expense private storm water collection mains and subdrains on the Development Property sufficient to meet the needs of the Development Project and pursuant to the plans and specifications approved by the City Engineer. The Developer shall connect the storm water collection mains to the City's existing storm water collection system as indicated on the approved plans and specifications. Prior to such connection, the Developer shall verify that the existing storm water collection system is in conformance with applicable federal, state, and local laws and regulations and is sufficient to meet the needs of the Development Property.

f. The Developer warrants that all the labor and materials used in constructing the storm water collection mains and subdrains will be of good quality and in conformance of applicable federal, state and local laws and regulations. Developer warrants that it will construct the storm water collection mains and subdrains to the City's specifications. Developer acknowledges that the private storm water collection mains and subdrains constructed upon the Development property shall remain the property of Developer. The Developer shall submit to the City acceptable association documents that address the ownership and maintenance issues related to the private sanitary sewer mains and subdrains, including an adequate mechanism to fund the required maintenance. The City shall deny all building permit applications for the individual lots on the Development Property until such time as acceptable association documents have been adopted by the Developer and provided

shall be the Developer's sole responsibility.

to the City.

g. An existing storm water management pond located on an adjacent parcel under Developer's control currently serves the Development Property. Developer shall submit hydraulic data showing that the existing storm sewer system and emergency overflow can meet the current NPDES permit and City requirements and can pass the 100-year event within the downstream drainage easements. Developer shall drain the existing storm water management pond, dredge out the pond bottom, and open the existing outlet structure for drainage. Dredge material shall be handled in accordance with the May 2017 MPCA Managing Stormwater Sediment Best Management Practices Guidance. A new rate control structure shall be designed for the storm water management pond that shall comply with MPCA discharge criteria and shall accommodate the existing Southfork Subdivision and South Fork Second Subdivision CIC #13, as well as the Development Project. A new drainage report shall be developed to show MPCA compliance with both dead storage and bounce discharge rates. Additional site drainage features, including emergency overflow locations and elevations, shall be evaluated as part of the new design. The new design shall be submitted to the City for review and approval.

h. After homes are constructed upon the Development Property, Developer shall clean out the storm water management pond. The storm water management pond shall be maintained by the homeowners association. The Developer shall submit to the City acceptable association documents that address the ownership and maintenance issues related to the private storm water management pond, including an adequate mechanism to fund the required maintenance. A maintenance agreement with the owner of the property upon which the storm water management pond exists shall be recorded to address responsibility for the private maintenance of the pond.

i. The Developer shall construct at its expense the private streets, curbs, gutters, and sidewalks on the Development Property sufficient to meet the needs of the Development Project and pursuant to the plans and specifications approved by the City Engineer. The

Developer shall connect the private streets, curbs, gutters, and sidewalks to the City's existing streets, curbs, gutters, and sidewalks as indicated on the approved plans and specifications. Prior to such connection, the Developer shall verify that the existing streets, curbs, gutters, and sidewalks are in conformance with applicable federal, state, and local laws and regulations and are sufficient to meet the needs of the Development Property.

j. The Developer warrants that all the labor and materials used in constructing the private streets, curbs, gutters, and sidewalks will be of good quality and in conformance of applicable federal, state and local laws and regulations. Developer warrants that it will construct the private streets, curbs, gutters, and sidewalks to the City's specifications. Developer acknowledges that the private streets, curbs, gutters, and sidewalks constructed upon the Development property shall remain the property of Developer. The Developer shall submit to the City acceptable association documents that address the ownership and maintenance issues related to the private streets, curbs, gutters, and sidewalks, including an adequate mechanism to fund the required maintenance. The City shall deny all building permit applications for the individual lots on the Development Property until such time as acceptable association documents have been adopted by the Developer and provided to the City.

k. Pursuant to Ordinance §152.023, the Developer shall pay to the City all parkland dedication fees or shall provide to the City proof of its satisfaction of the City's parkland dedication requirement by its previous dedication of parkland to the City upon approval of the final plat and prior to the commencement of construction on the Development Property.

l. The Developer shall perform testing and observation of all engineered fill outside the right-of-way. The Developer should be required to submit test results and observation records to the City upon completion. This information is provided to the City for informational purposes only and is not reviewed by the City.

m. The Developer must implement a soil and erosion procedure during the course

of any construction or site grading and obtain all required MPCA storm sewer permits. All areas disturbed by excavation and back filling activities must be seeded or sodded immediately after the work in that area is complete. While work on structures is in progress, the Developer shall erect a silt fence to prevent runoff from impacting other parcels. The City reserves the right to impose additional soil and erosion control requirements, if, in the reasonable opinion of the City Engineer, such requirements are necessary to control erosion.

n. The foregoing project shall be subject to inspection by the City and the City Engineer or his agent or representative. The Developer shall provide the City Engineer or his agent or representative with reasonable access to the Development Property for inspection purposes. The City Engineer shall observe the construction and provide confirmation to the City that the construction is in conformance with the City's specifications and the approved plans. The Developer shall comply with any corrective action ordered as a result of such inspections. Costs of such inspections shall be born by the Developer and paid by Developer within 30 days upon receipt of invoice.

o. The Developer shall give prompt notice of completion of the Development Project in accordance with the project plans and specifications, The City Engineer or his agent or representative shall conduct a final inspection of the Development Project within thirty (30) days of receipt of such notice and shall immediately notify the Developer of any improvements that do not appear to conform to the approved plans and specifications. The cost of such final inspection shall be born by the Developer and paid by Developer within 30 days upon receipt of invoice.

p. Any cost incurred by the City to remedy any non-conformity to the approved plans and specification, whether such non-conformity is discovered at the time of the final inspection or is discovered later, shall be the financial obligation of the Developer and shall be reimbursed or paid to the City within ten (10) days of receipt of a bill for such costs. Such billing shall include a detailed and itemized list of all costs incurred by the City.

q. The City may, in cases of emergencies, proceed to remedy the default by

Developer without prior notice to Developer of such default. In such cases, the Developer hereby waives any and all rights to prior notice of such default.

r. A certificate of occupancy will be issued only after all improvements set forth in this Development Agreement and in the approved plans and specifications have been inspected by the City Engineer and approved by the City Engineer and the City Council. The wearing course of the street bituminous need not be laid prior to the issuance of a certificate of occupancy. However, the final wearing course of the street bituminous shall be laid within one year of the issuance of a certificate of occupancy. Prior to the issuance of any building permits for the Development Property, the City Engineer shall certify that the private streets are capable of supporting construction vehicles.

s. Developer shall supply the City with three physical and one electronic copy of a complete set of As-Built plans for all existing and future street and utility installations, including service lines. If such documents are not available for existing structures, Developer shall mark all mains, valves, structures and service lines to allow the City to create its own map.

t. Before the issuance of the certificate of occupancy, all Outlots shall be dedicated to the homeowners association and all easements not appearing on the plat shall be recorded.

3. **Time for Performance.**

Subject to unavoidable delay, the Developer shall diligently proceed with the completion of the Development Project. The Developer shall complete all work as required by the approved plans and specifications on or before December, 2020. An unavoidable delay is a delay which results directly from an event or circumstance a party could not unreasonably anticipate and could not control, including but not limited, strikes or other labor troubles, unusually severe or prolonged bad weather, acts of God, acts of wars, terrorism, fire or other casualty or litigation, which third parties commenced against the parties, which result in an injunction or other similar judicial action, which prevents or delays commencement or

completion of the work. If unavoidable delay occurs, a party shall notify the other party in writing. If a party gives the other party written notice of unavoidable delay within five (5) business days of the onset of such event or circumstance that causes the unavoidable delay, the completion date is extended for a period of time equal to the period of unavoidable delay; provided, however, in no event is the completion date to extend more than 120 days.

4. **Liability Insurance.**

a. Until Developer has completed all of the Development Work pursuant to the Development Project, Developer must maintain, in full force and effect, a policy or policies of Comprehensive General Liability Insurance providing for coverage on an occurrence basis with limits of liability not less than \$1,000,000.00 per occurrence. The policy or policies must name the City, the City Council members and the City's employees and agents as additional insureds and must include contractual liability coverage for Developer's indemnification obligations pursuant to Section 6. The policy or policies of Comprehensive General Liability Insurance must be written by insurance companies authorized to do business in the State of Minnesota and must be endorsed to provide that coverage provided herein may not be canceled or terminated without thirty (30) days prior written notice to the City. Prior to the commencement of any Development Work, and, thereafter, at least thirty (30) days prior to the expiration of the policy as provided for herein, the Developer must provide the City with a Certificate or Certificates of Insurance evidencing Developer's compliance with the requirements of this section. Developer must provide the City with copies of the insurance policies provided for in this section upon the City's request. The insurance Developer maintains pursuant to this section is primary to any insurance the City or the City Council members, employees or agents maintain on their own behalf.

b. Until Developer has completed all of the Development Work pursuant to the Development Project, all contractors on the Development Property must also maintain, in full force and effect, a policy or policies of Comprehensive General Liability Insurance providing for coverage on an occurrence basis with limits of liability not less than \$1,000,000.00 per

occurrence. The policy or policies must name the City, the City Council members and the City's employees and agents as additional insureds. The policy or policies of Comprehensive General Liability Insurance must be written by insurance companies authorized to do business in the State of Minnesota and must be endorsed to provide that coverage provided herein may not be canceled or terminated without thirty (30) days prior written notice to the City. Prior to the commencement of any contractor's work on the Development Project, and, thereafter, at least thirty (30) days prior to the expiration of the policy as provided for herein, the contractor must provide the City with a Certificate or Certificates of Insurance evidencing the contractor's compliance with the requirements of this section. Contractors must provide the City with copies of the insurance policies provided for in this section upon the City's request. The insurance such contractors maintain pursuant to this section is primary to any insurance the City or the City Council members, employees or agents maintain on their own behalf.

5. **Indemnification.**

Developer must indemnify and defend the City, the City Council members and the City's employees and agents against and hold the City, the City Council members and the City employees and agents harmless from any claims, damages or liabilities of any kind arising out of, incidental to or in connection with the Development Work, whether or not due to the negligence of Developer, or any contractor or its or their employees, servants or agents, except for liability arising out of the sole negligence of the City or the City's employees or agents.

6. **Security.**

Prior to the commencement of any proposed improvements under this Agreement and pursuant to Ordinance §50.04(B)(2), Developer shall place in escrow with the City a sum of money equal to the total estimated construction cost, including the City Engineer's inspection costs. In lieu of escrowed funds, Developer may provide the City with an irrevocable letter of credit equal to the total estimated construction cost, including the City Engineer's

inspection costs, or another form of security if approved by the City in its sole discretion. The escrow funds or letter of credit shall guarantee the performance of this Agreement in accordance with the approved plans and specifications. The City will maintain a minimum of 10% of the original escrow funds or letter of credit until issuance of a certificate of occupancy.

7. **Developer's Defaults.**

Each of the following constitutes a "Developer Default":

- a. Developer's failure to perform one or more of Developer's obligations under this Development Agreement.
- b. Developer's failure to observe any restrictions set forth in this Development Agreement;
- c. Developer's failure to pay real estate taxes as they come due; or
- d. Developer's failure to take the corrective action as ordered by the City Engineer.

8. **Remedies.**

If a Developer Default occurs, the City shall give the Developer written notice of the Developer's Default at the address set forth in Section 12, and Developer fails to cure the default within ten (10) business days, the Developer is deemed to be in default under this Development Agreement and the City, may at its option, and in addition to other rights and remedies as provided by law, exercise one or more of the following remedies:

- a. The City may refuse to issue building permits for all or any of the portions of the Development Property;
- b. The City may refuse to issue Certificates of Occupancy for improvements constructed on the Development Property;
- c. The City may revoke Developer's Conditional Use Permit;
- d. The City may seek injunctive relief from a Court of competent jurisdiction, seeking injunctive relief, which may include but not limited to, a temporary restraining order,

To Developer: South Fork Homes, LLC
4057 28th Street NW, Suite 100
Rochester, MN 55901

12. **Miscellaneous.**

a. No council member or employee of the City is personally liable to Developer for or as a result of the City's failure to perform its obligation under this Development Agreement or to abide by the provisions of the City Ordinances.

b. Third parties have no recourse against Developer or the City under this Development Agreement.

c. If any portion, section, subsection, sentence, clause or paragraph of this Development Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Development Agreement.

d. The parties may execute separate counterparts of this Development Agreement and exchange duplicate, original signature pages with one another. Each fully executed original assembled from such separately executed signature pages constitutes an original.

e. This Development Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

f. Developer's performance of Developer's obligations with the time periods established in this Development Agreement is a material term of this Development Agreement.

g. This Development Agreement shall be effective as of the date the last party to execute this Development Agreement executes this Development Agreement (the "Effective Date").

h. This Development Agreement, and the Exhibits attached hereto, constitute the complete, final and exclusive embodiment of the agreement between the Parties. This Development Agreement supersedes any other such promises, warranties, or representations and any other written or oral statement concerning the Parties' rights to any compensation,

equity, legal right, or benefit relating to this Development Agreement

i. No amendment or variation to the terms of this Development Agreement shall be valid unless made in writing and signed by the Parties.

j. No action or inaction by the City constitutes a waiver or consent to an amendment of any provision of this Development Agreement. To be binding on the City, an amendment or waiver must be in writing and signed by an authorized representative of the City. The City's failure to take legal action to enforce this Development Agreement is not a waiver of the City's right to take future legal action or any other action permitted by law or equity to enforce the terms of this Development Agreement.

k. Titles or captions of sections or paragraphs in this Development Agreement are inserted only as a matter of convenience and for reference and in no way define, extend or describe the scope of this Development Agreement or the intent or meaning of any provision hereof.

CITY OF KASSON

BY: _____
Chris McKern, Mayor

DATED: _____, 2019

BY: _____
Nancy Zaworski, Interim City Administrator

DATED: _____, 2019

SOUTH FORK HOMES, LLC

BY: _____
Joel Bigelow, Manager

DATED: _____, 2019

**CITY OF KASSON
RESOLUTION # 11.X-19**

**RESOLUTION APPROVING THE FINAL PLAT OF THE
SOUTH FORK THIRD SUBDIVISION**

WHEREAS, South Fork Homes, LLC, the owners of the property in question have submitted a request for a Final Plat, and;

WHEREAS, at a public hearing duly held on the 9th day of September 2019, the Planning Commission heard testimony of all persons wishing to comment on the proposed Final Plat; and

WHEREAS, the appropriate City Staff and consultants have performed a technical review of the proposed Final Plat; and

WHEREAS, following the public testimony and report of the technical review, the Planning Commission reviewed all relevant information regarding the proposed Final Plat; and

WHEREAS, it is the finding of the Planning Commission that conditions established for the approval of the Final Plat have been addressed; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, MINNESOTA:

That the said Final Plat of South Fork Third Subdivision is hereby approved by the City Council of the City of Kasson with the following conditions:

Include Engineer recommendations in Final Plat.

Adopted this 13th day of November, 2019.

ATTEST:

Linda Rappe, City Clerk

Chris McKern, Mayor

The motion for the adoption of the foregoing resolution was made by Council Member _____ and duly seconded by Council Member _____. Upon a vote being taken, the following members voted in favor thereof: _____. Those against same: _____.

KASSON PARK BOARD MINUTES OCTOBER 15, 2019

Pursuant to due call and notice thereof, a meeting of the Kasson Park Board was duly held at Kasson City Hall on the 15th day of October at 6:00 P.M.

THE FOLLOWING PARK BOARD MEMBERS WERE PRESENT: Chuck Coleman, Greg Kuball, Roger Franke and Dan Egger

THE FOLLOWING WERE ABSENT: Liza Larsen, Janet Sinning and Jason Farnsworth

ALSO PRESENT: Parks & Rec Supervisor Ron Unger and Deputy Clerk Jan Naig

I. Call to Order: The meeting was called to order at 6:00 P.M. by Unger.

II. Approve minutes: Motion by Kuball and second by Coleman, with all voting Aye, to approve the minutes of the August 2019 meeting.

III. New Business:

- A. Lions Park picnic shelter dedication.** On Thursday, October 17th, the Lions Club will hold a dedication ceremony for the new Lions Park. All Park Board Members are invited to attend.

Unger reported that A & A Electric has completed the electrical work on the new shelter. The building is ready for the final inspections. Unger will have some tables in the shelter for the dedication.

- B. Aquatic Center-P.B. Best of the Best Award.** Our Aquatic Center was selected as a finalist for the Post Bulletin Best of the Best Awards. For the third year the K.A.C. received the top award in 2019. Unger made a point to thank Corey Carstensen and Kris Anderson for all the work they do to keep to facility running smoothly.

- C. Boulevard trees and stumps.** All of the trees for the street assessment project have been planted. City staff had to stake many of them due to the summer storms. Unger said the trees are doing well going into the fall and winter.

There are 15 boulevard trees on the list to be removed this winter. There are 14 trees that are on the trimming list. There are 19 stumps to grind and fill in the holes yet this week. Unger plans to remove another 30 boulevard ash trees if the weather allows this winter. The trees on Mantorville Avenue in front of Casey's have been trimmed. City maintenance workers will be attending Tree Certification School this week. Unger will begin working on the Tree City USA application which is due in December.

- D. Veterans Memorial Park ball field fencing project.** Midwest Fence will begin work on the North 2 ball field outfield fence later this week. The yellow tile for the top of the fence has been ordered. This project should be completed this fall if the weather allows.

Unger also had Midwest Fence measure for the 20' dugout to dugout backstop fence on North 2. He will approach Joint Ventures in November to see if they will contribute toward this project since the KMHS uses the field.

Unger reported that the batting cage was a success. It had a lot of use this year and the clips kept the netting in shape.

Unger reported he did finally get some information on repairing the stone wall in Veterans Memorial Park from Building Restoration Corporation. The proposal will be on the November Agenda for discussion.

- E. Meadowland Park playground modular & shelter.** The 5-12 year modular will be ordered in November or December. Unger sent information to Arrow Building Center in September to draw up plans for a 18' x 20' shelter for Meadowland Park. They have not returned finished plans yet. If the weather allows, City crews will work on the footings and setting the poles for this structure yet this fall. Unger is getting pricing for asphalt shingles and for a steel roof for this structure.

There are still three signs to install: Meadowland Park, J. Hyde Kasson Park and for the Historic Water Tower.

City crews have been working to dig the cement remnants out of Prairie View Park. So far three or four loads of cement have been taken off 15 feet along the blacktop.

IV. Old Business:

- A. Aquatic Center repairs.** Unger has been working with Webber Recreational Design and Lemmie Jones Recreation about the repairs needed to the play areas in the Aquatic Center. They have indicated that play features need to be sanded, primed and repainted every six to seven years due to the pool chemicals and weather damages. They will get back to Unger with estimates for all of the needed repairs. They will also give prices to make the necessary repairs on the large tube slides.

The 36 chairs destroyed by the summer storm have been replaced and the umbrella has been repaired. The damages were covered by the City's insurance.

B. Christmas tree lighting update. The Tree Lighting ceremony is set for Friday, November 29th. Sinning has worked out the details for this event. Larsen has contacted a group to help with decorating the tree and Mr. Boldt about music for the event. Unger will place the order for the tree.

V. Correspondence: None.

Unger let the Board know that the 2020 Budget should remain about the same as the 2019 Budget lines. Final approval will come from the City Council when the levy is approved.

Board members with terms that expire in 2019 are Larsen and Sinning.

VI. Adjourn: Motion by Egger and second by Kuball, with all voting Aye, to adjourn the meeting at 6:35 P.M.

Acting Chairperson

Deputy Clerk

The next scheduled meeting will be November 19th.

KASSON PARK BOARD MINUTES NOVEMBER 19, 2019 DRAFT

Pursuant to due call and notice thereof, a meeting of the Kasson Park Board was duly held at Kasson City Hall on the 19th day of November at 6:00 P.M.

THE FOLLOWING PARK BOARD MEMBERS WERE PRESENT: Dan Egger, Janet Sinning, Jason Farnsworth and Roger Franke

THE FOLLOWING WERE ABSENT: Greg Kuball, Liza Larsen and Chuck Coleman

ALSO PRESENT: Parks & Rec Supervisor Ron Unger and Deputy Clerk Jan Naig

I. Call to Order: The meeting was called to order at 6:00 P.M. by Unger.

II. Approve minutes: Motion by Egger and second by Franke, with all voting Aye, to approve the minutes of the October 2019 meeting.

III. New Business:

- A. 2020 Fee Schedule.** In November 2018 the Board approved the following change to the 2020 Fee Schedule-Add Lions Park shelter to the reservation schedule with a \$20.00 fee for one half day and \$40.00 for the full day. The Veterans Park shelter reservation will increase to \$40.00 for one half day per section and \$80.00 for the entire day per section.

Aquatic Center fees were also discussed. The lesson and private lesson fees were increased and the facility rental fee was reduced in 2019. The Single and Family Memberships were increased in 2018. The Board was in agreement to increase only the daily fees in 2020. They stated we need to communicate this increase to the public before the pool opens.

Motion by Farnsworth and second by Sinning, with all voting Aye, to increase the daily admission fee to \$6.00 and to increase the fee for a book of 10 passes to \$55.00 and the fee for a book of 20 passes to \$110.00 beginning in 2020.

- B. Veterans Memorial Park – stone wall.** Unger presented the proposal he received from Building Restoration Corporation for tuck-pointing and stone repairs to the historic stone entry to Veterans Memorial Park. The report indicated the mortar has either failed entirely or is beginning to deteriorate at all locations. Multiple stone show severe deterioration and will require replacement. Specialized concrete caps at the top of the two towers are deteriorating and need to be replaced. Their proposal to tuck-point, replace stone and replace the concrete cap at the top of the pillars is \$229,129. Their price to demolish the structure is \$3,952. The Board feels it has become a safety hazard and could be liability hazard if it is left accessible to the public.

Sinning would like to save the structure since it is part of our history. She asked if grants are available for this type of project.

Farnsworth feels the wall puts a damper on the pool. He is concerned about kids playing on the wall. He would rather see concrete than this wall.

Franke stated the money should be spent on a new veterans memorial rather than repairing the wall.

Eggler commented that doing all of the proposed work would not be restoring the original wall. The 700 square feet of stone replacement would result in a new wall since everything will be new.

A vote was taken to recommend to the City Council that the City demolish the stone entry to Veterans Memorial Park. Those in favor: Farnsworth, Franke and Eggler. Those against: Sinning.

C. Adult basketball league - 2020. Unger has reached out to some of the teams that played in the basketball league in the past. They indicated to him that they do not have enough players to form a team. There will not be an adult basketball league in 2020.

D. 2019 Aquatic Center financials. Unger went through the financial information for the Aquatic Center that was supplied by Finance Director Zaworski. The poor weather conditions in June and August was reflected in the income. Because the facility was closed for more hours, the utilities for running the pumps on the play features dropped and this helped the expenses. The mandated minimum wage increase did have an impact on wages. The expenses will continue to increase considerably due to the major repairs that are needed with the play features, slides, pumps and heaters.

Unger indicated that if staffing costs become a problem in the future, we may need to follow other area pools and shorten open swim hours.

There was discussion about the season pass numbers being entered into the computer as each person enters the facility. The Board also talked about taking new photos for all pass holders in 2020 since many of them have not been updated in the last five years. There is a strong possibility that money is lost at admissions because there is no verification that the person entering the facility actually has a season pass.

IV. Old Business:

- A. Park signage.** The weather changed before City crews could get the two park signs and the historic water tower sign installed. This project will wait until spring.
- B. Meadowland Park picnic shelter.** Unger has the plans for the Meadowland Park picnic shelter. Due to poor fall weather conditions, the project will not be done until spring. Materials will be purchased this year to keep the cost in this year's budget. The projected cost of the shelter is approximately \$5,200.00.
- C. Christmas tree lighting – Veterans Memorial Park.** The tree has been ordered. Unger will get the lights to Larsen so it can be decorated next week. Sinning indicated the special guests will be Ryan Reed and Matt Nelson. They are responsible for starting the tradition of placing a tree in the Park. Unger thanked Sinning and Larsen for their work in putting this event together.
- D. Terms that expire in 2019: Larsen and Sinning.** Sinning indicated she is willing to stay on the Board another term. Unger will contact Larsen to find out her plans.

V. Correspondence: None.

Unger was asked if he has been getting applications for workers at the Aquatic Center. He indicated applications are starting to come in and he will do interviews over the holiday break in December. A notice was placed in the K-M High School announcements to remind students of the deadline for applying.

Unger informed the Board that the Shakopee lime has been added to the ball fields. The ball fields have been edged with a sod cutter and the new outfield fence has been installed at North 2. He will ask Joint Ventures for funds for the new backstop.

The grass that was damaged by the bug spray in Veterans Memorial Park has been aerated and over-seeded. Joint Ventures has purchased a sprayer that will be used in the parks. Our employees will be obtaining their licenses to apply the herbicides and fertilizer.

Unger indicated the Lions Park shelter dedication went well. His parks workers are building the new tables for the shelter.

In 2020 Unger is considering taking down two trees in Veterans Memorial Park and changing the edging around the modular and slides to convert the playground into one big area.

VI. Adjourn: Motion by Farnsworth and second by Sinning, with all voting Aye, to adjourn the meeting at 7:21 P.M.

Acting Chairperson

Deputy Clerk

The next scheduled meeting will be December 17th.



BUILDING RESTORATION CORPORATION

1920 OAKCREST AVENUE SUITE 1, ROSEVILLE, MN 55113

PHONE: 612-789-2800 FAX: 612-789-2875

October 10th, 2019

Ron Unger
Parks and Recreation Director
City of Kasson
401 5th Street SE
Kasson, MN 55944

RE: Tuck-pointing and Stone Repair on Historic Stone Entry of Kasson Aquatic Center

Thank you for the opportunity to bid this project for the City of Kasson, we look forward to working with you.

After we conducted a site visit we put together the following proposal based on the City's requests and what we felt needed to be done to properly restore and protect the stone walls and pillars. Building Restoration has extensive experience in historic stone restoration and pride ourselves on being able to provide a seamless repair matching stone and mortar much as we did with the Historic Stone Water Tower in Kasson in 2018.

Thank you and if you have any questions, please call me. I can be reached at the office at 507-206-5011 or by cell phone at 507-475-0268. I can also be reached by e-mail at josh.vedas@buildingrestoration.com

Sincerely,

Josh Veda
Building Restoration Corporation



BUILDING RESTORATION CORPORATION

1920 OAKCREST AVENUE SUITE 1, ROSEVILLE, MN 55113

PHONE: 612-789-2800 FAX: 612-789-2875

PROPOSAL

Date: 10/10/2019

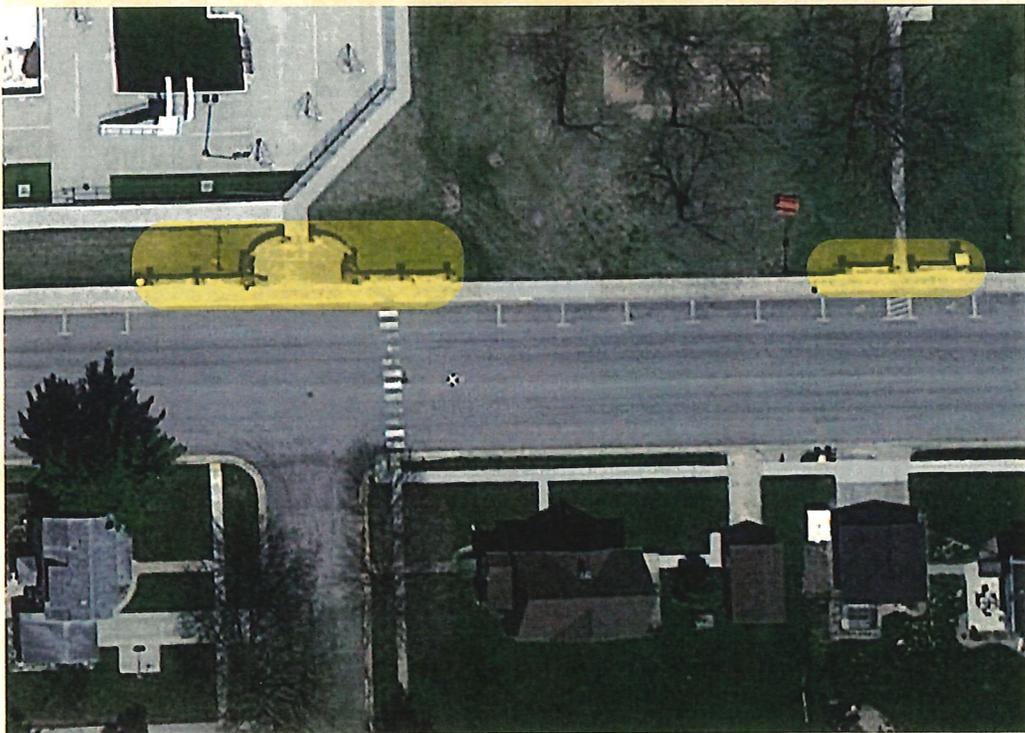
Submitted to: Ron Unger
Parks and Recreation Director
City of Kasson
401 5th Street SE
Kasson, MN 55944

Project: Tuck-pointing and Stone Repair
Kasson Aquatic Center
201 7th Street NW
Kasson, MN 55944

Building Restoration Corporation does hereby propose to furnish all of the necessary materials and to provide skilled labor to perform the enclosed listing of restoration services. Pricing is based on the ability to begin and complete the restoration in one operation. The prices listed include costs for all labor, materials, equipment, swing-stage rigging, aerial boom use, clean up of debris, and sales tax on materials.



Kasson Aquatic Center Historic Stone Walls and Pillars
Built 1938



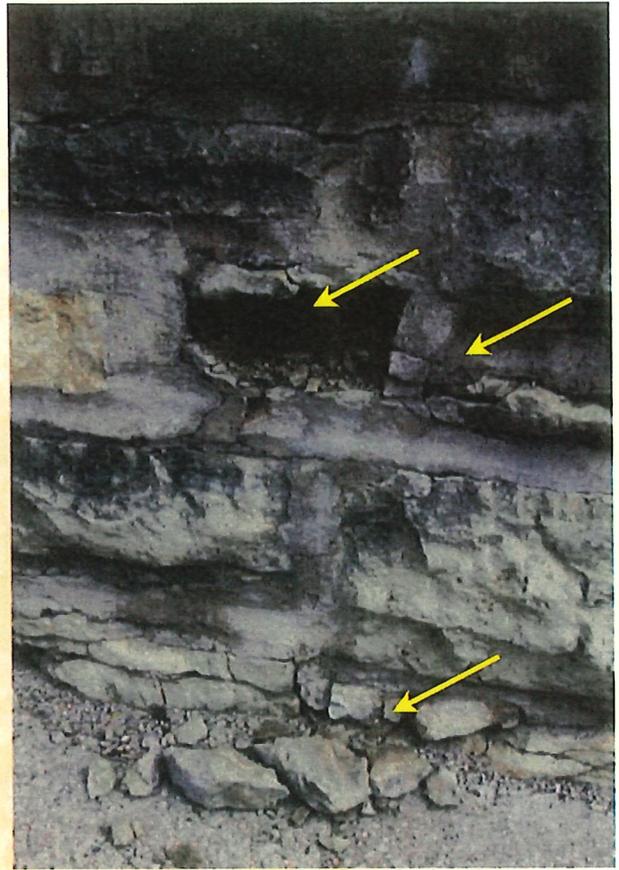
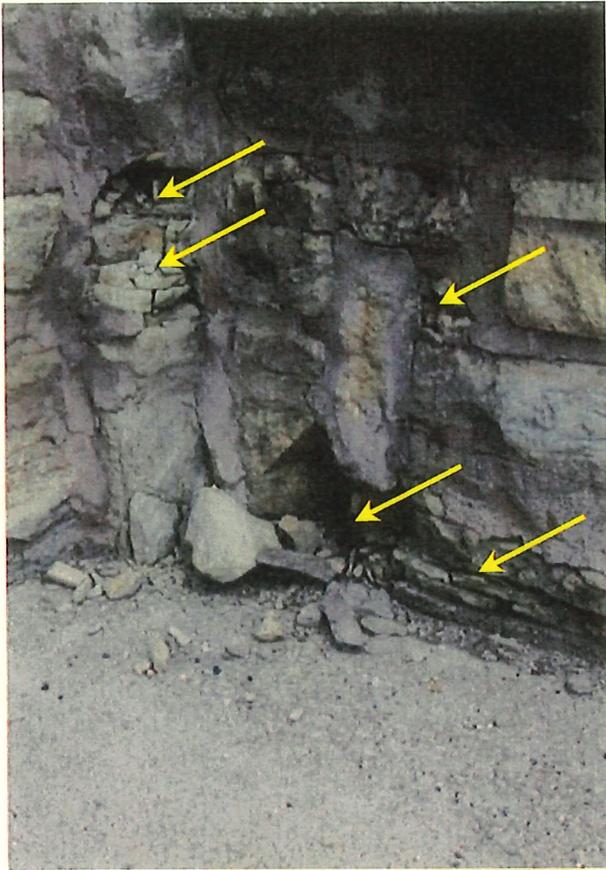


All mortar joints will be 100% solid cut and repointed across the entire structure.

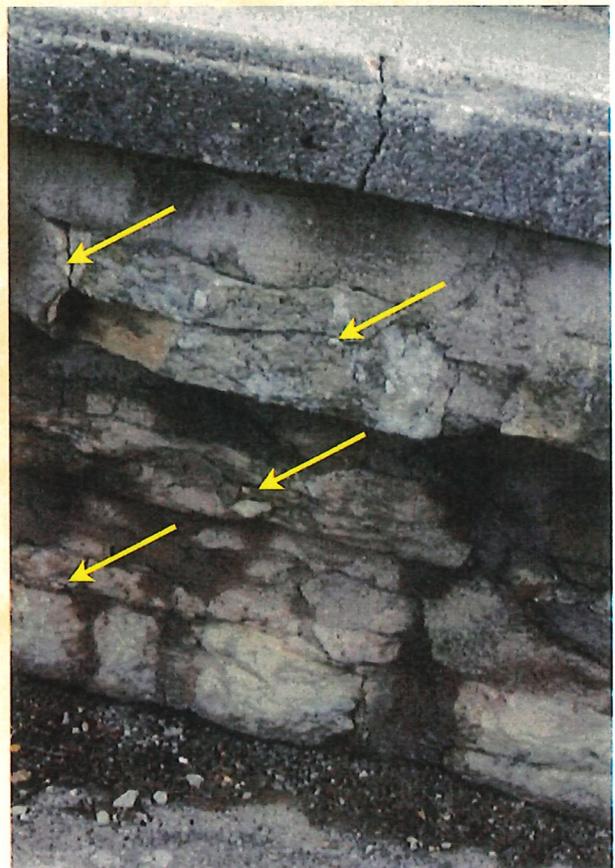
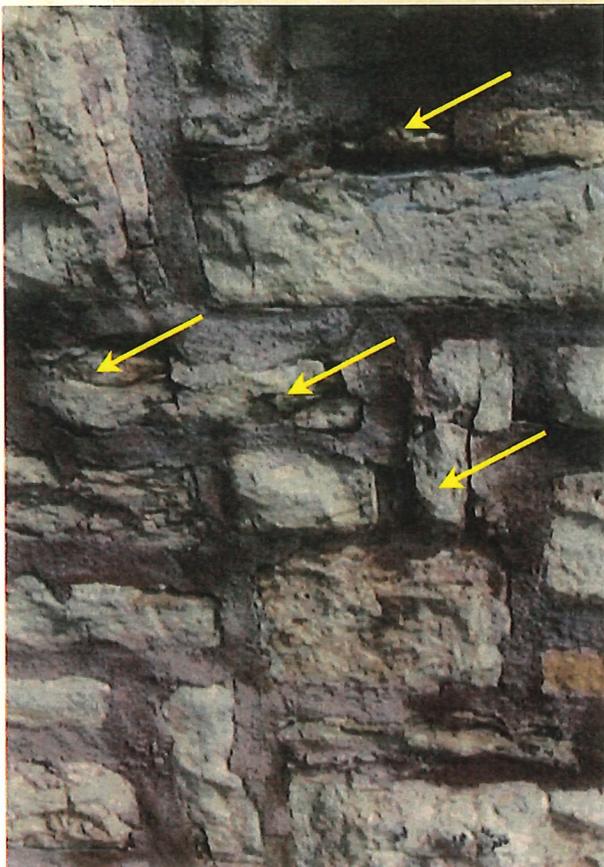
Mortar has either failed entirely or is beginning to deteriorate at all locations.



Some areas even appear to of been repointed at one time with a mortar that's too hard, not allowing for movement of the stone and causing spalls and cracks.



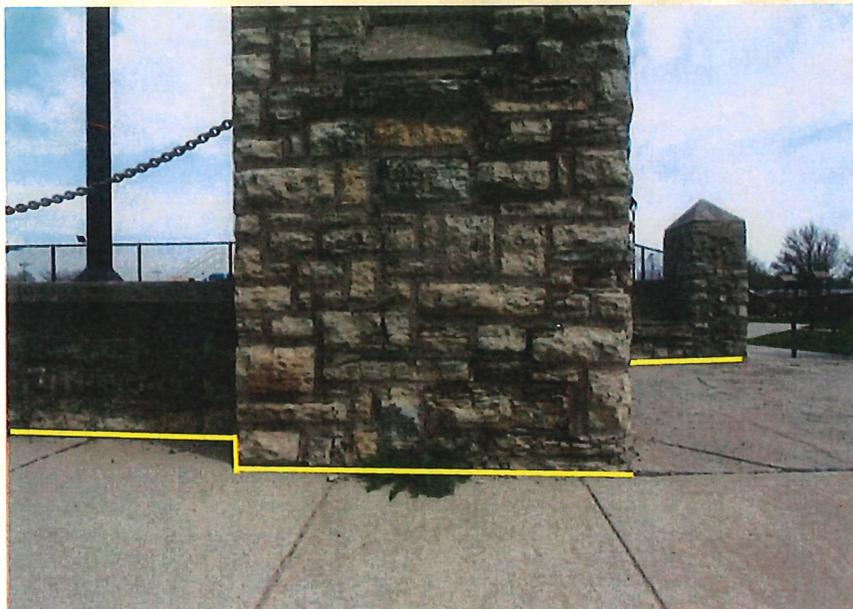
Multiple stone show severe deterioration and will require replacement.





Cracking and damaged stone caps along wall will be replaced with new concrete caps.

Specialized concrete caps at top of two towers are deteriorating and will be replaced with matching concrete caps.



Silicone sealant will be installed where the wall and walk meet at the entire structure.



After work is completed entire structure will be washed and a clear masonry sealer will be applied to help prevent water infiltration.



Kasson Aquatic Center Stone Entry

General Work Conditions	Quantity	Units	Unit Cost	Total
Mobilization job set up and insurance expense	1	Lump Sum	\$8,412	\$8,412
Job Trailer	45	Days	110	4,950
Foreman Truck	45	Days	61	2,745
Compressors, fuel, and hand tools	45	Days	72	3,240
Scaffolding set up	30	Man Hours	87	2,610
Scaffolding rental	20	Days	17.84	357
2 Dumpsters and 1 Porta-Potty	1	Lump Sum	948	948
Clean up and Demobilization	1	Lump Sum	3,952	3,952
Scope of Work	Quantity	Units	Unit Cost	Total
Tuck-pointing 100%	2,196	Square Feet	\$ 18	\$ 39,528
Stone Replacement	700	Square Feet	183	128,100
Replacing concrete cap pieces on walls	206	Square Feet	72	14,832
Replacing the specialized concrete cap at top of tall pillar	2	Each	1,123	2,246
Allowance to patch stone	40	Square Feet	166	6,640
Installation of sealant between walls and walk	148	Lineal Feet	18	2,664
Washing entire structure	2,196	Square Feet	1.15	2,525
Apply clear masonry sealer to entire structure	2,196	Square Feet	2.45	5,380
Total Cost:				\$ 229,129

Building Restoration Corporation offers the above listed restoration services as they relate to the enclosed drawings and specifications for your consideration. All work is to be performed in a substantial workmanlike manner. All tools, equipment and procedures shall follow the generally accepted restoration guidelines. All restoration work is to be performed by professional experienced tradesmen.

Building Restoration Corporation carries worker's compensation, automotive and public liability insurance in the amount of one million dollars. Building Restoration Corporation also carries a commercial umbrella policy in the amount of nine million dollars. We will gladly supply you with a certificate of said insurance naming you or your project as a certificate holder upon request.

This proposal is for work performed on the exterior facades only and does not include any work inside the building or below exterior grade. Prices include only those work items described and unless specifically listed, prices do not include any carpentry, window repair or replacement, concrete or asphalt repairs, painting, laboratory analysis of existing mortar, investigative work, landscaping, roofing repairs or any other work that is not individually listed on the repair costs price page.

The Building Owner is to provide their water, electricity, free and unobstructed access to building elevations, and an area to park our job site trailer and operate cement mixer. Building Owner/Buyer is to indemnify, defend and hold harmless Building Restoration Corporation against any loss or claim by the building tenants that the construction operations or scaffolding generated noise or dust which interferes with their business operations, or reduces their visibility, sales, profits, sleep or other claims.

We reserve the right to withdraw this proposal if it is not accepted within thirty days. Our payment terms are net 30 days on all monthly progress invoices if the length of the job exceeds one month. Full payment of all balances will be due upon your receipt of our final completion invoice. Interest in the amount of 1 % per month will be due and payable on all past due balance amounts.

The Scope of Work shall be solely restricted to the work described above and in the agreement between the parties, no evaluation or determination regarding the need for repair or structural integrity has been made by Building Restoration Corporation, nor has it provided engineering services. The Scope of Work and evaluation is restricted to the description above.



BUILDING RESTORATION CORPORATION

is a proud member of



Associated Builders & Contractors, Inc.
10193 Crosstown Circle
Eden Prairie, MN 55344
952-941-8693
www.abc.org



Greater St. Paul BOMA
332 Minnesota Street,
Ste. W2950
St. Paul, MN 55101
651-291-8888
www.bomasaintpaul.org



Minnesota Builders Exchange
1123 Glenwood Avenue
Minneapolis, MN 55404
612-377-9600
www.mbex.org



Greater Minneapolis BOMA
50 South Sixth Street, Ste. 1301
Minneapolis, MN 55402
612-340-9744
www.bomampls.org



Community Associations Institute
6402 Arlington Blvd., Ste. 500
Falls Church, VA 22042
703-970-9220
www.caionline.org



MCMCA - Minnesota Concrete & Masonry Contractors
1711 West County Road B
Suite 207 South
Roseville, MN 55113
www.mcmca.com



Institute of Real Estate Management
4248 Park Glen Rd.
Minneapolis, MN 55416
952-928-4664
www.irem.org



National Federation of Independent Business
380 Jackson Street #780
St. Paul, MN 55101
800-634-2669
www.nfib.com



National Trust for Historic Preservation
2600 Virginia Avenue NW Ste. 1100
Washington, DC 20037
202-588-6000
www.savingplaces.org



International Concrete Repair Institute
1000 Westgate Drive, Ste. 252
St. Paul, MN 55114
651-366-6095
www.icri.org



Hennepin History Museum
2303 Third Avenue South
Minneapolis, MN 55404
612-870-1329
www.hennepinhistory.org



Preservation Alliance of Minnesota
416 Landmark Center
St. Paul, MN 55102
651-293-9047
www.mnpreservation.org



Ramsey County Historical Society
323 Landmark Center
St. Paul, MN 55102
651-222-0701
www.rchs.com



Minnesota Historical Society
345 Kellogg Boulevard West
Saint Paul, MN 55102
651-296-6126
www.mnhs.org

Construction Agreement

BUILDING RESTORATION CORPORATION



1920 OAKCREST AVENUE SUITE 1
ROSEVILLE, MN 55113
PHONE: 612-789-2800
FAX: 612-789-2875

Submitted to Buyer:

Ron Unger
Parks and Recreation Director
City of Kasson
401 5th Street SE
Kasson, MN 55944

Work site location:

Construction
Agreement Date:

Kasson Aquatic Center
201 7th Street NW
Kasson, MN 55944

The parties agree that the work scope shall be the following items selected from BRC's proposal dated: 10/10/2019

General Work Conditions	Quantity	Units	Unit Cost	Total
Mobilization job set up and insurance expense	1	Lump Sum	\$8,412	\$8,412
Job Trailer	45	Days	110	4,950
Foreman Truck	45	Days	61	2,745
Compressors, fuel, and hand tools	45	Days	72	3,240
Scaffolding set up	30	Man Hours	87	2,610
Scaffolding rental	20	Days	17.84	357
2 Dumpsters and 1 Porta-Potty	1	Lump Sum	948	948
Clean up and Demobilization	1	Lump Sum	3,952	3,952
Scope of Work	Quantity	Units	Unit Cost	Total
Tuck-pointing 100%	2,196	Square Feet	\$ 18	\$ 39,528
Stone Replacement	700	Square Feet	183	128,100
Replacing concrete cap pieces on walls	206	Square Feet	72	14,832
Replacing the specialized concrete cap at top of tall pillar	2	Each	1,123	2,246
Allowance to patch stone	40	Square Feet	166	6,640
Installation of sealant between walls and walk	148	Lineal Feet	18	2,664
Washing entire structure	2,196	Square Feet	1.15	2,525
Apply clear masonry sealer to entire structure	2,196	Square Feet	2.45	5,380
Total Cost:				\$ 229,129

Building Restoration Corporation ("BRC") proposes to furnish and install the itemized restoration services described above, or in BRC's proposal in whole or in part, if mutually agreeable. Contact us immediately if you prefer to delete any individual work items contained in our proposal. The work scope described above is to be performed for the contract price of:

Two Hundred Twenty Nine Thousand One Hundred Twenty Nine **Dollars** **\$229,129**

Respectfully submitted, Building Restoration Corporation

BUYER'S AGREEMENT

The above work scope, costs and unit prices, contract Terms and Conditions contained herein and on the second page of this agreement, are hereby accepted. BRC is hereby authorized to perform the work as proposed. Payments will be made promptly.

Company

Authorized Signature

Accepted by BRC

Date

Title

Date

Construction Agreement Page 1 of 2

TERMS & CONDITIONS

1. **ACCEPTANCE** – This agreement is subject to acceptance by the Buyer within 30 days from Construction Agreement Date printed on the face of this agreement and is void thereafter at the sole option of BRC. Buyer is to sign this agreement and deliver it to BRC. A fully signed agreement will be returned to the Buyer. Any modifications to this agreement must be initialed and dated by both parties to be binding. Electronic or email confirmation of agreements must include both pages 1 & 2 of this agreement.

2. **INSURANCE** – BRC carries insurance in the following amounts:

a. Workers Compensation Statutory Coverage 100/500/100K

b. Comprehensive General Liability & Broad form Coverage:

(1) Bodily Injury	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
(2) Property Damage	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate

c. Comprehensive Automobile Liability:

Combined Single Limit \$1,000,000/Aggregate \$2,000,000

d. Commercial Umbrella Liability

Total Aggregate Limit \$9,000,000

3. **WARRANTY** – BRC warrants its completed work only in accordance with BRC's separate Guarantee Certificate.

4. **MATERIALS FURNISHED BY THE BUYER** – BRC shall not be responsible for ordering, unloading, storage or guarantee of the durability of any materials that are owned, purchased or furnished by the Buyer. Buyer understands that BRC is not responsible to guarantee performance of any existing building materials owned by Buyer and not replaced with new.

5. **BUYER'S RESPONSIBILITIES** – It will be the responsibility of the Buyer to clear out or remove all vehicles, stored materials, etc., to permit BRC complete and free access for its equipment, aerial lifts, scaffolding and swing stages to access the building surfaces so that all of the project area upon which BRC is to perform its work is to be ready and available. This may include permission and access from neighboring properties for their rooftops which Buyer warrants shall be provided. Buyer shall furnish at its expense such legal descriptions or survey services, if necessary, to obtain required government approvals and permits as needed for the project. The Buyer shall designate a person who shall be fully acquainted with the scope of the work, has authority to render decisions promptly, and furnish information expeditiously and approve changes in the scope of the work, etc.

6. **SCHEDULE** – The Buyer and BRC shall develop a schedule and the Buyer shall be responsible for making prompt selections and decisions to maintain the approved schedule. Once approved by BRC, the schedule shall not be shortened without BRC's consent. If project is behind schedule due to Buyer's or Architect's action or inaction, or due to Buyer's failure to make timely payments under this agreement, or due to governmental agency having delayed approval of permits, material samples, color schedules or shop drawings, or due to strikes, lockouts, acts of God, said lost time shall be added to BRC's scheduled date of completion without penalty. Buyer shall be liable for all costs incurred by BRC as a result of such delays and shall promptly reimburse BRC for all costs incurred including incidental and consequential damages. Time extensions shall also be granted by Buyer for the performance of extra or Change Order work as requested by BRC.

7. **PAYMENT TERMS** – BRC shall provide Buyer with monthly progress invoices. Buyer shall deliver to BRC's office by the 15th of the following month net cash payment for 100% of the invoiced amount without retainage. Any balances due that remain unpaid shall accrue interest at the rate of 1% per month, which shall be promptly paid by Buyer to BRC's office. BRC shall not be required to pick up checks from Buyer. These payment terms may be modified by supplemental terms if they are printed on page 1 of this agreement. BRC shall have the right, but not the obligation, to stop work or keep the worksite idle in the event payment is not made to BRC as required.

8. **FINAL PAYMENT** shall be delivered to BRC's office within 15 days of the date of BRC's final invoice. Final payment by Buyer waives all of Buyer's claims against BRC except warranty claims.

9. **ATTORNEY'S FEES AND VENUE** – In the event of default of this agreement, Buyer agrees to pay all costs and expenses of collection and enforcement of the terms of this agreement incurred by BRC, including court costs and all reasonable attorney's fees. Any disputes between the parties shall be venued exclusively in the State or federal courts of Minnesota.

10. **OVERTIME** – The contract price (Page 1 or the itemized costs) were determined on the basis of crews working at straight time during a normal 40 hour work week. No forced overtime will be worked unless BRC is ordered to do so by the Buyer in writing which shall also provide for the payment by Buyer of the additional costs for workers overtime premium pay, plus applicable insurance, payroll taxes, reasonable overhead and profit.

11. **CHANGE ORDERS** – If BRC is required to alter or add to the scope of work herein described, BRC shall receive sufficient notice to establish and execute in writing an agreed upon price prior to proceeding with such extra work. BRC shall not be obligated to perform extra work without a signed change order. BRC shall be provided a copy of all modifications that impact BRC's work. For delays in the work that are not caused by BRC there shall be an equitable adjustment in the contract price to allow for BRC's increased costs. If changes in the work are required to comply with local, state or federal laws, rules or regulations, the contract price shall be adjusted to allow for BRC's increased cost of providing such changes. Such changes shall include, by way of illustration and not limitation, compliance with EPA or MPCA regulations, city building inspection requirements or other governmental agencies having jurisdiction over the work, or temporary safety movement of high power lines.

12. **QUANTITY OF WORK ADJUSTMENTS** – Where this agreement specifies an estimated quantity of specific work items, the contract price shall be equitably adjusted by BRC up or down for deviations from the estimated quantity. In the event that additional work is needed beyond the quantity estimated by BRC's proposal, it shall generally be the Buyer's decision as to whether or not to proceed with additional quantity of work due to the additional costs involved. Where BRC has provided a unit price and an estimated quantity, the listed unit prices shall govern the calculation of the increased cost of the additional work. In the event that a lesser quantity of work is performed, BRC shall calculate the credit issued to Buyer in its sole discretion which may be at less than unit prices shown due to: unreturnable materials, restocking fees, rescheduling costs, and other related expenses.

13. **CONFIDENTIAL INFORMATION** – BRC's proposal and Construction Agreement contain confidential information which cannot be disclosed to BRC's competitors. BRC shall retain all ownership and proprietary rights in its proposals and the information contained therein. Without the prior written consent of BRC, the Buyer shall not use BRC's proposal for any purpose other than performance of this work by BRC and shall not reproduce or disclose any information pertaining to BRC or BRC's affairs such as but not limited to its unit prices, bid pricing details, technical, specification or proprietary information, to any person outside of its employ or at any public gathering. In the event of Buyer's non-acceptance of BRC's proposal or termination of this agreement, Buyer shall return to BRC, upon BRC's request, all BRC information including its proposals.

14. **ASSIGNMENT AND SUCCESSORS** – This agreement shall not be assignable by Buyer to others without BRC's specific written consent. All rights and obligations of Buyer, under this agreement, shall inure to the benefit of, and be binding upon, Buyer and Buyer's representatives, heirs, successors, and administrators.

15. **SUBCONTRACTING** – BRC reserves the right to assign or subcontract any part of this agreement.

16. **INDEMNITY** – Buyer shall indemnify, defend and hold harmless BRC, and its subcontractors against any loss or claim by the building tenants or occupants that the work being performed hereunder, the scaffolding and/or equipment, generate noise, dust or fumes, which interfere with their business operations or reduces their visibility, sales, profits, sleep or otherwise has adverse effects on them.

17. **MISCELLANEOUS** – BRC may have made oral statements or shown photographs with comments about the building or recommended work in BRC's proposal. Such statements do not constitute warranties, shall not be relied on by the Buyer, and are not part of this agreement. The entire agreement is embodied in this writing, which constitutes the final expression of the parties' intent, and it is a complete and exclusive statement of the terms thereof. This agreement supersedes and nullifies all prior oral and written representations. This agreement may be modified only by subsequent writing signed by both parties. Waiver by BRC of any provision hereof shall not constitute a waiver of other provisions, related or unrelated or waiver of Buyer's future compliance of such provision therewith and such provision shall remain in full force and effect.

18. **PRE-LIEN NOTICE** "(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."

BUILDING RESTORATION CORPORATION



1920 OAKCREST AVENUE SUITE 1
ROSEVILLE, MN 55113
PHONE: 612-789-2800
FAX: 612-789-2875

Buyer:
Ron Unger
Parks and Recreation Director
City of Kasson
4015 5th Street SE
Kasson, MN 55944

Project Location for Warranty:
Kasson Aquatic Center
201 7th Street NW
Kasson, MN 55944

Warranty Start Date:

WARRANTY PERIOD

FIVE YEARS

The Warranty Period shall begin upon the date of substantial completion of BUILDING RESTORATION CORPORATION'S (BRC) work at the site as stated above and continue for the period specified above.

WARRANTY

BRC hereby warrants its completed work against material and workmanship Defects, exclusive of fire, tornado, acts of God, vandalism, explosion, and normal weathering, wear and tear, for the Warranty Period. BRC only provides a Warranty for the following defined defects ("Defects") if they occur during the Warranty Period:

- Mortar joints come loose
- Mortar joints crumble
- Brick face spalling
- Brick face cracking
- Masonry anchors loosen
- Caulk joints splitting
- Caulk joints curling
- Caulk joints debonding
- Stone cracking
- Stone spalling
- Flashing cracking
- Flashing discoloring

EXCLUSIVE REMEDY

BRC's liability under this Warranty shall be, at BRC's option: a) Repair of the defective materials or workmanship; or b) Refund of the portion of the contract price paid by Buyer to BRC which BRC attributes to the defective work.

EXPRESS DISCLAIMER AND LIMITATION

Buyer agrees BRC shall not be liable for any other losses or damages, including but not limited to incidental or consequential damages, lost profits, lost sales, injury to person or property, miscellaneous costs or expenses. This Warranty shall be unenforceable unless BRC is notified in writing within sixty (60) days after the defect is noticed or should have been noticed and BRC is permitted to inspect any areas identified as defective by Buyer. BRC makes no other warranty, express or implied, and all warranties of merchantability or fitness for particular purpose are hereby disclaimed.

This Warranty supersedes any other warranties, guarantee, or presentations, written or oral, heretofore made with respect to BRC's workmanship and materials. This Warranty applies only to the materials and work installed by BRC and does not include any existing building materials, elements or materials furnished by Buyer or installed by Buyer or its agents. No Warranty is provided other than for those Defects listed above. This Warranty cannot be enforced against BRC unless the Warranty is signed by both parties and BRC has received full payment for work performed.

CUSTOMER WARRANTY ACCEPTANCE

I acknowledge receipt of this Warranty and accept it as the only Warranty provided by BRC

Company

Authorized Signature

Date

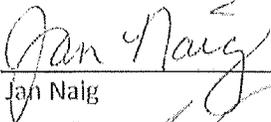
Title

Please return two signed copies to BRC for signature, after which a completed copy will be returned to you.

Insurance Agent of Record Bid
opened 11.8.2019

	2020	2021	2022
Stevenson Insurance	4%	5%	3%
Insurance Brokers	3900	3900	3900
North Risk Partners	4750	6,000	7,000

In attendance:


Jan Naig


Nancy Zawofski

Note #1 - If the percentages above were converted using the 2019 billing, the amounts would be \$4,893, \$3,670 + \$3,670

Note #2 - The 3rd bidder included this statement in their bid:
"This fee is in addition to the premium and may be in addition to commissions received from the insurance carrier. Although, we will advise the league the agency will not be taking any commission, including on Work Comp."

Based on last year's figures, the Commission on Work Comp would be \$2,853. per year.



TREE
CITY
USA

CITY OF KASSON

401 FIFTH STREET SE
KASSON, MINNESOTA 55944-2204
PHONE: (507) 634-7071
FAX: (507) 634-4737

MEMO

To: Mayor McKern and City Council Members

From: Nancy Zaworski

Date: November 22, 2019

Re: 2020 Fee Ordinance

Attached is the fee ordinance listing of fees for 2020. Changes already approved at prior Council meetings include the new seasonal rates for the ice arena and some new liquor rates. There are rate changes included relating to picnic shelter rental, cemetery rates, aquatic daily rate changes, and utility rate changes.

COUNCIL ACTION REQUESTED:

Approve 2020 fee ordinance.

**CITY OF KASSON
2019 FEE SCHEDULE (REFERENCE ORDINANCE)**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KASSON AS FOLLOWS:

Fees shall be hereby established:

ADMINISTRATIVE FEES:

Copies	\$.25 per page – 8 ½ x 11 (black & white)	
	\$.75 per page – 11 x 17 (black & white)	
	\$.50 per page – 8 ½ x 11 (color)	
	\$1.00 per page - 11 x 17 (color)	
	Folding machine: .10 per page	
NSF's, Closed Accounts, Stop Pays	\$30.00 per check	
Duplicate Meeting Tapes	\$3.00 per tape	
Special Assessment Search	\$25.00	
Administrative Fee	\$50.00	
Notary Public	\$1.00 (State Law)	
Copy of City Code	actual cost	
Copy of Zoning Code only	actual cost	
Duplicate License/Permit, any type	\$10.00	
Mileage Reimbursement	IRS rate	
Maps	\$5.00	11 x 17 Maps
	\$10.00	2 ½ x 1 ½ ft. Maps
	\$25.00	Wall Maps
City Hall Room Rentals	\$25.00	Council Chambers
	\$15.00	Mini-Conference Room
	\$25.00	Key Deposit
	No Charge	Non-Profits
Library Community Room	No Charge	Non-Profits
	%	All Others
Late Charge on Invoiced Amounts To Developers	.75% monthly if not paid within 30 days.	

CREDIT CARD PAYMENT POLICIES

PRIVACY POLICY: *"We respect and are committed to protecting your privacy. We will not sell your personally identifiable information to anyone."*

SECURITY POLICY *"Your payment and personal information is always safe. The Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet."*

REFUND POLICY: *The City of Kasson has a NO REFUND Policy.*

POLICE SERVICES

Department Accident Reports	\$10.00
Vehicle Impoundment Fee	Cost of impoundment + \$10.00/day
Criminal History Check	\$10.00 per check
PBT (Preliminary Breath Test)	\$20.00 per week
Patrol Unit (FEMA – disaster)	\$65.00/hour + 25.00/person
Reserve Officer	actual cost

96.01*	Fair Housing; Rental Housing	
	Base fee 3 housing units or less	\$15
	Base fee 4 to 8 housing units	\$20
	Base fee 9 or more housing units	\$25
	Plus \$10 for each rental unit*	

*Rental unit fee waived, if crime free multi-housing Gold Certificate is attached.

If application for renewal is not made prior to the expiration of the certificate, an additional fee of \$2.50 per day shall be charged for each day thereafter up to 20 days or until the application is filed, whichever occurs first.

Animals

90.22*	Animal Lifetime License	\$25.00 per animal
	Dog Impound – with license	Cost of Impound
	Dog Impound – without license	Cost of Impound plus \$50.00
	Cat Impound – with license	Cost of Impound
	Cat Impound – without license	Cost of Impound plus \$50.00
	Tag Replacement	\$10.00
	Dangerous Dog	\$100.00 annually
	Kennel (more than 3 dogs or cats)	\$250.00 annually

BUILDING PERMIT FEES

150.05* **Homes & Other Construction**

Valuation of Structure

\$1-\$2,000	\$90.25	
\$2,001-\$25,000	\$90.25	1st \$2,000 plus \$11.40 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001-\$50,000	\$352.45	1st \$25,000 plus \$6.12 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001-\$100,000	\$505.54	1st \$50,000 plus \$5.39 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001-\$500,000	\$775.04	1st \$100,000 plus \$4.31 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001-\$1,000,000	\$2,499.84	1st \$500,000 plus \$2.81 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$4,330.34	1st \$1,000,000 plus \$2.81 for each additional \$1,000 or fraction thereof
	State Surcharge	.0005 x Valuation
	Plan Review Fee	65% of Building Permit Fee
	Reinspection Fee	\$60.00
	Plumbing Permit	\$60.00
	Mechanical Permit	\$60.00
	Siding Permit	\$100.00
	Windows Permit	\$100.00
	Sump Pump Permit	\$100.00
	Permit Extension	\$60.00
150.07*	Permit Research	\$60.00

Mobile Homes

Installation Permit \$250.00

Roofing Construction

Shingling Permit \$100.00

Reissue of Expired Permit Equal to original permit fee

Failure to Obtain Permit \$150.00 or a sum equal to two times the building permit fee applicable to the project, whichever is greater

CONSTRUCTION FEES:

Occupancy Permit	\$50.00
Street Elevations Determination	\$50.00
Curb Cut	\$50.00
Sidewalk Replacement Program	no charge
Soil Boring	\$50.00
Excavations	\$50.00
Gasoline Storage	\$100.00
Demolition	\$250.00
Demolition Permit Deposits	\$2,500.00

LAND USE FEES:

General Development Plan	\$300.00	& engineering
Preliminary Plat	\$300.00	+ \$20/lot & engineering
Final Plat	\$300.00	+ \$20/lot & engineering
Minor Subdivision	\$300.00	
Variance	\$300.00	
Rezone	\$400.00	
Street Vacation	\$250.00	
Conditional Use Permit	\$300.00	
Annexation	Less than 1 acre	\$350 + costs
	1-10 acres	\$350.00 + \$20.00/acre
	11+ acres	\$650.00 + \$2.00/acre
Site Plan Review		\$2,000.00
Planned Unit Development		\$300.00 + \$20/lot & engineering
Appeal		\$150.00

ADDITIONAL FEES: (include by are not limited to)

Parkland Dedication Allowance	10% of Value	\$8,000/acre estimated value
Net Revenue Loss Fee	110% of NRL Pmt	\$2,090.00/lot estimate
Substandard Road Fee		(for future discussion)
Engineering Costs		Actual
Certified Building Official		56.64 per hour
Building Official Consultant		56.64 per hour
Building Field Inspector		56.06 per hour
Clerical/Secretarial		37.15 per hour
Attorney		\$145.00 per hour
Mileage		IRS rate
Other Expenses		At Cost

LICENSE & PERMIT FEES:

110.23*	<u>Alcoholic Beverages</u>	<i>Maximum Set by State</i>
	3.2% Malt Liquor, Off-Sale	\$100.00
	3.2% Malt Liquor, On-Sale	\$100.00
	Consumption or Display	\$200.00
	Intoxicating, On-Sale	\$1,000.00
	Buyer's Card	\$20.00
	Club Intoxicating, On-Sale	\$300.00 - under 200 members
		\$500.00 - 201 to 500 members
		\$650.00 - 501 to 1,000 members
		\$800.00 - 1,001 to 2,000 members
		\$1,000.00 - 2,001 to 4,000 members
		\$2,000.00 - 4,001 to 6,000 members
		\$3,000.00 - over 6,000 members
	Wine	\$200.00
	Malt Liquor Off-sale	\$200.00
	Microbrewery/Small Brewer/Brewery/Brewpub	\$200.00
	Distillery/Winery	\$200.00
	Wine ID Card Application	\$5.00
	Investigation	\$100.00
	Sunday Liquor License Applic	\$200.00
	Public Consumption	\$100.00 per event
113.08*	<u>Adult Establishment</u>	\$4,000 per year
111.21*	<u>Amusements</u>	
	Mechanical Amusement Devices	\$15/location + \$15/machine
111.04*	<u>Charitable Gambling</u>	
	Investigation	\$100.00 per state statute
	<u>Fireworks</u>	
	Fireworks Displays	\$50.00
112.06*	<u>Peddlers & Solicitors</u>	
	For-Profit	\$50.00 per person, good for up to 90 days
	Non-Profit	No Charge, but must register
111.43*	<u>Pool Halls & Bowling Alleys</u>	
	Pool Hall	\$10.00 for each table
	Bowling Alley	\$10.00 for each alley
51.43*	<u>Refuse Hauling</u>	
	Hauler's Permit	\$500.00 flat fee, each company

PARK & REC FEES:

Vets Park Pavilion Rental	\$40.00/block of time/designated shelter
Lions Park Pavilion Rental	\$20.00/block of time/designated shelter
Adult Basketball League	\$10 per participant*
	*Subject to change if school increases gym fee
Adult Softball	\$300.00 per team
Adult Volleyball	\$100.00 per team
Ball Field Maintenance	\$25.00 per hour

Aquatic Center Rates

Season Passes:

Family Pass	Kasson resident	\$180.00 (Up to 4 people)
	Paid Prior to March 1	\$170.00 (Up to 4 people)
	Non-resident	\$210.00 (Up to 4 people)
	Paid Prior to March 1	\$200.00 (Up to 4 people)
		Each additional person \$ 40.00
Single Pass	Kasson resident	\$80.00
	Paid Prior to March 1	\$70.00
	Non-resident	\$95.00
	Paid Prior to March 1	\$85.00

Daily Fees:

Daily Lap swim	\$2.00/person
Season Lap Swim Pass	\$40.00
Individual Daily Fee	\$6.00
Passbooks:	
10 Daily Passes	\$55.00
20 Daily Passes	\$110.00

Red Cross Lessons:

	\$45.00/participant
Private Lessons:	\$65.00/participant
(Set up with A.C. Manager)	

Tiny Tot Lessons:

	\$20.00/ participant
Parent/Tot Swim: Daily Fee	\$2.00/child (no charge for parent)
Season Pass	\$20.00/child

Swim Team:

\$40.00/participant (no transportation)

Water Fitness programs:

\$25.00 facility fee for 50 minute class times during designated available times

Aquatic Center Facility Rental:

Non-refundable deposit	\$50.00 (required two weeks prior to event)
3 Hour rental	\$250.00 (Deposit is applied to this fee)

Funbrella Rentals 3 hrs:

Non-refundable fee	\$50.00 (required two weeks prior to event)
(The daily swim fee is charged for any swimmers who do not present a pass.)	

PARK & REC FEE

Ball Field Rental \$30.00/field/day

Ball Field Maintenance \$15.00/hour

Veterans Memorial Park Concession rental \$250 damage deposit/ \$25.00 per day
Electric Hook-up stand-alone concession trailer \$25.00 per day

PUBLIC WORKS FEES:

Picnic Table Rental	\$20.00 deposit per table, \$400 maximum
Barricades Rental	\$10.00/each/day (undelivered)
Weed/Long Grass Eradication	\$100/hour (person + equip, min.1 hr)
Jet Rodder & Operator	\$70/hour + \$35/person
Loader & Operator	\$70/hour + \$35/person
Street Sign Installed	\$70/hour + \$35/person
Sweeper & Operator	\$70/hour + \$35/person
Line Truck & Operator	\$90/hour + \$45/person
Snow Removal from Sidewalks	\$100/hour (minimum 1 hour)

CEMETERY FEES

97.04*	Grave Prices-per site	\$500.00
	Cremation only graves-per site	\$500.00
	2 nd Cremation on single grave space	\$250.00
	½ Lot – 4 graves	\$2,000.00
	Full Lot – 8 graves	\$4,000.00
	Locating of monuments/markers (Required)	\$50.00

<u>Burial – Open & Close</u>	<u>Weekday</u>	<u>Weekday</u>		<u>Saturday</u>	
		<u>Winter</u>		<u>Saturday</u>	<u>Winter</u>
No Sundays/Holidays					
Conventional	\$625.00	\$800.00	\$775.00	\$950.00	
Cremation	\$375.00	\$425.00	\$525.00	\$575.00	
All opening and closings after 5:00 p.m. additional \$150.00					
Oversized Vault Charge \$150.00					
Winter Rates Effective Nov 15 thru April 15					

Vault Storage Fee (winter) \$50.00/Month

DODGE COUNTY ICE ARENA

Winter	Cost	# of participants
DCYH	\$180/ hr	Varies
DCHS	\$180/ hr	Varies
RYHA	\$180/ hr	Varies
RJH	\$180/hr	Varies
Adult league	\$1900/ team	Varies
Junior Practice ice	\$100/hr	Varies
Junior Game ice	\$180/ hr	Varies
Open Skating	\$5 admission	Varies
Skate Rental	\$1/ pair	Varies
Open Hockey	\$5 admission	Varies

Spring	Cost	
Freestyle FS	\$5 admission	Varies
Open Hockey	\$5 admission	Varies
Open Skating	\$5 admission	Varies
Skate Rental	\$1/ pair	Varies
Weekend ice	\$100/ hr	Varies
AAA Hockey	\$125/ hr	Varies
District 9	\$180/ hr	Varies
USA Hockey	\$180/ hr	Varies

Summer	Cost	
DCYH	\$150/ hr	Varies
DCHS	\$150/ hr	Varies
Learn to Skate	\$25/ child	Varies
Novice	\$10 admission	Varies
Best of 5	\$8 admission	Varies
Bromberg	\$150/hr	Varies
Ice Rental	\$150/ hr	Varies
AAA Hockey	\$125/hr	Varies
Open Skating	\$5 admission	Varies
Skate Rental	\$1/ pair	Varies
Ice Rental wkday	\$150/ hr	Varies

Fall	Cost	
DCYH	\$150/ hr	Varies
DCHS	\$150/ hr	Varies
Girls 4 on 4 League	\$130/ hr	Varies
SME Elite	\$150/hr	Varies
District 9	\$180/ hr	
Viper Practice ice	\$100/ hr	Varies
Viper Game ice	\$180/ hr	Varies
Open Skating	\$5 admission	Varies
Skate Rental	\$1/ pair	Varies

Others	Cost
Lease of Wall space	Varies per size and duration
Pro shop	Varies on items
Concession rental/Liquor conc	20% of net profit

FIRE SERVICES

Twp Fire Protection Agreements

\$81.90 per parcel

The information below will be entered into the comment field of the NFIRS Fire Reports as applicable. These codes will be used by the City of Kasson to generate an invoice for services rendered.

The City has full discretion to modify the bill as needed.

If this is a FEMA Disaster we will utilize the FEMA Pay Schedule.

All hourly rates will be under the assumption that they were used for the full time of the call.

Kasson Fire will not itemize usage per item on an hourly basis.

(Example: if we use a Ventilation Fan for 1 hour but the call was for 3 hours the billing for the fan will be for the full call time of 3 hours. During a call, the Kasson Fire Fighters cannot and will not assign time tracking equipment. Unless otherwise stated on the Fire Report.)

100 Rescue Vehicle - \$150 initial /\$50hr after

105 Air pack - \$10

110 Spare Bottle - \$5

115 Thermal Cameras - \$75

120 Saws -\$15

125 Tools - \$10

130 CO/Gas Monitor - \$50

135 Lift Bags/Cribbing - \$20

140 Electric Winch - \$20

145 Generator/Portable Power - \$25hr

150 Lights -\$25hr

155 Floor Dry - \$25 ½ bag

160 Fire Extinguishers - Refill Price

165 Ladders - \$10

170 Blankets - \$5

175 Ropes – Boarding up Full Cost

180 Extrication Tools (Jaws) \$100

200 Pumper 1 - \$200 initial / \$100 after

210 Exterior hose \$30/section, Interior hose \$20/section

220 Speed Lays - \$100

230 Foam- \$100

240 Foam Sticks \$15

250 Ventilation Fans - \$20hr

260 Road Cones -\$10

300 Pumper 2 -\$200 initial /\$100hr after

400 Ariel Ladder Truck -\$250 initial /\$100hr after

500 Tanker 1 -\$50 initial, \$25hr after

550 Water \$2.54 per 1000 gallons

600 Tanker 2 - \$50 initial, \$25hr after

700 Grass Rig -\$100

710 Indian Packs \$25 each

720 Blowers - \$20hr

730 Swatters / Brooms -\$10 each

800 Utility Vehicle or

Transport Firefighters \$25

900 Damaged Equipment – Varies

950 Drug Lab Standbys -\$1000

1000 Staffing per person -\$10hr

1500 Hazmat/Decontamination Full cost

1700 Tripod / Rescue /

Entrapment - \$100hr

1900 EMR Vehicle (MVA Only) \$250

2000 Cancel in route or

similar CO calls \$250 minimum.

*Major Incidents City will
cap vehicle charges @ 4+hrs

2019 FEE SCHEDULE

ELECTRIC

		Oct-May	June-Sept
Base Rate: \$14.00/month	Residential Energy	0.105	0.12
\$14.00/month	All Electric Resid. Energy	0.09	0.108
\$22.00/month	Small Commercial Energy	0.109	0.125
\$50.00/month	Large Commercial Energy	0.062	0.068
	Large Commercial Demand	\$11.60	\$14.00

Customers with a demand reading between 25 kW and 50 kW monthly have the annual option to select their commercial rate class.

Bi-Directional Meter	\$22.44 per month
Street Security Light	\$10 per month
Conservation Improvement Program Fee	3.00%
Wind Power:	1 unit: \$2.69; 2 units: \$5.39; 3 units: \$8.08

Deposits	\$115.00 – residential (non-owners)
	\$180.00 – commercial (non-owners)

Service Fee	\$50.00	7:00 AM-5:00 PM
	(No reconnections after business hours)	

Electrical Meter	Actual cost of the meter
Electric Installation	\$220.00 per lot in residential subdivisions

*In commercial and industrial areas, the owner shall assume and be solely responsible for 50% of the total cost of the materials for the installation of the electric service including transformer. The owner shall provide the current transformer cabinet and access to the meter. The City shall supply current transformers and meter socket at the City's expense. The owner shall be responsible for supplying and installing service conductors to the transformer in accordance with the state electrical code. The owner shall provide the material for service connections. The City of Kasson shall make all connections.

Estimated Meter Reading	\$110.00 per month after two consecutive estimates
-------------------------	--

Miscellaneous

110.0*	Pole Rental	\$10.00 per pole
	Antenna Rental	Per contract basis

Co-Generation Fees

Refer to: Municipal Distributed Energy Resource Interconnection Process

Rates adjusted per outcome of electric rate study. For publication August 3, 2017.

Water

HOUSEHOLD USE ONLY

No sewer or water credits shall be given for pool filling, lawn and garden watering, and residential car washing, etc. Homeowners are encouraged to install a 2nd meter to avoid sewer charges for outside use.

53.020*

Residential Base Rate \$9.18/month (Regardless of usage)	Usage rate:	0 -5,000	\$3.57/1,000
		5,001 -10,000	\$4.47/1,000
		Above 10,001	\$5.59/1,000

Additional Meter Base Rate \$4.59/month \$5.59/1,000

Commercial Base Rate \$17.99/month (Regardless of usage)	Usage rate:	0 -10,000	\$3.57/1,000
		10,001 -100,000	\$4.47/1,000
		Above 100,001	\$5.59/1,000

Deposits	\$95.00 – residential (non-owners)
	\$95.00 – commercial (non-owners)
Safe-Drinking-Water Connection	Set by MN State Health Department
Meters – new construction	Actual cost of the meter
Meters – replacement	No charge (unless frozen)

Water Access Charge	\$1,000.00 per acre (Due at Final Plat)
Connection	\$1,200.00
Service Fee	\$50.00 - during business hours 7:00 AM-5:00 PM (No reconNECTIONS after business hours)

Tapping	\$200.00; \$1,000 if no inspection performed
Estimated Meter Reading	\$100.00 after two consecutive estimates
Metered Bulk Water	\$11.80 per 1,000
Special monthly flat fees:	KM High School hydrant: \$10.90 Dodge County Fairgrounds: \$59.50

Sewer

53.084*	Base Rate \$33.29/month (Regardless of usage)	Usage rate:	\$6.27/1000 gallons
	Special monthly flat fees:	Dodge County Landfill	\$30.88
		Dodge County Admin building	\$37.35
Sewer Access Charge Connection	Due at Final Plat		\$1,000.00 per acre
	Single Residence		\$2,450.00
	Condominiums		\$2,450.00 per unit
	Multiple Dwellings		\$2,450.00 for 1 st unit + \$160.00 for each additional unit
	Mobile Homes		
	Privately Owned Park		\$1,600.00 for 1 st unit + \$110.00 for each add'l unit
	Park w/Public System		\$1,600.00 per unit
	Other Mobile Homes		\$1,600.00 per unit
	Campgrounds		\$1,100.00 for 1 st unit + \$110.00 for each additional unit
	Commercial		\$2,750.00
	Industrial		\$2,450 for each 10,000 gallons of usage
	Tapping Inspection		\$100.00

Storm Water

52.03* REF Base Rate \$14.80/month

Groundwater Drainage Systems Inspection \$50.00 (new construction only)

53.124* Sump Pump Surcharge \$100 per month



TREE
CITY
USA

CITY OF KASSON

401 FIFTH STREET SE
KASSON, MINNESOTA 55944-2204
PHONE: (507) 634-7071
FAX: (507) 634-4737

MEMO

To: Mayor McKern and City Council Members
From: Nancy Zaworski
Date: August 22, 2019
Re: Snow Hauling Proposal

The City opened bids for snow hauling. Only one bid was approved. The bid offered was \$115.00 from Swenke Ims.

COUNCIL ACTION REQUESTED:

Approve snow hauling proposal from Swenke Ims.

PROPOSAL FOR LEASE AND RENTAL OF EQUIPMENT

CITY OF KASSON

PUBLIC WORKS DEPARTMENT

Proposal of: Svenne Tms Contracting, LLC
Name
103 1/2 W Main St
Address
Kasson, MN 55944
City/State/Zip

to furnish and deliver the equipment herein described, together with operators, all fuel, lubricants, supplies, repairs and incidentals necessary for the operation thereof in accordance with the provisions of this form for use by the CITY OF KASSON for which proposals will be received at the office of the City Clerk at 401 5th St SE, Kasson until Noon on the 20th day of November, 2019.

FOR SPECIAL PROVISIONS, SEE ATTACHED SHEETS

TO THE COMMON COUNCIL, CITY OF KASSON:

Council members:

I, the undersigned hereinafter called the owner, hereby agree to lease and rent to the City of Kasson, hereinafter called the City, the equipment herein described subject to the conditions herein specified, for the consideration named in the schedule of prices; and further agree that if an award is made upon the bid, or bids submitted herein, that this form shall become the agreement of the lease and rental of said equipment upon its execution by the City Council.

GENERAL PROVISIONS

- The City of Kasson does not guarantee any minimum period of rental for any of the equipment listed in this proposal and therefore no adjustments of rental rates specified in the "SCHEDULE OF PRICES" will be made because of any deficiency in rental period from that stated in the "NOTIFICATION OF AWARD" as an expectancy of operation.
- The City will pay to said Lessor the rental or rentals accumulated for a period not longer than a calendar month, according to the rates set forth in the "SCHEDULE OF PRICES". Said rentals so earned shall be for the actual numbers of hours operated depending upon the unit of payment denoted in the "SCHEDULE OF PRICES".
- The Lessor shall at his sole cost and expense carry and maintain public liability and property insurance protecting the City against any and all claims of any kind or character whatsoever arising from damage, injury, or death to persons or property caused by or from the operation and use of said equipment or occurring during any authorized move or transportation of equipment from one project to another. A certificate of insurance shall be submitted with this proposal demonstrating such coverage for the full life of this proposal.
- The Lessor does hereby release and agrees to save harmless the City, its agents, and employees from any and all claims of any kind or character whatsoever arising from damage, injury, or death to persons or property, including the property, equipment and the employees of the Lessor, caused by or from the operation and use of said equipment or occurring during any authorized move or transportation of equipment.
- No payment shall be made for time consumed in moving equipment to and from the site of work or for moving equipment from one site to another.

- The equipment to be furnished under the terms of this proposal shall be in first class mechanical condition so as to produce satisfactory results. The equipment must be maintained in proper working order throughout the period of this agreement.
- This proposal and agreement is subject to the following "SPECIAL PROVISIONS".

SPECIAL PROVISIONS

- All Contractors must adopt a Substance Abuse Policy according to Federal Regulation #49 CFR Part 382 and provide a copy of their policy to the City.
- In the event an award is refused by the low bidder because of non-availability at the time and place stated, the City will notify the next low bidder, etc.
- Operators of all equipment including trucks will be furnished by the owner subject to approval by the City. Hourly rates shall be for machine only. Hourly rate for operators shall be listed separately.

The rental period covered by this proposal extends from January 1, 2020 to December 31, 2020.

- The City Council reserves the right to exercise its judgment in case of identical bid rates, determining the sequence of award based on age and condition of equipment.
- This proposal must be signed below in ink by the owner of the equipment; if a single individual – by him; if a partnership – by all of the members; if a corporation – by either the President or Vice-president and the Secretary-Treasurer and these signatures must be those of two different individuals.
- In witness thereof, the parties hereto have hereunto set their hand and seals the day and year hereinafter written.

Dated this 21st day of October, 2019.

Signed: _____

Name

President

Title

Name

Title

CITY OF KASSON:

Mayor

City Clerk

Date

DESCRIPTION OF TRUCKS

SNOW REMOVAL

The following information must be furnished by the bidder for each truck he/she proposes to furnish:

Bidder's Unit Number	T78	T81	T82
Manufacturer	Peterbilt	Sterling	Western Star
Model	567	Quad Dump	Quad Dump
Serial Number	INPLLVEXJJDY110323	2FZSA2DCT7AX59101	5KKSANVDOELF23858
Year Manufactured	2018	2007	2014
License Number			
Year of License	2019-2020	2019-2020	2019-2020
Load Capacity	13 yards	13 yards	13 yards
Hourly Rate: Truck	\$ 90.00	\$ 90.00	\$ 90.00
Hourly Rate: Driver	\$ 25.00	\$ 25.00	\$ 25.00
Comments:			

**SUBSTANCE ABUSE POLICY AGREEMENT
WITH
INDEPENDENT CONTRACTORS OF THE EMPLOYER**

City of Kasson
Name of Employer

AGREEMENT

I, the undersigned owner or principle of Sweene Trms Contracting, LLC (Contractor), an independent contractor performing work for the Employer named above (Employer), hereby certify that I will require all employees of the Contractor who perform safety-sensitive work on the Employer's commercial vehicles to submit to the provisions of the Employer's Substance Abuse Program for Commercial Drivers or to conduct a program that meets all the requirements the federal regulations at 49 CFR Part 382.

The undersigned Contractor must initial Option 1 or 2 as appropriate:

_____ OPTION 1. As an owner or principal of an independent contractor, I agree to have all Contractor employees who may perform safety-sensitive functions on the Employer's commercial motor vehicles included in the Employer's Substance Abuse Program for Commercial Drivers. I agree to provide the Employer with the names and social security numbers of all employees to whom the Regulations apply and to require pre-employment drug and alcohol testing of new employees who may perform safety-sensitive functions on the Employer's commercial motor vehicles. I further agree to assist the Employer in carrying out the provisions of the Regulations as they apply to the Contractor and employees of the Contractor.

If Option 1 is initialed, one of the following must also be initialed:

_____ The Contractor agrees to follow the Substance Abuse Policy of Employer and to bear all costs relating to substance abuse counseling and treatment of Contractor's employees to the extent that such costs would be paid by the Employer for the Employer's employees.

_____ The Contractor has adopted a Substance Abuse Policy applying to Contractor's employees and a copy is attached hereto.

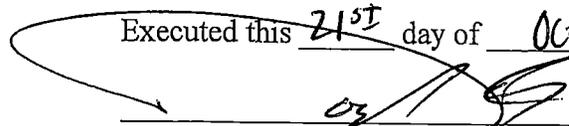
If Option 1 is initialed, one of the following must also be initialed (this choice must be agreed to by the utility):

_____ The Employer agrees to pay costs of substance abuse testing, education, and training for contractor and Contractor's employees required under the Employer's Substance Abuse Program for Commercial Drivers.

_____ The Contractor agrees to reimburse the Employer for each drug or alcohol test required of the Contractor or Contractor's employees under the Employer's Substance Abuse Program for Commercial Drivers at a cost of \$ 30.00 per test.

2A OPTION 2. As an owner or principle of an independent contractor, I certify that all Contractor's employees who may perform safety-sensitive functions on the Employers commercial motor vehicles are included in The Consortium Substance Abuse Program for Commercial Drivers through our direct participation in The Consortium. I understand that the Contractor or Contractor employee whose test is verified as positive by the program MRO, or a confirmed alcohol test of 0.04 or greater, is prohibited from performing safety-sensitive functions for the Employer.

_____ OPTION 3. As an owner or principle of an independent contractor, I certify that all Contractor's employees who may perform safety-sensitive functions for the Employer are included in a substance abuse program that meets the requirements of 49 CFR Part 382 and a copy of the program has been attached hereto. I understand that the Contractor or Contractor employee whose test is verified as positive by the MRO, or has a confirmed alcohol test of 0.04 or greater, is prohibited from performing safety-sensitive functions for the Employer.

Executed this 21ST day of October, 2019


Independent Contractor

Certificate of Compliance

Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry. A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number	Alternate telephone number
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Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.)

DBA ("doing business as" or "also known as" an assumed name), if applicable

Business address (must be physical street address, no P.O. boxes)	City	State	ZIP code
County	Email address		

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent)

Policy number	Effective date	Expiration date
---------------	----------------	-----------------

I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see www.mn.gov/commerce/industries/insurance/licensing/self-insurance.)

2. I am not required to have workers' compensation insurance because:

- I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)
- I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)
- I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name

Applicant signature (required)	Title	Date
--------------------------------	-------	------

If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.

**SUBSTANCE ABUSE POLICY OF THE EMPLOYER
REGARDING
INDEPENDENT CONTRACTORS

DEPARTMENTS AND AGENCIES**

City of Kasson
Name of Employer

POLICY

Independent contractors and their employees not subject to the substance abuse policy of the above named employer (Employer) who are involved in safety-sensitive functions with commercial motor vehicle for the Employer shall comply with the regulations imposed by 49 CFR Part 382 (Regulations). If a drug or alcohol test of a contract employee not subject to the employee policies of the Employer is verified by the MRO as positive, or a confirmed alcohol test of 0.04 or greater, the substance abuse policy of the contractor shall apply. If the employer does not have a written substance abuse policy, the Employer's substance abuse policy shall apply; however, the Employer is not liable for any expenses related to substance abuse counseling and treatment. The person testing positive for drugs or alcohol shall not perform work for the Employer that is covered by the Regulations, except by the recommendation of the MRO or substance abuse professional in accordance with the requirements of the Regulations.

**ACKNOWLEDGEMENT OF NOTIFICATION OF THE EMPLOYER
SUBSTANCE ABUSE POLICIES
BY
INDEPENDENT CONTRACTORS**

City of Kasson

Name of Employer

This acknowledgement is to be signed by each independent contractor, contractor employee or employee of a local government department or agency not directly subject to the Employer's substance abuse policy as it applies to Employer employees, but who is listed as a covered contract employee under the Employer's Substance Abuse Program for Commercial Drivers. The acknowledgement is not necessary for contractors, departments or agencies certifying that they are participants (on their own) in The Consortium program or certifying that they have their own Substance Abuse Program conforming to the requirements of 49 CFR Part 382.

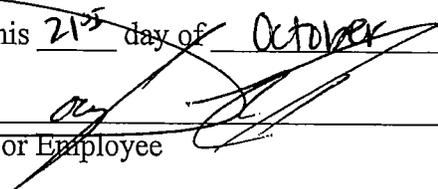
I, the undersigned independent contractor or contract employee hereby certify that I have been informed of my obligations under 49 CFR part 382 (the Regulations) as they pertain to safety-sensitive functions for the Employer.

I understand that my name and social security number have been provided to the Employer for inclusion in a pool of employees and contract employees for purposes of random testing. I agree to submit to the drug and alcohol testing requirements of the Regulations through the Employer's Substance Abuse Program for Commercial Drivers.

I have been supplied with a copy of the Employer's Substance Abuse Policy for Independent Contractors and understand the consequences of a positive drug or alcohol test. I understand that I cannot perform any job for the Employer which involves safety-sensitive functions if I test positive for drugs or alcohol as required under the Regulations.

I have received educational materials and/or training on substance abuse and the community service hot-line telephone number for employee assistance.

Executed this 21st day of October, 2019



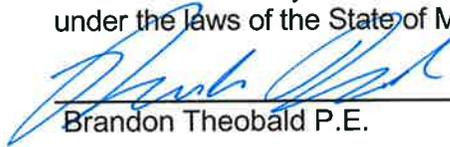
Contractor or Employee

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR**

**85 E Veterans Memorial Highway &
102 15th Street NE Demolition of Existing Structures**

**KASSON, MINNESOTA
2019**

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.



Brandon Theobald P.E.

11/15/19
Date

48229
License. No.



whks

engineers + planners + land surveyors

CITY OFFICIALS

MAYOR

Chris McKern

CITY COUNCIL

Duane Burton
Lonnie Zelinske
Dan Egger
Melissa Ferris

CITY ADMINISTRATOR (Interim)

Nancy Zaworski

PUBLIC WORKS: SUPERINTENDENT

Charlie Bradford

TABLE OF CONTENTS

	<u>PAGES</u>
TITLE PAGE.....	1
CITY OFFICIALS.....	1
TABLE OF CONTENTS	1
INFORMATION FOR BIDDERS.....	1 - 6
PROPOSAL FORM.....	1 - 2
CONTRACT FORM.....	1 - 2
PAYMENT BOND.....	1 - 2
PERFORMANCE AND MAINTENANCE BOND	1 - 2
INDEX TO GENERAL CONDITIONS	1 - 3
GENERAL CONDITIONS	1 - 22
DIVISION 1 - SPECIAL PROVISIONS	
SECTION 01100 - SPECIAL CONDITIONS	1 - 11
DIVISION 2 - SITE WORK	
SECTION 02050 - DEMOLITION.....	1 - 4
SECTION 02200 - EXCAVATION, FILLING AND BACKFILLING	1 - 9
SECTION 02810 - SOIL PREPARATION, SEEDING AND SODDING	1 - 3
APPENDIX A:	
CITY OF KASSON APPLICATION FOR BUILDING PERMIT DEMOLITION	
APPENDIX B:	
PRE-DEMOLITION HAZARDOUS BUILDING MATERIALS INSPECTION REPORT FOR 85 E VETERANS MEMORIAL HIGHWAY	
APPENDIX C:	
PRE-DEMOLITION HAZARDOUS BUILDING MATERIALS INSPECTION REPORT FOR 102 15TH STREET NE	
APPENDIX D:	
DEMOLITION PLANS FOR 85 E VETERNAS MEMORIAL HIGHWAY & 102 15 TH STREET NE	

INFORMATION FOR BIDDERS

Whenever the term "Bid" appears in these specifications, it shall mean Quote or Quotations.

Proposals

Proposals must be submitted on forms furnished by the Engineer and endorsed:

To: City Council
Kasson, MN
Bid for 85 E Veterans Memorial Highway & 102 15th Street NE
Demolition of Existing Structures

Proposals must be filled out with ink or typewriter, and without erasure, interlineation or changes, and if not made in accordance with Information for Bidders, will be subject to rejection as irregular, yet the Owner reserves the right to waive any irregularity.

It is expressly agreed that by submitting a proposal the bidder acknowledges that he/she has examined the location or site of the proposed improvements and the plans and specifications and accepts all the terms and conditions thereof.

Proposals will be made in the name of the principal, and if a partnership, the names of all partners shall be given. Exact post office address shall be given in all cases.

Facsimile Proposals will not be considered, but modifications by facsimile of Proposals already submitted will be considered if received prior to the time set for the bid opening.

Proposal Guaranty

Proposal guaranty (bid bond) is not required.

Award

The Owner will proceed without unnecessary delay to consider the proposals and reserves the right to reject all bids, to reject any unresponsive bid, or to waive any technicalities in bids received. One contract will be awarded for the total project construction work based on the low total bid.

Time for Completion

The work shall commence after the Notice to Proceed is issued and shall be completed within the time frame stated in the Bid Announcement. Any extension of time shall be at the discretion and express approval of the Owner.

Failure to Start on Time

If the Contractor fails to start the contract by the completion date the contract shall be voided.

Failure to Complete on Time

If the Contractor should fail to complete the contract within the date set for completion or the date set for completion as extended by the Owner, he/she shall be held liable, as stated in the Special Provisions.

Return of Proposal Guaranty

Not Applicable.

Owner

Whenever the term "Owner" appears in these specifications, it shall mean the City of Kasson, MN.

Engineer

Whenever the term "Engineer" appears in these specifications, it shall be understood to mean WHKS & Co., Engineers, Planners, and Surveyors or their duly authorized representatives, such representatives acting severally within the scope of the particular duties entrusted to them.

Drawings

The drawings which show the details of the work specified herein are designated the "Plans" and form an integral part of the specifications and contract documents.

Right-of-Way

The Owner will furnish all property, easements or right-of-way necessary for the construction of the project. The Contractor shall conduct their operations within the right-of-way provided, unless additional arrangements are made between the Contractor and adjacent property owners.

Payment

Payment for said 85 E Veterans Memorial Highway & 102 15th Street NE Demolition of Existing Structures will be made in cash from cash on hand, from governmental grants, or from such other funds as may be legally used for such purposes. Monthly estimates will be made by the Engineer and payment will be made to the Contractor in the amount of ninety-five percent (95%) of said estimate. Final payment of money due will be made in cash within thirty days of project completion and acceptance.

Pre-Construction Meeting and Schedule of Work

The pre-construction meeting shall be held on call by the Engineer and shall include discussion of the schedule of work, safety, related responsibilities with utilities, and other pertinent related items concerning the proposed construction. At this meeting the Contractor shall provide the Owner with a list of subcontractors, their foreman, and telephone numbers,

as well as a planned construction schedule. Representatives of the various utility companies will be invited to the pre-construction meeting to begin early coordination and cooperation.

Bond and Insurance

The Contractor shall present the following documents before completion and signing of the contract:

- A. Performance Bond equal to 100% of the contract amount.
- B. The Contractor shall file with the owner proof of insurance coverage meeting the requirements of Section 6.1 of the General Conditions.
- C. Payment bond
- D. One year maintenance bond

Sales Tax

All sales and use taxes associated with the project construction shall be included in the Contractor's bid and said taxes shall be paid by the Contractor.

Minnesota Department of Revenue Forms

On all contracts greater than \$100,000, out-of-state contractors must file Form SD-E (Exemption from Surety Deposits for Out-of-State Contractors) with the Minnesota Department of Revenue. Contractor shall provide a copy of the certified form to the Engineer.

Before final payment can be issued the Contractor must submit a certified Form IC-134 (Withholding Affidavit for Contractors) to the Engineer.

Prompt Payment to Subcontractors Provisions

Minnesota Statute 471.425 states that the Contractor must make prompt payments to subcontractors on public improvement construction projects. A progress payment or final payment to a subcontractor for satisfactory performance of the subcontractor's work shall be made within ten (10) days of the Contractor's receipt of payment for that subcontractor's work. The Contractor shall pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

Addenda

No interpretation of the meaning of the Plans, Specifications or other prebid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to WHKS & Co., 2905 S. Broadway, Rochester, MN 55904 and to be given consideration must be received at least five days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be delivered to all prospective bidders (at the respective address furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract documents.

Bidders shall file their names and addresses with the Engineer in order that any addenda, which may be issued, may be mailed to them.

Substitution of Materials

A. Substitution or approval of materials prior to bidding

Whenever any particular brand or make of material or apparatus is hereinafter called for, every bidder, submitting a Bid upon this Specification and the accompanying Drawings, obligates himself to the use of such brands and makes, or of such other brands or makes as shall have been duly approved by the Engineer and the Owner in the manner described herein.

Whenever any article or any material is specified by a reference to the name of any manufacturer or dealer, or by specific reference to the catalogs of manufacturers or dealers, the intent is to establish a standard of excellence which the Engineer and the Owner have determined upon as requisite and necessary for this Project, and subject only therefore, to such modifications as the Engineer and the Owner may make in accordance with the procedure given in this article. It is, therefore, mandatory and binding upon the bidders to abide within the limits of the restrictions imposed.

Where the words "or equal", "as selected", "approved", "approved make" or other synonymous terms are used in reference to material, quality, methods or apparatus in lieu of or in addition to other specific references, it is to be distinctly understood that the approval of any such substitutions is vested in the Engineer whose decision shall be final and binding upon all concerned.

The intent of this Specification is not to ELIMINATE PROPERLY QUALIFIED ENTRANTS FROM COMPETITION, but to confine the bidding on the part of Contractors, manufacturers and dealers, to those whose standing and qualifications are such that the Engineer and the Owner feel warranted in giving them their approval. If, however, any bidder desires to have consideration given to INDIVIDUALS, FIRMS, MATERIALS, BRANDS, MAKES, ETC., OTHER THAN SPECIFIED, he may have the privilege at any time prior to ten days (240 hours) of the hour and day set for the

opening of Bids of submitting or causing to be submitted to the Engineer for his approval, any such matters. Request for approval of materials or equipment shall be submitted to the Engineer in writing at 2905 S. Broadway, Rochester, MN 55904, at any time prior to the established deadline. Requests received after the established deadline will not be considered. All requests shall clearly define and describe materials or equipment for which approval is requested. Requests shall be accompanied by manufacturer's literature, specifications, drawings, cuts, performance data, etc., where same is necessary to completely describe the product.

If, therefore, the same shall receive the Engineer's approval, or if the Engineer himself shall decide to enlarge the scope of the Specifications, such approvals or additional information will be made only by addendum duly numbered, dated and issued and delivered to each bidder receiving a set of Contract Documents, so that the bidders may have an opportunity to avail themselves of any such information prior to the submission of their proposals.

It is hereby understood and agreed by all bidders that all Bids will be based upon materials and equipment as specified or approved via addendum by the Engineer and the Owner as acceptable on this project.

Where specific reference has been made to one or more brands, or makes or materials, no substitution will be considered or permitted after the Bids have been opened, except as the Owner may elect in accordance with the following provision of these Specifications.

B. Substitution or approval of materials after bidding

Since all Bids are based upon materials and equipment as specified or approved prior to bidding, the Engineer and the Owner will not consider substitutions after bidding except in such cases where it is necessary to make a substitution because of strikes, lockouts, bankruptcy, discontinuance of a product, etc. Requests for such substitutions of materials after the award of a Contract shall be made in writing to the Engineer with a copy to the Owner and shall be made within ten days of the date that the Contractor ascertains he cannot obtain the material or equipment specified. Such request shall be accompanied by a complete description of the material or apparatus on which a substitution is desired to be made. Substitution of materials or apparatus other than those specified will not be accepted except upon the recommendation of the Engineer to the Owner and with written approval of the Owner.

Responsible Contractor Requirements

Contacto shall submit to the Owner a signed statement under oath by a company owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, Section 16C.285, Subdivision 3. This statement is included as part of the Proposal Form.

The term 'responsible contractor' as used in these Contract Documents means a contractor as defined in Minnesota Statutes, Section 16C.285, Subdivision 3. Any prime contractor or subcontractor that does not meet the minimum criteria outline in Minnesota Statutes, Section 16C.285, Subdivision 3 or fails to verify that it meets those criteria is not a responsible

contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement. A prime contractor shall submit to the Owner upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, Subdivision 3, Clause 7.

To be a responsible contractor, the bidder must verify that, at a minimum, it:

Is in compliance with workers' compensation and unemployment insurance requirements.

Is registered with the Department of Revenue and Department of Employment and Economic Development if it has employees.

Has a valid federal tax identification number or a valid Social Security number if an individual.

Has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.

Is in compliance with and, during the three-year period before submitting the verification, has not violated certain labor and wage laws.

Is in compliance with and, during the three-year period before submitting the verification, has not violated certain laws related to construction contractors, construction codes, and licensing.

Has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under Minnesota Statutes, Section 363A.36 (related to affirmative action plans for the employment of minority persons, women, and qualified disabled individuals) revoked or suspended.

Has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification. Is not currently suspended or debarred by the federal government or the State of Minnesota or any of its departments, commissions, agencies, or political subdivisions.

In addition, all subcontractors the contractor intends to use to perform project work must have verified to the contractor through a signed statement under oath by a company owner or officer that they meet the minimum criteria listed above.

PROPOSAL FORM

Proposal of _____
(Name of Bidder)

of _____
(City) (State)

To Demolish the Existing Structures at 85 E Veterans Memorial Highway & 102 15th Street NE
TO: The City Council
Kasson, Minnesota

(I) (We) hereby certify that (I am) (we are) the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications and contract forms, including the supplemental requirements contained herein, and of the site of the work; (I) (we) understand that all quantities of work are to be performed at the unit prices or lump sums stipulated herein; (I) (we) propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and the time prescribed, and to do the work at the prices herein set out.

To do the work in accordance with the Plans, Special Provisions and Technical Specifications.

To do all "extra work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work.

The undersigned agrees to execute the Standard Form of Contract upon written notice of acceptance of the bid as accepted and give bond with good and sufficient surety or sureties and in the required amounts within ten (10) days after the prescribed forms are presented for signature.

The undersigned understands that the breakdown of proposal items into various categories of work is for the convenience of the Owner. The undersigned agrees to begin work within ten (10) days after "Notice to Proceed" is issued and to complete the same within the contract period shown below:

_____	_____
Beginning Date	Completion Date
Notice to Proceed	June 1,2020

Any Contractor who proposes any alteration of the plans in any respect from that shown shall submit such proposal to the Engineer for approval at least ten days prior to the letting date.

The right is reserved, as the interest of the Owner, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The undersigned hereby proposes and agrees to furnish all the necessary labor, new materials, equipment, tools and services necessary for the construction of the Project at the following unit prices:

<u>Item No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total</u>
1	85 E Veterans Memorial Highway Structure Demolition and Site Stabilization	1	L.S.	\$ _____	\$ _____
2	102 15 th Street NE Structure Demolition and Site Stabilization	1	L.S.	\$ _____	\$ _____
TOTAL QUOTE PRICE \$					_____

The undersigned company owner or officer verifies under oath they are in compliance with Minnesota Statutes, Section 16C.285, Subdivision 3 and meet all of the minimum criteria outlined in the statute to be considered a 'responsible bidder'. Any prime contractor or subcontractor that does not meet the minimum criteria or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project.

The receipt of the following addenda is hereby acknowledged:

Addendum No.	Dated
_____	_____

The Contractor understands that this Proposal is binding upon him/her for a period of thirty (30) days from and after the opening of all bids for this proposed construction.

Dated this ___ day of _____, 2019.

Company Name

Company Owner/Officer Printed Name

Company Owner/Officer Signature

Address _____

Email _____

CONTRACT

This contract, made as of the _____ day of _____ by and between City of Kasson, MN, hereinafter called the Owner, and _____, hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have the Existing Structures at 85 E Veterans Highway & 102 15th Street NE Demolished here in after called the Project, in accordance with the Plans, Specifications, Addenda and other Contract Documents prepared by WHKS & Co., Consulting Engineers and Planners, Rochester, Minnesota.

Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in an acceptable manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

The Owner agrees to pay and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of: _____ in accordance with the provisions of the Contract Documents.

This Contract and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively and his/her partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

Contractor

By

City

State

City of Kasson
Owner

ATTEST:

By

Kasson
City

MN
State

PAYMENT BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

_____ (Hereinafter called the "Principal")

of _____

a/an _____
duly authorized by the law to do business as a Construction Contractor in the State of Minnesota and _____ of _____ (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Minnesota, are held and firmly bound unto City of Kasson, MN (hereinafter called the "Obligee,") in the penal sum of _____ (\$_____), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the ___ day of ____ 2019, the said Principal entered into a written agreement with said Obligee for the Demolition of the Existing Structures at 85 E Veterans Memorial Highway & 102 15th Street NE as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the ___ day of ____ 2019.

(SEAL)

ATTEST: _____

Principal

By: _____

Title: _____

(SEAL)

ATTEST: _____

Surety

By: _____

PERFORMANCE AND MAINTENANCE BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

_____ (Hereinafter called the "Principal")

of _____

a/an _____
duly authorized by the law to do business as a Construction Contractor in the State of Minnesota and _____ of _____ (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Minnesota, are held and firmly bound unto City of Kasson, MN (hereinafter called the "Obligee,") in the penal sum of _____ lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the ___ day of _____, 2019, the said Principal entered into a written agreement with said Obligee for the Demolition of the Existing Structures at 85 E Veterans Highway & 102 15th Street NE as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said agreement, Bid Announcement, Proposal, Plans, Specifications, and related documents shall comply with all the requirements of the Laws of the State of Minnesota, shall pay as they become due all just claims for work or requirements performed and materials furnished in connection with said Agreement, and shall defend, indemnify and save harmless said Obligee, against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind, including patent infringement claims arising out of or in relation to the performance of said work and the provisions of said Agreement, and shall guarantee the work against defects in workmanship and material during the construction and for one (1) year after the time of acceptance of the work, and make good such guarantee; then these presents shall be void; otherwise they shall remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement.

The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given when the same are not satisfied out of the portion of the contract price which the public corporation retains until completion of the public improvement but the Principal and Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To the extension of time to the Contractor in which to perform the contract.
2. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall be released only as to such excess increase.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the _____ day of _____.

(SEAL)

ATTEST: _____

Principal

By: _____

Title: _____

(SEAL)

ATTEST: _____

Surety

By: _____

**INDEX OF
GENERAL CONDITIONS**

	<u>Page</u>
Acceptance and Final Payment.....	22
Act of God	2
Addenda	4
Arbitration	8
Assignment of Contract	10
Award of Contract	3
Bidders Interested in More Than One Proposal.....	4
Bid Announcement	1
Bid Letting	3
Changes in the Work	18
Character of Workers.....	12
Contract.....	1
Contractor.....	1
Contractor's Right to Suspend or Terminate Contract.....	10
Contractor's Superintendence	9
Copies of Plans and Specifications Furnished.....	5
Correction of Work After Final Payment.....	22
Crossing Utilities	17
Cutting and Patching.....	12
Delivery of Proposals	3
Detailed Breakdown of Contract Amount	19
Dimensions	5
Discrepancies.....	3
Discrepancies in Plans	5
Discrepancies in Surveys	7
Engineer	1
Engineer's Action on a Request For Payment	19
Engineer's Decisions	8
Engineer's Responsibility and Authority	8
Equipment Approval Data.....	6
Errors.....	4
Estimate of Quantities.....	4
Examination of Completed Work.....	9
Examination of Contract Documents and Visit to Site	3
Extension of Contract Time	18
Extra Work.....	18
Form of Proposal	3
Guarantee	13
Insurance.....	14
Intent of Plans and Specifications	5

	<u>Page</u>
Interest on Unpaid Requests for Payment	20
Interpretation of Documents	3
Lands by Contractor.....	9
Lands by Owner.....	9
Laws to be Observed.....	17
Maintenance Bond (definition).....	2
Maintenance Bond.....	16
Manufacturer's Directions	12
Materials Furnished by the Contractor	12
Materials Furnished by the Owner	12
Models.....	5
Modifications	3
No Waiver of Legal Rights	22
Notice to Proceed	18
Observation of Work	9
Oral Agreements.....	11
Owner.....	1
Owner's Action on an Approved Request for Payment	20
Owner's Right to Correct Deficiencies.....	10
Owner's Right to Terminate Contract and Complete the Work	10
Owner's Right to Withhold Payment of an Approved Request for Payment.....	20
Ownership of Plans and Specifications.....	5
Patents and Royalties.....	16
Payment Bond (definition)	2
Payment Bond	16
Payments for Extra Work.....	21
Payment for Rejected Work and Materials.....	21
Payment for Samples and Testing of Materials	22
Payment for Work Terminated by the Contractor	21
Payment for Uncorrected Work.....	20
Payment for Work by the Owner	21
Payment for Work by the Owner Following His/Her Termination of the Contract.....	21
Payment for Work Suspended by the Owner.....	21
Performance Bond (definition).....	1
Performance Bond.....	16
Permits	16
Plans.....	2
Plans and Specifications at Job Site	5
Preparing the Proposal	4
Private and Public Property	9
Progress Payments.....	19

	<u>Page</u>
Proposal	1
Proposal Guaranty	4
Public Safety and Convenience	17
Quality of Equipment and Materials	6
Rejected Work and Materials	12
Removal of Construction Equipment, Tools and Supplies	10
Resident Observation	9
Responsibility of the Contractor.....	20
Restoration of Site.....	13
Rights of Various Interests.....	11
Samples	5
Sanitary Provisions	17
Schedule of Completion.....	18
Separate Contracts	11
Shop Drawings.....	5
Specifications	2
Storage of Materials.....	12
Subcontractor.....	1
Subcontracts	11
Surety	2
Surveys	7
Suspension of Work.....	8
Suspension of Work by Owner	10
Termination of Contractor's Responsibility.....	22
Use of Completed Portions.....	18
Use of Explosives	17
Warning Signs and Barricades.....	17
Withdrawal	3
Work During an Emergency	11
Working Day.....	2
Written Notice.....	2

GENERAL CONDITIONS

DEFINITIONS

1.1 **Contract** is the agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the work or materials therefore. The contract includes the Contract Documents listed below. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed shall govern.

- a. Contract
- b. Addenda to Contract Documents
- c. Other Legal and Procedural Documents
- d. Proposal
- e. Bid Announcement
- f. Special Provisions
- g. Detailed Specifications
- h. Plans
- i. General Conditions
- j. Performance and Maintenance Bond
- k. Proposal Guaranty

1.2 **Engineer** is the Engineer named in the Contract Documents or his/her representative duly authorized to act for the Engineer.

1.3 **Owner** is the Owner named in the Contract Documents.

1.4 **Contractor** is the individual, firm, partnership or corporation, and his/her, their, or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, covenant or corporation, or his/her, their or its surety under the contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used, as referring to the work "Contractor" it shall mean the Contractor as defined above.

1.5 **Subcontractor** is any person, firm or corporation with a direct contract with the Contractor who acts for or on behalf of the Contractor in executing any part of the Contract, but does not include one who only furnishes material.

1.6 **Proposal** is the offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

1.7 **Bid Announcement** is the Notice of Hearing and Letting or Advertisement for Bids.

1.8 **Performance Bond** is the approved form of security furnished by the Contractor and his/her Surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.

1.9 **Maintenance Bond** is the approved form of security furnished by the Contractor and his/her Surety as a maintenance guaranty on the part of the Contractor furnished in accordance with the applicable statutes or as specifically required by the terms of the Contract or Contract Documents.

1.10 **Payment Bond** is the approved form of security furnished by the Contractor and his/her surety as a guaranty of payment to subcontractors and suppliers in accordance with the applicable statutes.

1.11 **Surety** is the person, firm or corporation who executes the Contractor's required bonds.

1.12 **Specifications** shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specification Requirements, with all addenda thereto.

1.13 **Plans** shall mean the detailed construction drawings or sketches furnished to the Contractor.

1.14 **Written Notice** shall be considered as served when delivered in person or sent by mail to the individual, firm or corporation or to the last business address of such known to him/her who serves the notice.

- a. **Change of Address:** It shall be the duty of each party to advise the other parties to the Contract as to any change in his/her business address until completion of Contract.

1.15 **Act of God** means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

1.16 **Working Day** is any day the Contractor can work six hours or more, excluding Saturday, Sunday or Legal Holidays.

INFORMATION FOR BIDDERS

- 2.1 **Form of Proposal:** Each Proposal shall be made on a form prepared by the Engineer and included as one of the Contract Documents. The Proposal shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.
- 2.2 **Discrepancies:** In case of a difference between the unit price amount of a bid item and the extension total amount of a bid item, the unit price amount shall govern.
- 2.3 **Modifications:** Proposals shall not contain any modifications of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered. Facsimile proposals will not be considered, but modifications by facsimile of proposals already submitted will be considered if received prior to the time set for the bid opening.
- 2.4 **Examination of Contract Documents And Visit To Site:** Before submitting a Proposal, bidders shall carefully examine the plans, read the specifications and the other Contract Documents, visit the site of work and fully inform themselves as to all existing conditions and limitations.
- 2.5 **Delivery of Proposals:** Proposals shall be delivered by the time and to the place stipulated in the Bid Announcement. It is the sole responsibility of the bidder to see that his/her Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the bidder unopened.
- 2.6 **Withdrawal:** Any bidder may withdraw his/her Proposal, either personally, by facsimile or written request, at any time prior to the scheduled closing time for receipt of Proposals.
- 2.7 **Bid Letting:** Proposals will be opened and publicly read aloud at the time and place set forth in the Bid Announcement.
- 2.8 **Award of Contract:** The Contract will be awarded to the lowest, responsive, responsible bidder complying with these instructions and with the Bid Announcement. The Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner. No bidder may withdraw his/her Proposal for a period of 30 days after the date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidder.
- 2.9 **Interpretation of Documents:** If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Plans, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he/she shall submit to the Engineer a request for an interpretation or correction thereof. Any interpretation or correction of the documents will be made only by Addenda duly issued and copies of the Addenda will be delivered to each person receiving a set of the Contract Documents. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

2.10 **Addenda:** All addenda issued during the time of bidding or forming a part of the Contract Documents issued to the bidder for the preparation of his/her Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each addendum shall be acknowledged on the Proposal Form.

2.11 **Bidders Interested in More Than One Proposal:** No person, firm, or corporation shall be allowed to make, file or to be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a subproposal to a bidder or who has quoted prices on materials to a bidder is not disqualified from submitting a subproposal or quoting prices to other bidders.

2.12 **Errors:** To insure against accidental errors, the Contractor shall read carefully the contract documents before preparing his/her Proposal.

2.13 **Proposal Guaranty:** Each Proposal shall be accompanied by a guaranty of the form and in the amount indicated in the Contract Documents.

2.14 **Preparing the Proposal:** In preparing the Proposal, the bidder shall specify the unit prices, written legibly in ink or typewritten, at which he/she proposes to do each item of work. The unit price shall be stated in figures and the total amount of each item shall be computed by the bidder based on the unit prices bid for the quantities given in the Proposal.

2.15 **Estimate of Quantities:** The estimate of quantities listed in the Proposal is approximate only and is to be used only as a basis of comparing bids. Any later change in the quantities will not affect the previous selection of the low bidder and any change in quantities less than twenty percent (20%), or as provided by law, shall not require the approval of the Contractor.

DRAWING, SPECIFICATIONS AND RELATED DATA

3.1 **Intent of Plans and Specifications:** The intent of the Plans and Specifications is that the Contractor furnish all labor, materials, equipment and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The Contractor shall do all the work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner and to fully complete the work or improvements ready for use, occupancy and operation by the Owner.

3.2 **Discrepancies in Plans:** Any discrepancies found between the Plans and Specifications and site conditions or any errors or omissions in the Plans or Specifications shall be immediately reported to the Engineer. The Engineer shall promptly correct such error or omission in writing. Any work performed by the Contractor after discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

3.3 **Copies of Plans and Specifications Furnished:** Except as provided for otherwise, all required copies of Plans and Specifications necessary for the execution of the work shall be furnished to the Contractor.

3.4 **Plans and Specifications at Job Site:** One complete set of all Plans and Specifications shall be maintained at the job site and shall be available to the Engineer at all times.

3.5 **Ownership of Plans and Specifications:** All original or duplicated Plans and Specifications and other data prepared by the Engineer shall remain the property of the Engineer.

3.6 **Dimensions:** Listed dimensions on the Plans shall be used in preference to scaling the Plans. Where the work of the Contractor is affected by finish dimensions, these dimensions shall be determined by the Contractor at the site and he/she shall assume the responsibility therefore.

3.7 **Models:** All models prepared for this work shall become the property of the Owner at the completion of the work.

3.8 **Samples:** Samples called for in the Specifications or required by the Engineer shall be furnished by the Contractor. Samples shall be furnished so as not to delay fabrication and to allow the Engineer reasonable time for the consideration of the samples submitted.

3.9 **Shop Drawings:** The Contractor shall provide shop drawings, schedules and such other drawings and samples as may be necessary for the prosecution of the work in the shop and in the field. Drawings shall include, but not necessarily be limited to, all equipment, materials, machinery, piping layouts, electrical line drawings, structural steel, reinforcement, and apparatus required to be furnished under this Contract.

Reviews by the Engineer of Shop Drawings and Samples for any material, apparatus, devices, and layouts shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quantity, quality, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Such review shall not relieve the Contractor from responsibility for errors of any sort on the Shop Drawings. If the Shop Drawings or Samples deviate from the Contract Documents, the Contractor shall advise the Engineer of the deviation in writing accompanying the Shop Drawings or Samples, including the reasons for the deviation.

Shop Drawings shall be submitted according to the following schedule:

- a. A minimum of six copies shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of work.
- b. The Engineer will return all Samples or all but three Shop Drawing copies to the Contractor marked with corrections and changes.
- c. The Contractor shall then correct the Shop Drawings or Samples to conform to the corrections and changes requested by the Engineer.
- d. Following completion of such corrections and changes, the Contractor shall furnish the Engineer three copies of the Shop Drawings conforming to the required corrections and changes.
- e. One copy of all Shop Drawings used shall be kept in good condition at the job site by the Contractor.
- f. Upon submittal of corrected Shop Drawings, the Contractor shall also furnish the Engineer with two copies of operating and maintenance manuals, spare parts catalogs and equipment maintenance data sheets with nameplate data for each item of mechanical, electrical and process equipment and the source of procurement of spare parts.

3.10 Quality of Equipment and Materials: In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

- a. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.
- b. The Contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute materials or equipment shall be used unless approved in writing.

3.11 Equipment Approval Data: The Contractor shall furnish one (1) copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

- a. The submittal shall be compiled by the Contractor and approved by the Engineer before the equipment is ordered.

- b. Each data sheet or catalog in the submittal shall be indexed according to specification section and paragraph for easy reference.
- c. After written approval, this submittal shall become a part of the Contract and may not be deviated from except upon written approval of the Engineer.
- d. Catalog data for equipment approved by the Engineer does not in any case supersede the Engineer's Contract Documents. The approval of the Engineer shall not relieve the Contractor from responsibility for deviations from Plans or Specifications, unless he/she has in writing called the Engineer's attention to such items submitted. The Contractor shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.
- e. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He/she shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Plans and Specifications.
- f. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly and in harmony with the intent of the Plans and Specifications and to make all changes in the work required by the different arrangement of connections.

3.12 **Surveys:** Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of grade stakes, slope stakes and bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and set other necessary construction stakes, including batter boards, stakes for individual pile locations and other working points. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes; and, in the case of destruction thereof by the Contractor or resulting from his/her negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

3.13 **Discrepancies in Surveys:** If the Contractor, in the course of the work finds any discrepancy in the layout of the work as given by the grade stakes, slope stakes or other references given for construction procedures, he/she shall immediately inform the Engineer of such discrepancy. The Engineer shall promptly verify the same and shall make corrections where they are required. Any work performed by the Contractor after such discovery, until authorized, shall be accomplished at the Contractor's risk.

ENGINEER-OWNER-CONTRACTOR RELATIONS

4.1 **Engineer's Responsibility and Authority:** The Engineer shall be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in Sections 1 through 8 of these General Conditions and shall not be extended without written consent of the Owner and Engineer.

The Engineer shall not be responsible for the construction means, methods, techniques, sequences or procedures or the health and safety precautions and programs incident thereto, and he/she will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

4.2 **Engineer's Decisions:** All claims of the Owner or the Contractor shall be presented to the Engineer for decision, which shall be made in writing within a reasonable time. All decisions of the Engineer shall be final, except in cases where time and/or financial considerations are involved. In these cases, disputed decisions shall be subject to mediation or arbitration.

4.3 **Suspension of Work:** The Owner shall have the authority to suspend the work, wholly or in part, for such period or periods as he/she may deem necessary due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operation without the Owner's permission.

4.4 **Arbitration:** Should there be any dispute or any questioned decision of the Engineer which is subject to arbitration, it shall be promptly submitted to arbitration upon demand by either party to the dispute. The Contractor shall not delay the work because arbitration proceedings are pending unless he/she has written permission from the Engineer to do so and such delay shall not extend beyond the time when the arbitrators shall have opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Engineer and any adverse party either by personal delivery or by registered mail addressed to the last known address of each within twenty (20) days of receipt of the Engineer's decision, and in no event after final payment has been made and accepted, subject however, to any express stipulation to the contrary in the Contract Documents. Should the Engineer fail within a reasonable period to make a decision, a demand for arbitration may then be made as if the Engineer's decision had been rendered against the party demanding arbitration.

- a. No one shall be qualified to act as an arbitrator who has, directly or indirectly, any financial interest in the Contract or who has any business or family relationship with the Owner, the Contractor, or the Engineer. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.
- b. Arbitration shall be in accordance with the procedure and standards of The American Arbitration Association and/or the applicable State Statutes.

In lieu of arbitration, if both parties agree, the dispute may be submitted for mediation.

4.5 **Observation of Work:** The Contractor agrees to complete the construction in conformity with

the contract documents regardless of the extent or character of the observation. All materials and each part or detail of the work shall be subject at all times to construction observation. Such observation may include mill, plant or shop observation and any material furnished under this contract is subject to such observation. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed observation.

4.6 Resident Observation: The Resident Engineer or Resident Observer shall observe the work being performed. The primary purpose of this function is to help assure the Contractor's compliance with the plans and specifications and does not guarantee the Contractor's performance nor does it relieve the Contractor of his/her responsibility to construct the work in accordance with the Plans and Specifications. The Observer's duties do not include construction means, methods or procedures used by the Contractor. The Contractor is solely responsible for construction means, methods, procedures and job-site safety.

4.7 Examination of Completed Work: If requested by the Engineer, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as Extra work. Should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

4.8 Contractor's Superintendence: A qualified superintendent shall be on the project site and shall give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor and all directions given to the superintendent shall be considered given to the Contractor. The Engineer's instructions shall be confirmed in writing upon written request from the Contractor.

4.9 Lands by Owner: The Owner shall provide the lands shown on the Plans upon which the work under the Contract is to be performed and to be used for rights-of-way for access. Any delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the contract amount and in the time of completion.

4.10 Lands by Contractor: Any additional land and/or access thereto not shown on the Plans that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his/her apparatus, storage of materials and operation of his/her workmen to those areas described in the Plans and Specifications and to such additional areas which he/she may provide as approved by the Engineer.

4.11 Private and Public Property: The Contractor shall not enter upon private property for any purpose without obtaining permission. The Contractor shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the project area, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall notify all public and private utilities and use suitable precautions to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until so directed. The Contractor shall bear the cost of repair for all damage caused by his/her negligence.

4.12 **Assignment of Contract:** Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his/her right, title or interest therein, or his/her obligations thereunder, without written consent of the other party.

4.13 **Removal of Construction Equipment, Tools and Supplies:** At the termination of the Contract and before acceptance of the work by the Owner, the Contractor shall remove all equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them.

4.14 **Suspension of Work by Owner:** The work or any portion thereof may be suspended at any time by the Owner provided that he/she gives the Contractor five (5) days' written notice of suspension and sets forth the date on which work is to be resumed. The Contractor shall resume the work upon written notice from the Owner and within ten (10) days after the date set forth in the notice of suspension. If the Owner does not give written notice to resume work within ten (10) days of the date fixed in the notice of suspension, the Contractor may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 8.11.

4.15 **Owner's Right to Correct Deficiencies:** Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, the Owner may, after five (5) days' written notice to the Contractor, correct such deficiencies, at the Contractor's expense, without prejudice to any other remedy he/she may have.

4.16 **Owner's Right to Terminate Contract and Complete the Work:** The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon, and may finish the work by whatever method and means he/she may select. It shall be considered a default by the Contractor whenever he/she shall:

- a. Declare bankruptcy, become insolvent, or assign his/her assets for the benefit of his/her creditors, or
- b. Disregard or violate important provisions of the Contract Documents or Engineer's instructions, or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof, or
- c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefor.

4.17 **Contractor's Right to Suspend Work or Terminate Contract:** The Contractor may suspend work or terminate Contract upon ten (10) days' written notice to the Owner and the Engineer for the following reason:

- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his/her employees.

4.18 **Rights of Various Interests:** Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

4.19 **Separate Contracts:** The Owner may let other contracts requiring coordination of the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting his/her work and to report to the Engineer any irregularities which will not permit him/her to complete his work in a satisfactory manner. Failure to notify the Engineer of such irregularities shall indicate the work of the other Contractors has been satisfactorily completed to receive this work.

4.20 **Subcontracts:** The Contractor shall submit to the Owner the names of the subcontractors proposed for the work. Subcontractors may not be changed except with the approval of the Owner. The Contractor is responsible to the Owner for the acts and omissions of his/her subcontractors, and of their direct and indirect employees, to the same extent as he/she is responsible for the acts and omissions of his/her employees. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Owner. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

4.21 **Work During an Emergency:** The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, he/she shall notify the Engineer of the emergency as soon as practicable, but he/she shall not wait for instructions before proceeding to properly protect both life and property.

4.22 **Oral Agreements:** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, nor shall any of the provisions of the Contract Documents be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed upon waiver or modification in writing.

MATERIALS AND WORKMANSHIP

5.1 **Materials Furnished by the Contractor:** All materials used in the work shall meet the requirements of the respective Specifications and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.

5.2 **Materials Furnished by the Owner:** Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he/she shall notify the Engineer. The Contractor shall be responsible for material loss or damage after receipt of Owner-furnished material.

5.3 **Storage of Materials:** Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or leasee of the property.

5.4 **Character of Workers:** The Contractor shall at all times be responsible for the conduct and discipline of his/her employees and/or any subcontractor or persons employed by subcontractors. All workers shall have sufficient knowledge, skill, and experience to properly perform the work assigned to them.

5.5 **Rejected Work and Materials:** All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are, in any way, unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Engineer and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

- a. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove and store the materials.
- b. Correction of Faulty Work After Final Payment shall be in accordance with Paragraph 8.19.

5.6 **Manufacturer's Directions:** Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned by the Contractor as directed by the Manufacturer unless specified to the contrary.

5.7 **Cutting and Patching:** The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the contract documents to complete the structure. The Contractor shall restore all such cut or patched work as directed by the Engineer.

5.8 **Restoration of Site:** The Contractor shall remove from the Owner's property and from all public and private property all temporary structures, rubbish, and waste materials resulting from the construction operations. The Contractor shall remove all surplus materials leaving the site smooth, clean and true to line and grade. Upon failure to do so within seventy-two (72) hours after request by the Engineer, the work may be done by the Owner and the cost thereof be charged to the Contractor and deducted from the final payment.

5.9 **Guarantee:** The Contractor shall guarantee all work and material against all defects for the period specified in the Bond Form or Special Provisions. The Contractor shall repair or replace any such defective work and/or material to conform to the provisions of this Contract and without expense to the Owner within (10) days after notification in writing by the Owner of such defective work or material. If the Contractor shall not have made such repairs or replacements or have made arrangements for the correction thereof within the period specified above, the Owner shall do so and shall charge the cost of same to the Contractor. The Contractor shall perform the work so as to cause the Owner a minimum of inconvenience and interruption of services.

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|----|---------------------------------------|----|--------|
| 5. | Fire Damage Limit (any one fire) | \$ | 50,000 |
| 6. | Medical Damage Limit (any one person) | \$ | 5,000 |

The above insurance must include the following features:

1. Coverage for all premises and operations.
 2. Personal and Advertising injury.
 3. Operations by independent contractors or subcontractors.
 4. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
 5. Inclusion of the Owner and Engineer as an additional insured on the Commercial General Liability Insurance on a primary and non-contributory basis.
 6. Waiver of Subrogation in favor of the Owner and Engineer.
 7. If the policy is a claims-made policy, coverage shall remain in effect for a period of two (2) years after the project is complete.
 8. The policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations. Pollution coverage limits shall be \$1,000,000.
- c. Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit of \$1,000,000 per accident covering claims for damages because of bodily injury, personal injury, or damage to property which arise out of operations in performance of the contract.
- d. Railroad Protective Liability Insurance if required by the Owner in the Special Provisions or by an affected railroad. The Contractor shall procure and maintain Railroad Protective Liability Insurance naming the railroad as the insured with minimum limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate, or with such other limits as the railroad shall require. The original of said Policy shall be furnished to the railroad and a certified copy of said Policy shall be furnished to the Owner prior to any construction or entry upon the railroad premises by the Contractor.
- e. Umbrella/Excess Insurance - At the Contractor's option, the limits specified in Section 6.1, a, b and c may be satisfied with a combination of primary and Umbrella/Excess Insurance. Umbrella Insurance shall be in the minimum amount of \$2,000,000.

- f. **Builder's Risk Insurance (Property Insurance)** - Unless otherwise provided in the Special Provisions, the Contractor shall purchase and maintain Builder's Risk Insurance in the amount of the initial contract amount. Such insurance shall allow for partial utilization of the work by the Owner and shall be maintained until final acceptance of the work by the Owner.

Builder's Risk Insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, flood and earthquake, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings, debris removal, materials and equipment in transit, materials and equipment stored at the site or another location approved by the Owner.

Testing and startup services shall be included or the Contractor shall notify the Owner in writing forty eight (48) hours prior to testing or startup so the Owner can ensure that Boiler and Machinery coverage is in place.

- g. **Proof of Insurance** - The Contractor shall, prior to the Owner's approval and execution of the contract, provide to the Owner a certificate(s) of insurance documenting all required insurance coverages as required in this Section 6.1, utilizing the ACORD certificate form, or equivalent form.

Copies of additional insured endorsements and waivers of subrogation shall also be provided with the certificate of insurance.

6.3 Performance Bond: The Contractor shall, at the time of execution of the Contract, furnish a corporate surety bond in the sum equal to the Contract Amount. The form of the bond shall be as the Owner may approve and with a Surety Company authorized to do business in the State where the work is located.

6.4 Maintenance Bond: The Contractor shall, at the time of execution of the Contract, furnish a corporate surety bond whereby the Contractor agrees to maintain the work for the time specified in the Contract Documents. The maintenance shall cover all repairs and replacements made necessary by defects in materials and workmanship. The form of the bond shall be as the Owner may approve and with a Surety Company authorized to do business in the State where the work is located.

6.5 Payment Bond: When required in the Contract Documents, the Contractor shall, at the time of execution of the contract, furnish a corporate surety bond in the sum equal to the Contract Amount. The form of the bond shall be as the Owner may approve and with a Surety Company authorized to do business in the State where the work is located.

6.6 Patents and Royalties: If any design, device, material or process covered by letters of patent or copyright is used by the Contractor, he/she shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

6.7 Permits: All temporary permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

6.8 Laws to be Observed: The Contractor shall give all notices and shall comply with all applicable Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work; with all such orders and decrees as exist or may be enacted by bodies or tribunals having any jurisdiction or authority over the work; and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree.

6.9 Warning Signs and Barricades: The Contractor shall provide adequate signs, barricades, fencing, lights and watchperson and take all necessary precautions for the protection of the work and the safety of the public.

6.10 Public Safety and Convenience: The Contractor shall at all times conduct the work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Engineer.

6.11 Crossing Utilities: When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

6.12 Sanitary Provisions: The Contractor shall provide and maintain such sanitary accommodations for the use of his/her employees and those of subcontractors as may be necessary to comply with local and State health requirements and regulations.

6.13 Use of Explosives: Blasting will not be permitted in any case without specific approval of the Owner and then only under such restrictions as may be required by the proper authorities and only when the Contractor has adequate blasting insurance in force.

When the use of explosives is necessary for the prosecution of the work, the Contractor shall use the utmost care so as not to endanger life or property, cause slides or disturb the materials outside the neat lines of the cross section.

Blasting shall be completed in the vicinity of new structures before construction on such structures is undertaken. All explosives shall be stored in a secure manner and place in compliance with local laws and ordinances and all such storage places shall be clearly marked "Dangerous - Explosives". No explosive shall be left in an unprotected manner along or adjacent to any existing roadway or public place.

PROGRESS AND COMPLETION OF THE WORK

7.1 **Notice to Proceed:** Following the execution of the Contract by the Owner, written Notice to Proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such effort as to secure the completion of the work within the time stated in the Contract Documents.

7.2 **Schedule of Completion:** The Contractor shall submit, at such times as may be reasonably requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work. Said schedules shall include dates at which the Contractor will start the several parts of work and estimated dates of completion of the several parts.

7.3 **Changes in the Work:** The Owner may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such changes.

7.4 **Extra Work:** New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or Special Provisions shall be done in accordance with the best practice as approved by the Engineer. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

7.5 **Extension of Contract Time:** A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner or by strikes, lockouts, fire, etc. may entitle the Contractor to an extension of time in which to complete the work as determined by the Engineer. The Contractor shall immediately give written notice to the Engineer and Owner of the cause of such delay.

7.6 **Use of Completed Portions:** The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. Taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time or both, as the Engineer may determine.

MEASUREMENT AND PAYMENT

8.1 **Detailed Breakdown of Contract Amount:** Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

8.2 **Progress Payments:** Where the project financing permits, the Contractor shall be entitled to monthly progress payments corresponding to the stage of the work. Progress estimates will be prepared by the Contractor not later than thirty (30) days after commencing work and every thirty (30) days thereafter, if so entitled, for the duration of the construction. These progress payments shall be based upon an approximate estimate of quantities of work completed and considered acceptable multiplied by the unit prices established in the Contract.

Cost of materials, properly stored, protected and insured at the site of work will be paid on monthly estimates only for the specific materials listed therein for partial payment. In preparing the monthly estimates, advancement will be made therein for ninety percent of the cost of such materials, as evidenced by invoices to the Contractor. All materials must conform to the requirements of the Specifications; however, advancement for materials will not constitute acceptance and any faulty material will be condemned although advancement may have been made for same in the estimates. Deductions at the same rates and equal in amount to the advancements will be made on the estimates as the material is used.

Quantities used for progress estimates shall be considered only as approximate and provisional and shall be subject to recalculations, adjustment and correction by the Engineer in subsequent progress estimates and in final estimates. Inclusion of any quantities in progress estimates, or failure to disapprove the work at the time of progress estimate, shall not be construed as acceptance of the corresponding work or materials.

Payment of the retained percentage shall be withheld for a period consistent with applicable state law following the final acceptance by the Owner and shall be paid to the Contractor at the expiration of said time period in event no claims, as provided by law, have been filed against such funds. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to pay the cost of such action and to cover attorney fees.

8.3 **Engineer's Action on a Request for Payment:** Within ten (10) days of submission of the Request for Payment by the Contractor, the Engineer shall:

- a. Approve the Request for Payment as submitted.
- b. Approve such other amount as he/she shall decide is due the Contractor, informing the Contractor in writing of the reasons for approving the amended amount.
- c. Withhold the Request for Payment, informing the Contractor in writing of the reasons for withholding it.

8.4 Owner's Action on an Approved Request for Payment: Within thirty (30) days, when monthly payments are specified, from the date of approval of a Request for Payment by the Engineer, the Owner shall:

- a. Pay the Request for Payment as approved.
- b. Withhold payment in accordance with Paragraph 8.5 informing the Contractor and the Engineer in writing of the reasons for withholding payment.
- c. Withhold any payment in accordance with statutory requirements.

8.5 Owner's Right to Withhold Payment of an Approved Request for Payment: The Owner may withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect him/her from loss for any of the following causes discovered subsequent to approval of a Request for Payment by the Engineer.

- a. Defective work.
- b. Evidence indicating the probable filing of claims by other parties against the Contractor.
- c. Failure of the Contractor to make payments to subcontractors, material suppliers or labor.
- d. Damage to another contractor.
- e. Conflict with legal requirements.

8.6 Interest on Unpaid Requests for Payment: Should the Owner fail to pay, unless otherwise regulated by statute, an approved Request for Payment within sixty (60) days from the date of approval by the Engineer, and should he/she fail to inform the Engineer and the Contractor in writing of the reasons for withholding payment, the Owner shall pay the Contractor interest on the amount of the Request for Payment at the rate of six percent (6%) per annum until payment is made.

8.7 Responsibility of the Contractor: Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the Contract Documents and complete said work within the time specified plus any additional time extensions that might be granted by the Owner.

Should the Contractor fail to complete the work within the time specified, he/she shall pay the Owner all extra cost for engineering and observation, as evidenced by suitable vouchers, and such damages as may be shown to have been incurred by the Owner due to failure to complete the work within the time limit.

8.8 Payment for Uncorrected Work: Should the Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.

8.9 Payment for Rejected Work and Materials: The removal of work and materials rejected and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor and he/she shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and subsequent replacement of acceptable work.

- a. Removal of rejected work or materials and storage of materials by the Owner shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his/her intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

8.10 Payments for Extra Work: Written notice of claims for payments for Extra Work shall be given by the Contractor within ten (10) days after receipt of instructions from the Engineer to proceed with the Extra Work and also before any work is commenced except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Engineer. The order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

- a. Unit prices or combinations of unit prices which formed the basis of the original Contract.
- b. A lump sum based on the Contractor's estimate, approved by the Engineer and accepted by the Owner.
- c. Actual cost plus 10% for overhead and profit.

8.11 Payment for Work Suspended by the Owner: If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor, the Contractor will be entitled to payment for all work done on the portions so abandoned, plus 10% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

8.12 Payment for Work by the Owner: The cost of the work performed by the Owner in removing construction equipment, tools and supplies and in correcting deficiencies shall be paid by the Contractor.

8.13 Payment for Work by the Owner Following His/Her Termination of the Contract: Upon termination of the Contract by the Owner, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner and approved by the Engineer.

8.14 Payment for Work Terminated by the Contractor: Upon suspension of the work or termination of the Contract by the Contractor, the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.

8.15 Payment for Samples and Testing of Materials: Samples shall be furnished by the Contractor at his/her expense.

- a. Initial testing of samples and materials furnished shall be arranged and paid for by the Owner. Subsequent testing due to failed tests shall be paid for by the Contractor.

8.16 Acceptance and Final Payment: When the Contractor has completed the work in accordance with the terms of the Contract Documents, the Engineer shall state his/her acceptance to the Owner and his/her approval of the Contractor's Final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. After acceptance of the work by the Owner, the Owner shall release the Contractor, except as to the conditions of the Bonds, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

8.17 Termination of Contractor's Responsibility: The Contract will be considered complete when all work has been finished, the final review made by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in these Contract Documents.

8.18 Correction of Work After Final Payment: The approval of the final Request for Payment by the Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defect, discovered within the time stated in the Maintenance Bond, from the date of written acceptance of the work. The Engineer shall decide all questions arising under this paragraph.

8.19 No Waiver of Legal Rights: Should an error be discovered in or payment of unauthorized work be made by the final estimate or should dishonesty on the part of the Contractor be discovered in the work, the Owner reserves the right, after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error, to recover the overpayment, or to make good the defects in the work resulting from the Contractor's dishonesty.

Revised 07/14

DIVISION 1 - SPECIAL PROVISIONS

SECTION 01100 SPECIAL CONDITIONS

PART 1: GENERAL

1.0 Soil Conditions

The Contractor shall accept the existing soil conditions at the site and shall make the excavations required in the Plans and Specifications. Structural or piping changes required by unforeseen soil conditions will be compensated for as provided by the extra work provisions of the Specifications.

Bidders are invited to make any soil borings or site determinations, which they deem necessary for preparation of their bids and proper execution of the Contract requirements.

1.1 Investigation of the Site and Oral Agreements

The Contractor shall investigate the nature and location of the work, the general and local conditions including but not limited to existing electrical distribution and other utilities, transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, fuel, roads and uncertainties of weather, ground water table or other physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered and the character of equipment and facilities needed prior to and during the prosecution of the work. The Contractor's failure to properly conduct such investigation shall not relieve him/her from the responsibility for performing the work for the Contract Sum.

No oral agreement or conversation with any officer, agent or employee of the Owner or the Engineer, either before or after the execution of this contract, shall effect or modify any of the terms or obligations contained in the Contract Documents.

1.2 Temporary Power

The Contractor shall be responsible for providing necessary power to perform all work under this Contract.

1.3 Legal Plats and Construction Layout

The Owner will furnish all legal plats describing the construction area, if required, and the Contractor shall, immediately upon entering the project site for the purpose of beginning work, locate reference points and survey monuments and take such actions as are necessary to prevent their destruction. The Contractor shall verify

existing conditions shown on the drawings before constructing any work and shall correct without additional charge to the Owner any defects in the work resulting from his failure to perform this verification.

The Contractor shall at his/her own expense lay out the work which shall include responsibility for all lines, elevations and measurements of buildings, grading, paving, utilities and other work executed by him/her under the Contract. The Contractor shall verify existing conditions shown on the drawings before laying out any work and shall correct without additional charge to the Owner any defects in the work resulting from his/her failure to perform this verification. The Owner will furnish horizontal and vertical control sufficient to use as a basis for staking the project. This will consist of one or more benchmarks and one or more base lines.

If, in the course of construction, survey monuments are destroyed, the Contractor shall be held responsible for replacement. If replacement is necessary, the Contractor shall, prior to final payment, obtain the services of a licensed surveyor who shall reestablish all such monuments with reference at no cost to the Owner.

The Contractor shall indemnify and hold harmless the Owner and Engineer from liability of any kind arising from any use, trespass, or damage occasioned, in whole or in part, by his/her operation on premises of a third person.

1.4 Access

Representatives of the Minnesota Pollution Control Agency and the U.S. Environmental Protection Agency shall have access to the project whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

1.5 Schedule and Sequence of Construction

Within ten days after issuance of the Notice to Proceed, the Contractor shall submit to the Engineer a balanced breakdown of the Contract Amount showing the value assigned to each part of the project. Upon approval of the Contract Amount by the Engineer, the breakdown will be used as the basis for all Requests for Payment.

The Contractor shall also submit to the Engineer at or before the Preconstruction Conference a planned sequence of construction, indicating the order and approximate dates of initiation and completion of each element of the project.

1.6 Compensation for Increased or Decreased Quantities

There will be no quantities which are subject to compensation for increased or decreased quantities as defined by the MNDOT Specification and General Conditions.

1.7 Observation and Testing

All work performed and all material and equipment furnished by the Contractor shall strictly conform to the drawings and specifications. Competent labor, mechanics, and tradesmen shall be used on all work.

The acceptance at any time of the materials by or in behalf of the Owner shall not bar the Owner from future rejection if they are subsequently found to be defective or inferior in quality or uniformity to the material specified.

Whenever the Engineer shall reject any material, such material shall be removed at once from the line of work at the Contractor's expense, and shall not be brought back.

The Engineer shall have the right to observe and witness routine testing of all work and materials covered by the specifications. He/she shall have the right to review the manner in which special or requested tests are conducted.

The City will obtain a Testing Laboratory and pay for soil investigation and tests including soil proctors and density tests, which meet the specification requirements. The City shall pay for all of the above tests and any additional testing where the soil densities fail to comply with specification requirements. No separate payment will be made to the Contractor for such testing as such costs shall be considered subsidiary to work for which payment is made. All other tests required to be performed by the Specifications shall be performed by an approved independent Testing Laboratory and the cost thereof shall be paid by the Contractor unless otherwise specifically stated in the Specifications.

Work rejected by the Engineer shall be replaced with acceptable work at the expense of the Contractor.

Any inspections, tests or approval of waiver of tests shall not in any way relieve the Contractor of full responsibility for furnishing apparatus, equipment and all materials meeting the guaranteed performance and requirements of the Contract.

1.8 Materials and Equipment

All materials and equipment shall be new and unused unless otherwise specified, shall be of good quality, free from faults and defects, and shall meet or exceed the requirements of the specifications.

1.9 Cross References

The cross references listed in several Sections of these Specifications shall be used as a general guide only and shall not determine or limit the extent of the work required by the balance of the Specifications or Drawings.

1.10 Minnesota Department of Transportation Standard Specifications

When work is specified to comply with Minnesota Department of Transportation (MNDOT) "Standard Specifications for Construction," the latest edition of all standards shall apply, except that the Contractor will be solely responsible for the means, methods, techniques, sequences, procedures of construction, safety requirements and first aid requirements and any portion of said Standard Specification which infer otherwise shall be disregarded. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Copies of said specifications may be obtained from the Minnesota Department of Transportation.

1.11 Applicable Codes and Regulations

All work shall conform to the requirements of all National, State or local laws, ordinances, building codes or other regulations that are in effect at the place of work. The contractor shall complete the attached City of Kasson building permit for demolition. The City will pay all fees associated with this permit.

1.12 Shop Drawings and Samples

Refer to General Conditions Section 3.9 for submittal requirements.

1.13 Progress and Completion

The work shall be commenced and completed within the time limits stated in the Bid Announcement.

The Contract Time may be extended by the Owner in an amount equal to the time lost due to delays beyond the control of the Contractor if he/she makes a claim therefore in accordance with the General Conditions. Such delays shall include delays caused by fire, flood, labor strikes, epidemics, abnormal weather conditions, or Acts of God. A weather condition which is not more extreme than has occurred at the closest official weather recording stations in the most recent five year period will not be considered an abnormal weather condition. The term "Act of God" as used herein above shall be defined as an inevitable accident; such as an extraordinary interruption of the usual course of events that no experience, foresight or care which might reasonably have been expected could have foreseen or guarded against it, as lightning or tornadoes.

The parties hereby agree that damages occasioned the Owner by the Contractor's failure to complete the work within the Contract time are difficult to measure. Therefore, if the Contractor does not complete all work under this Contract as required here-in above, the Contractor shall pay to the Owner the sum of Five Hundred and NO/100 Dollars (\$500.00) per calendar day as agreed liquidated damages accrued by the Owner as a result of not having 100% use of the facilities and for administrative costs and professional services. Said payment of liquidated damages at the daily rate stated above shall continue until all work is satisfactorily

completed as specified and so determined by the Engineer. The Owner shall have the right to collect the above described liquidated damages by deducting said amounts from funds payable to the Contractor or by such other means as are available. In addition to the above liquidated damages for delay in performance, the Owner reserves all rights and remedies he may have against the Contractor for breach of Contract. Time is of the essence.

1.14 Sundays, Holidays and Overtime

Any work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the Owner. Additionally the Contractor shall reimburse the Owner for additional Engineering expenses incurred during such period of Sunday, legal holiday or after regular working hours when work is being performed.

1.15 Work in Cold Weather

During cold weather construction operations, the Contractor shall protect all work, heat materials and provide sufficient temporary heat for drying, curing and conditioning of materials.

1.16 Sales Tax, Permits, Licenses and Miscellaneous Fees

Refer to Information for Bidders Section for State Sales Tax Information. The Contractor shall pay all other sales, consumer, use and similar taxes required by the law where the work is to be performed.

The Contractor shall be responsible for obtaining all the necessary permits and licenses required by law. Any utility connection charges or other miscellaneous fees shall be paid by the Contractor.

1.17 Environmental Protection

The Contractor is required to rigorously control the work so that the environment including air, water, and land is not environmentally damaged by dust, runoff, erosion, and/or noise during the course of construction. When spoil from earthwork is stored as part of the Contract work, it will be protected by barriers or dikes to prevent erosion of spoil material and runoff of solids to any stream or other body of water. To ensure adequate erosion and sedimentation control, the Contractor shall be familiar with the following manuals:

- A. EPA-B27-2015 "Guidelines for Erosion and Sedimentation Control Planning and Implementation", (August, 1972) and
- B. EPA 430/9-73-007 "Processes, Procedures and Methods to Control Pollution Resulting from all Construction Activity", (October, 1973).

In accepting the Contract, the Contractor accepts full liability for any lawsuits brought

by any person, corporation or agency as a result of environmental damage caused by the construction work.

Erosion and sediment control shall be constructed prior to the start of grading operations, and shall remain functioning until turf is re-established. Payment for erosion and sediment control shall include compensation for their maintenance and removal. This shall also include removal of all silted materials and turf establishment at erosion control locations.

Any displacement of erosion control by surface drainage shall be considered defective work. Clean up and disposal of all materials, which are carried downstream, shall be included along with other required repair work.

1.18 Historical/Archaeological

If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease all operations affecting the find and shall notify the Owner who shall notify the Minnesota Department of Natural Resources and the State Historic Preservation Officer, Minnesota State Historical Department. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a Notice to Proceed only after the appropriate State official has surveyed the find and made a determination of value and effect and submitted such determination to Minnesota Department of Natural Resources and the Owner. Compensation to the Contractor if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

1.19 Engineer-Architect References

References to Engineer, Architect-Engineer or Architect in these contract documents are to be considered as synonymous.

1.20 Record Drawings

The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.

All work shall be clearly shown and the record drawings shall be satisfactory to the Owner in order to insure that adequate information is indicated to show the actual construction. One complete set of the record drawings shall be furnished to the Engineer prior to submittal of the final Application for Payment. Failure of the Contractor to maintain an up-to-date set of record drawings on the project site shall be reason to withhold payments. All underground lines shall be referenced to surface landmarks so the exact location can be determined from the record drawings.

1.21 Items Incidental to the Project

Items indicated on the plans and not listed separately on the Proposal Form shall be included in the construction as part of the Contractor's responsibility at no additional cost to the Owner.

1.22 Precedence Within the Specifications

Should any of the items of these Special Provisions conflict with any other items of the Contract Documents, these Special Provisions shall govern.

1.23 Existing Utilities

The Contractor shall contact the utility companies having existing facilities in the project area to determine the exact location of their buried facilities. It shall be the Contractor's responsibility to inform, periodically, the affected utility managers of his/her operations.

The Contractor shall protect the identified facilities from damage due to his operations. The Contractor shall be responsible for any damage to located and identified facilities.

Utility locations shown on the plan sheets are approximate only. The Contractor shall call "Gopher State One Call 1-800-252-1166" for actual utility locates prior to construction.

1.24 Protection of Work and Property

The Contractor is responsible for job-site safety and for protection of workers and the public from construction site hazards. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract.

The Contractor shall confine the work to the limits of the easements or right-of-way provided for the construction. The Contractor will be held responsible for any damages sustained to adjoining public or private property as a result of the work and shall restore and replace all such damaged property at his/her expense. Any damage to paved areas or rutting and damage to grass areas shall be restored and replaced at no additional cost to the Owner.

1.25 Removals and Excess Excavation

All removals, excess earth, pavement debris, concrete and other materials removed for the project construction will become the property of the Contractor. The Contractor shall dispose of and/or stockpile these items in accordance with applicable laws and regulations or as otherwise directed by the Owner.

1.26 Cleanup

The term "cleanup" applies to the backfilling and compaction of trenches and related excavation, the removal of excess materials, the cleaning of streets adjacent to construction, the shaping of ditches and grassed areas, the replacement of removed driveways, sidewalks and street paving, and related work necessary to restore the construction area to its original condition and usability.

Unnecessary delay by the Contractor in cleanup may result in the suspension of further construction until such cleanup is completed.

1.27 Temporary Storage

Limited temporary storage of materials on city property adjacent to work areas may be permitted when approved by the Engineer, provided such storage does not interfere with the safety of the public or vehicular access to adjacent properties.

The Contractor may at his own risk and expense, arrange for storage of materials and equipment on private property with the approval of the Engineer.

1.28 Street Closings

The Contractor shall notify the appropriate City officials at least 48 hours prior to closing any streets. Warning signs and barricades shall be provided to adequately alert motorists to the closed streets.

1.29 Signs and Barricades

The Contractor shall furnish, erect and maintain all signs, barricades, fencing, etc. to adequately mark and protect the construction area. Flashing lights shall be provided for nighttime marking.

1.30 Safety and Health Requirements

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs for their employees in connection with the work. Furthermore, the Contractor is responsible to provide a safe work site for employees and/or representatives of the owner.

The Contractor shall comply with all Federal, State and local safety requirements. The Contractor shall have a current safety plan and a designated safety officer. Copies of the plan will be made available to the Owner if requested.

1.31 Existing Pavement Removal

Removal of existing paved streets, curb and gutter, driveways and sidewalks shall be to the extent shown in the plans or as directed by the Engineer. Removals adjacent

to sections that are to remain shall be saw cut.

1.32 Dewatering

Dewatering for this project, if required, shall be incidental to the demolition. Contractor is responsible for disposal of water and all effects of dewatering, including noise caused by equipment and erosion caused by operations. Owner does not pay for erosion control structures used in dewatering operations.

1.33 Staging Area

The staging area at the project site for the Contractor shall be determined during the pre-construction conference with the Owner and Engineer.

1.34 Hazardous Building Materials and Regulated Waste Removal, Handling and Disposal

All hazardous building materials and regulated waste shall be removed, handled and disposed of in accordance with applicable Local, State and Federal Regulations. Pre-demolition Hazardous Building Materials Inspection Reports for 85 East Veterans Memorial Highway and 102 15th Street NE have been included in the Appendix of these Specifications.

1.35 (1701) Laws to be Observed (Building Removals)

MN/DOT 1701 is supplemented by the following:

A. The Contractor shall use MnDOT-approved companies for testing, waste transport and disposal of asbestos and regulated wastes, as provided in MnDOT's manual "Asbestos and Regulated Waste Manual For Structure Demolition Or Relocations for Construction Projects". The manual is available on the following website:<http://www.dot.state.mn.us/environment/buildingbridge/index.html>. Contact Mark Vogel at 651.366.3630 or Jackie Klein at 651.366.3637, Office of Environmental Stewardship, with any questions regarding the manual. The Contractor shall use only MPCA-permitted Combined Solid Waste Disposal Facilities to dispose of all solid waste, including demolition debris. Do not dispose demolition debris in a permit-by-rule landfill.

B. The Contractor shall:

1. Comply with applicable federal and state regulations in performing all work.
2. Provide the Minnesota Pollution Control Agency (MPCA) and the Engineer written notice of intent to demolish or move a structure. A copy form has been included in Appendix A. Provide such notice to the MPCA and the Engineer at least 10 working days before any move or demolition.
3. In addition to (1) and (2), if the buildings contain any asbestos, the Contractor shall:

- a. Use a MnDOT-approved oversight contractor to oversee the work of the MnDOT- approved asbestos abatement contractor.
 - b. If there is over 160 sq ft, 260 linear ft, or 35 cu ft of asbestos on the premises, submit "Notification of Asbestos Related Work", to the MPCA and the MN Department of Health. Submit notice at least 10 working days before commencing abatement activities. The Contractor shall submit a copy of the completed notification to the Engineer at the same time.
 - c. Submit all required documentation to the MPCA and the MN Department of Health, and copy the Engineer on all submittals. Information on MPCA requirements can be found at http://www.pca.state.mn.us/programs/asbestos_p.html. Information on Department of Health requirements can be found at: <http://www.health.state.mn.us/divs/eh/asbestos/index.html>.
 - d. Comply with all applicable USDOT packaging and transportation requirements when transporting asbestos-containing waste. The Contractor shall provide the Engineer with all Asbestos- Containing Material Transportation shipping papers/manifests. Shipping paper guidance can be found at: <http://www.dot.state.mn.us/environment/buildingbridge/disposal.html>.
 - e. Dispose of all asbestos-containing waste in an MPCA-permitted mixed municipal solid waste or Industrial landfill, or a landfill permitted to accept asbestos-containing waste as listed under Landfills/Regulated Waste at: <http://www.dot.state.mn.us/environment/buildingbridge/index.html> under Approved Contractors. Do not dispose of asbestos-containing waste in demolition debris landfills.
 - f. Ensure that the oversight contractor provides the Engineer with a final report meeting the requirements contained in MnDOT's manual "Asbestos and Regulated Waste Manual for Structure Demolition or Relocations for Construction Projects". The manual is available on the following website: <http://www.dot.state.mn.us/environment/buildingbridge/index.html>.
 - g. If the Contractor encounters additional asbestos materials or regulated wastes that is not noted in the Pre-Demolition Hazardous Building Materials Inspection Reports, the Contractor shall notify Engineer who shall suspend work. Abatement of the additional asbestos materials or regulated wastes will be paid for as Extra Work in accordance with MnDOT 1402.5. No extra work shall proceed until the price has been agreed to.
4. Comply with the requirements specified in MnDOT's manual "Asbestos

and Regulated Waste Manual for Structure Demolition or Relocations for Construction Projects" available on the following website: <http://www.dot.state.mn.us/environment/buildingbridge/index.html>.

C. The Contractor shall comply with all applicable MnDOT policies and all applicable laws, rules, and regulations governing removing and recycling/disposing of any regulated wastes including, but not limited to: (see manual for procedures and approved contractors/end sites)

1. Asbestos
2. Refrigerants
3. Polychlorinated biphenols (PCB's)
4. Mercury
5. Lead
6. Other Regulated/Hazardous Waste
7. Solid Wastes

When shipping any of these wastes, the Contractor must comply with USDOT packaging and transportation requirements. The Contractor shall provide the Engineer with a documentation trail showing all waste properly transported and recycled or disposed of.

D. FAILURE TO COMPLY WITH THE NOTIFICATION PROVISIONS IN THIS SECTION WILL BE DEEMED A MATERIAL BREACH OF CONTRACT. IF A REGULATORY AGENCY IMPOSES MONETARY SANCTIONS ON THE CITY OF KASSON THAT ARE BASED, IN WHOLE OR IN PART, UPON THE ACTS OR OMISSIONS OF THE CONTRACTOR, THE CONTRACTOR AGREES TO INDEMNIFY THE CITY OF KASSON AND TO HOLD THE CITY OF KASSON HARMLESS FOR SAME, EXCEPT TO THE EXTENT THAT ANY SANCTIONS WERE CAUSED BY THE CITY OF KASSON'S OWN NEGLIGENCE.

1.36 Pre-Bid Conference

There will NOT be a Pre-Bid Conference held for this project. Visits to the site shall be by appointment only, and shall be between the hours of 9 AM – 3 PM, Monday through Friday. Contact Charlie Bradford at The City of Kasson (507-421-2279) in order to schedule any site visit appointments.

END

DIVISION 2 – SITE WORK

SECTION 02050 DEMOLITION

PART 1: GENERAL

1.0 Scope of Work

- A. The work to be performed under these specifications included the demolition and disposal of all structures and debris existing on the properties located at 85 E Veterans Memorial Highway & 102 15th Street NE. Contractor shall provide labor, equipment and supervision required to perform the work in accordance with all applicable ANSI/OSHA rules and regulations.
- B. The building removal shall be performed in accordance with the provisions of MN/DOT 2103, except as modified and supplemented below.
- C. Related work covered elsewhere:
 - 1. Excavation, Filling and Backfilling - Section 02200
 - 2. Soil Preparation, Seeding and Sodding - Section 02810

PART 2: EXECUTION

2.0 General

All structures noted on plan for 85 East Veterans Memorial Highway shall be demolished and all foundations and slabs shall be removed to two (2) feet below proposed ground elevation. All internal pumps, equipment, mechanisms, piping and electrical shall be disconnected and removed to two (2) feet below the proposed ground elevation, unless otherwise noted. All removed materials shall become the property of the Contractor and shall be disposed of by him/her in a state certified landfill or in disposal areas that are in accordance with applicable laws and regulations. The method and location of disposal shall be consistent with applicable laws, regulations, and ordinances. The bottoms of the structures shall be broken to prevent water accumulation and the remaining structure shall be filled with granular backfill or acceptable on-site material to the proposed ground elevation. Filling shall be in compliance with Section 02200.

All structures noted on plan for 102 15th Street NE shall be demolished and all foundations and slabs shall be demolished and removed. All internal pumps, equipment, mechanisms, piping and electrical shall be disconnected and removed, to two (2) feet below the proposed ground elevation unless otherwise noted. All removed materials shall become the property of the Contractor and shall be disposed of by him/her in a state certified landfill or in disposal areas that are in

accordance with applicable laws and regulations. The method and location of disposal shall be consistent with applicable laws, regulations, and ordinances. The bottoms of the structures shall be broken to prevent water accumulation and the remaining structure shall be filled with granular backfill or acceptable on-site material to the proposed ground elevation. Filling shall be in compliance with Section 02200.

Pre-Demolition Hazardous Building Materials Inspection Reports for 85 East Veterans Memorial Highway and 102 15th Street NE have been included in the Appendix of these Specifications. All items to be removed are the responsibility of the Contractor and are to be addressed as recommended in the Report.

Contractor shall be responsible for pumping the grinder pump station prior to performing demolition/removal.

The Contractor shall take all special precautions required to protect the public. Care shall be taken to prevent damage to the existing structures remaining as is. Damage, if any, shall be repaired equal to the same condition as it was before the work was started. The Laws of the State in which the project is located and other Governmental Bodies applicable to Demolition Work shall, at all times, be observed.

Disconnect any existing electrical service to items prior to demolition and/or removal of the items, or any associated items that may also be affected.

Contractor shall restrict access to the demolition area.

2.1 Asbestos and Regulated Waste

All asbestos and regulated waste/material assessments and removals shall be in accordance with all applicable rules/regulations and MN/DOT Policy. See Division 1 – Special Provisions Section 01100.1.34 (LAWS TO BE OBSERVED (BUILDING REMOVALS)) for additional information.

All asbestos and regulated waste shall be disposed of in accordance with Section 01100.1.34 (LAWS TO BE OBSERVED (BUILDING REMOVALS)).

If during the course of the building removal process, additional asbestos materials or regulated wastes, other than that noted in the Plans or Special Provisions are encountered, the Contractor shall notify the Engineer who shall suspend work and the Contractor shall furnish a documented inspection consistent with Section 01100.1.34 (LAWS TO BE OBSERVED (BUILDING REMOVALS)). The work, as outlined in this paragraph, will be paid for as Extra Work. No extra work shall proceed until the price has been agreed to.

All regulated waste shall be removed prior to the start of demolition. All material shall be removed, identified, and disposed of in accordance with Section 01100.1.34 (LAWS TO BE OBSERVED (BUILDING REMOVALS)). The Contractor will not receive permission to begin the removals, with the exception of material needed for

regulated waste assessment or testing, until the Engineer has copies of all required notices.

The Contractor will not be allowed to proceed with the demolition or moving of buildings until the Engineer has received copies of all required notifications as indicated in Section 01100.1.34 (LAWS TO BE OBSERVED (BUILDING REMOVALS)).

See the Pre-Demolition Hazardous Building Materials Inspection Reports for 85 East Veterans Memorial Highway and 102 15th Street NE for information on whether or not asbestos or regulated waste was detected in the buildings and must be removed.

2.1 Surface Restoration

After demolition, all disturbed surfaces shall be restored to equal or better condition than original. Contractor shall grade all disturbed areas to smooth uniform lines without clumps, clods or debris and provide fill in areas where voids remain after materials have been removed.

Any adjacent facilities damaged during demolition shall be restored to original condition by the Contractor at no expense to the Owner.

After removal operations are completed and the site has been graded, the Contractor shall seed the site in compliance with Section 02810.

2.2 Utility Services and Yard Piping Abandonment

Piping which does not interfere with any part of the demolition work may be abandoned. Abandoned pipes may be left in place provided pipe ends are plugged with two (2) feet of non-shrink grout. All yard valves on abandoned sections of pipe shall be closed. Pipes less than 4" in diameter do not need to be plugged, unless they are connected to a wall of a structure that is not to be demolished. Piping with less than two foot of cover shall be removed. Trenches left by the removal of such items shall be filled and compacted to match existing or proposed ground elevation. Backfilling shall be in compliance with Section 02200.

A. 85 E Veterans Memorial Highway

The grinder pump station shall be removed, the forcemain connection at the manhole shall be plugged and the sewer service shall be abandoned. The existing water service shall be capped on the back side of the curb stop and the water service shall be abandoned.

B. 102 15th Street NE

The corporation stop, curb stop and curb box shall be removed. The watermain shall be sleeved at the corporation stop location and the water

service shall be abandoned. The sewer service shall be capped at the main and the sewer service shall be abandoned.

The Contractor shall leave the trenches open at the point where the services are disconnected until inspected by the Public Works Supervisor. The Contractor shall coordinate the inspection.

2.3 Disconnection of Electric, Gas, Cable and Telephone Services

The above mentioned services shall be abandoned in accordance with the requirements of the individual utilities. The Contractor is responsible for the coordination with the various utilities for proper abandonment prior to demolition of the structure.

3.0 Measurement and Payment

- A. A Bid Item has been provided for 85 E Veterans Memorial Highway Structure Demolition and Site Stabilization. Excavation, filling, backfilling, soil preparation, seeding, sodding, removal of grinder pump station, plugging grinder discharge in manhole, surface restoration, removal of debris, removal of mailbox, removal of all trees and stumps, removal of foundations and slabs to two (2) feet below the finished grade, abandoning of water and sewer services, removal of asbestos and regulated waste and coordination for the removal of private utilities shall be considered incidental.

- B. A Bid Item has been provided for 102 15th Street NE Structure Demolition and Site Stabilization. Excavation, filling, backfilling, soil preparation, seeding, sodding, removal of the corporation stop, sleeving watermain, removal of the curb stop, removal of the curb box, abandoning water service, capping sewer service at the main, abandoning sewer service, removal of aggregate surfacing, surface restoration, removal of all trees and stumps, removal of foundations and slabs, removal of asbestos and regulated waste and coordination for the removal of private utilities shall be shall be considered incidental.

END

DIVISION 2 - SITE WORK

SECTION 02200 EXCAVATION, FILLING AND BACKFILLING

PART 1: GENERAL

1.0 Scope

A. This specification covers the furnishing of all labor, materials, equipment and services necessary for and incidental to the proper completion of borrow operations, excavation, filling, backfilling and grading to provide finished grades in accordance with the Plans and Specifications.

B. The requirements of Section 01100 shall apply to the work under this section.

C. Work Included:

1.0 Scope

1.1 Quality Assurance

1.2 Job Conditions

1.3 Standard Specifications and Standards

2.0 Classification of Materials

2.1 On-Site Fill Material

2.2 Other Materials

3.0 General

3.1 Clearing and Grubbing (Removed)

3.2 Stripping, Salvaging, and Spreading Topsoil

3.3 Excavation

3.4 Fill and Compaction in Areas Not Defined for Buildings, Driveways, Roads, Dikes, and Paving

3.5 Fill and Compaction in Areas Defined for Driveways, Roads, Dikes, and Paving

3.6 Fill and Compaction in Areas Defined for Building and Tank Foundations (Removed)

3.7 Backfilling

3.8 Grading

3.9 Cleaning Up and Maintenance

1.1 Quality Assurance

Material testing and observation for quality assurance during earthwork operations will be provided as specified in Section 01100.

1.2 Job Conditions

A. Dust Control

1. Use all means necessary to control dust on and near work, if such dust is caused by the Contractor's operations during performance of the work or if resulting from the condition in which the Contractor leaves the site. All dust control methods will be reviewed with the Owner's Representative.

B. Protection:

1. Use all means necessary to protect all materials of this Section before, during, and after installation and to protect all objects that are to remain.
2. In the event of damage, immediately make all necessary repairs and replacements to the satisfaction of the Owner's Representative and at no additional cost to the Owner.

1.3 Standard Specifications and Standards

A. The current Specifications of the Minnesota Department of Transportation (MnDOT), "Standard Specifications for Highway Construction" shall apply to this work insofar as applicable and except as modified herein. The Sections for "Methods of Measurement" and "Basis of Payment" will not apply.

B. Compaction requirements stated in percentages refer to the minimum degree of compaction required in relation to the maximum dry density of the backfill material as determined in the laboratory in accordance with ASTM D-698, Standard Proctor Density.

C. The moisture content shall be within the limits of plus or minus two percent (2%) of optimum for maximum density, where required.

D. Codes and Standards

Comply with the applicable provisions of the codes and standards published by the following organizations to the extent indicated by reference thereto:

1. "American Society of Testing and Materials" (ASTM)
2. "American Association of State Highway and Transportation Officials" (AASHTO)

PART 2: PRODUCTS

2.0 Classification of Materials

A. Earth:

All materials not classified as rock include clay, silt, sand, gravel, hardpan, disintegrated shale and rock debris, junk brick, loose stones, and boulders.

B. Rock:

1. Solid deposits so firmly cemented together that their removal requires continuous use of pneumatic tools or blasting.
2. Use blasting only with written permission of the Engineer.

2.1 On-Site Fill Material

A. All materials used for filling and backfilling, except crushed stone as defined under Item B below, shall be obtained from any excess excavation. Such material shall be suitable for the purpose intended and shall be capable of being compacted to the desired density. Except as noted on the plans, all fill material shall be soil, soil-gravel mixture, or soil-rock mixture which is free from organic matter and other deleterious substances; it shall contain no rocks or lumps over eight (8) inches in greatest dimension. Undesirable material shall be wasted by the Contractor at a location designated by the Owner's Representative on the construction site. Material used for fill or backfill shall not contain sticks, roots, debris or organic matter.

B. Granular Backfill material shall be composed of particles passing the No. 8 sieve or these particles in combination with coarser particles passing the 3-inch sieve with fine particles predominating so that voids between coarse particles are not likely to occur. The material shall be drainable with the portion passing the No. 200 sieve not to exceed 10 percent.

2.2 Topsoil Borrow

If needed all additional fill material shall be of equal quality to the soil adjacent to the excavation, and free of rubble or organic matter. The Contractor shall provide for a minimum depth of 4 (four) inches of topsoil over the excavated area. There shall be no payment for additional fill material, which shall be considered incidental to the demolition bid price.

2.3 Other Materials

All other materials, not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor subject to review by the Owner's Representative.

PART 3: EXECUTION

3.0 General

A. Familiarization

Prior to all work of this Section, become thoroughly familiar with the site, the site conditions, and all portions of the work falling within this Section.

B. Backfilling prior to approvals:

1. Do not allow or cause any of the work performed or installed to be covered up or enclosed by work of this Section prior to all required reviews and tests.
2. Should any of the work be so enclosed or covered up before it has been reviewed and/or tested, the Contractor shall uncover all such work at no additional cost to the Owner.

3.1 Clearing and Grubbing (Removed)

3.2 Stripping, Salvaging, and Spreading Topsoil

A. General:

1. Respread stripped topsoil in disturbed areas to a uniform depth.
2. Areas where the strippings will be stockpiled will be discussed at the pre-construction conference and reviewed by the Owner's Representative and Owner.

B. Topsoiling:

1. Material

Topsoil can be material obtained on-site from stripping and stockpiling in disturbed areas. Topsoil borrow will also likely be needed to complete the work. During the course of stripping, stockpiling, and spreading of topsoil, the topsoil shall be protected against the admixture of foreign debris. Remove from the topsoil prior to spreading all sticks, stones, and refuse 1 inch or more in any dimension.

2. Grade verification:

Before commencing the spreading of topsoil, verify that the subgrades are at the proper elevation to accept the topsoil.

3. Time of work:

Spreading of topsoil may be from early spring to late fall when no frost exists in the ground or is likely to occur.

4. Spreading of topsoil:

a. When construction work is finished and after rough grading has settled and been reviewed, and immediately prior to finished grading, any sticks, stones, or foreign material 3 inches or greater shall be removed from the subgrade, and the surface shall be harrowed or otherwise loosened to a depth of 3 inches.

b. Topsoil shall be spread over all disturbed areas of the project site where construction activity has disturbed the natural grass cover and shall conform smoothly to the lines, grades, and elevations shown.

5. After spreading topsoil all large stiff clods, hard lumps, roots, litter, other foreign matter, and stones larger than 1 inch in greatest dimensions shall be raked up from the topsoiled areas and removed from premises or disposed of in a manner satisfactory to the Owner's Representative. All topsoiled areas shall be raked to a smooth uniform surface.

Topsoil shall not be spread if the topsoil or the subgrade is in a muddy condition.

3.3 Excavation

A. General

1. The Contractor shall be responsible for excavating all materials encountered and performing all earthwork required for the construction of the improvement. The excavation shall be made outside of walls as required for placement and removal of forms, installation of services and inspection.

2. Unless otherwise shown or specified, there shall be no extra payment or other charges due to the encounter of unexpected materials.

3. Surplus excavated material shall be deposited on the site by the Contractor as directed by the Owner's Representative. Any such work shall be considered incidental to the Contract and shall be accomplished by the Contractor without extra compensation.

4. If the Contractor is in doubt as to the bearing capacity of the soil at the bottom of the footings or other work, he/she shall notify the Owner's Representative before proceeding with his/her work. By failing to do

this, he/she shall be responsible for any damage to the structure due to settlement.

The Contractor shall do all shoring necessary to maintain banks or excavation or to protect property and shall be held responsible for any damage done due to failure of such.

5. The work shall be conducted so that excavations shall drain.

6. Depressions Resulting from Removal of Obstructions:

Where depressions result from or have resulted from the removal of surface or subsurface obstructions, open the depression to equipment working width and remove all debris and soft material as directed by the Owner's Representative.

7. Other Areas:

a. Where excavation grades are not shown on the plans, excavate as required to accommodate the installation.

b. All final exposed borrow excavation slopes shall be no steeper than 3:1 and shall be graded to drain.

B. Excess Water Control

1. Unfavorable Weather:

Do not place, spread, or roll any fill material during unfavorable weather conditions.

2. Flooding:

Provide berms or channels to prevent flooding of subgrade; promptly remove all water collecting in depressions.

3. Softened Subgrade

Where soil has been softened or eroded by flooding or placement during unfavorable weather, remove all damaged areas and re-compact as specified for fill and compaction below.

4. Dewatering:

a. Provide and maintain at all times during construction, ample means and devices with which to promptly remove and dispose

of all water from every source entering the excavations or other parts of the work.

- b. Dewater by means which will ensure dry excavations and the preservation of structures and the final lines and grades of bottoms of excavations.

3.4 Fill and Compaction in Areas Not Defined for Buildings, Driveways, Roads, Dikes, and Paving

A. Surface Preparation:

- 1. When fill is to be placed over the existing grade, the area shall first be stripped in accordance with Article 3.2 of this section.
- 2. Embankments placed on or against an existing slope shall be keyed into the natural slope. The slope shall be cut with a continuous series of steps or benches extending at least 3 feet horizontally into the natural slope. The bench under the toe of the fill shall be at least 10 feet wide horizontally.

B. Filling:

Spread fill material in layers not exceeding 8 inches in uncompacted thickness.

C. Moisture-conditioning:

Water or dry the fill material as necessary and thoroughly mix to obtain a moisture content which will permit proper compaction.

D. Earth Fill Compaction Requirements:

- 1. All fill, including that placed in spoil areas, shall be compacted in accordance with MnDOT Standard Specification 2105.
- 2. Re-spread or stockpiled topsoil shall not require compaction.

3.5 Backfilling

A. General

Backfill shall not be placed until excavation is cleaned of all trash and debris, and the work reviewed by the Owner's Representative.

B. Backfilling

Backfill material shall be placed in six-inch lifts and be mechanically compacted.

C. Backfilling in Freezing Weather

Backfilling shall not be done in freezing weather or with frozen material.

3.6 Grading

- A. General: Except as otherwise directed by the Owner's Representative, perform all grading required to attain the elevations indicated on the plans. All bulges shall be removed and all sags filled unless shown on the plans.
- B. All finishing work shall be kept as close as possible to construction operations. The Contractor will be expected to complete erosion control work on all finished areas within five working days after completion of finishing. The Contractor will be expected to keep finishing operations current with other construction operations and to keep erosion control operations current with finishing operations near the end of the seeding period so that unfinished or finished and unseeded work in the winter season is at a minimum.
- C. If the Contractor fails to maintain partly finished work in a satisfactory manner when so ordered by the Owner's Representative, all other work shall be discontinued until all finishing and maintenance work is in a satisfactory condition.
- D. Treatment after completion of grading:
 - 1. After grading is completed and the Engineer has finished his review, permit no further excavation, filling, or grading except with the authorization of the Owner's Representative.
 - 2. Use all means necessary to prevent the erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.

3.7 Cleaning Up and Maintenance

- A. Upon completion of the work of this section, immediately remove all debris from the site. The Contractor shall maintain the site during the process of construction up to the final acceptance of the project.

Part 4: MEASUREMENT AND PAYMENT

4.0 Measurement and Payment

- A. No bid item has been provided for excavation, filling and backfilling. Excavation, filling and backfill shall be considered incidental to the Bid Items provided for 85 E Veterans Memorial Highway and 102 15th Street NE Structure Demolition and Site Stabilization.

END

DIVISION 2 - SITE WORK

SECTION 02810 SOIL PREPARATION, SEEDING AND SODDING

PART 1: GENERAL

1.0 Scope

Work under this section shall include all labor, equipment, materials and services specified or incidental necessary to complete all work of soil preparation, fine grading, seeding, planting, fertilizing, sodding and any other special items shown on drawings or specified herein.

Turf restoration shall be completed according to the following specifications on all disturbed areas within the project area.

PART 2: PRODUCTS

2.0 Materials

All materials shall be the best available and samples shall be submitted for inspection. Samples shall be stored on site until furnishing of materials is completed. Delivery may begin on approval of samples submitted, or as directed. Material samples shall include fertilizers, manure, seeds, erosion control matting and plants.

- A. The fertilizer shall be MnDOT 3881 Type 2 – Phosphorus Free Fertilizer. It shall meet the requirements of Type 1 commercial fertilizer except that it shall contain no phosphorous. It shall be free flowing and suitable for application with approved spreader; conforming, granular or pelleted with 50 percent of total nitrogen derived from natural organic material in a slowly available form; delivered in original unopened containers with the analysis, type and trade name attached to each container. The rate of application shall conform to that shown on the drawings or as otherwise specified and shall be applied to all areas to be seeded.
- B. Seed mixture shall be MnDOT 3876 Mixture Number 260 (Commercial Turf), and shall be applied to all areas designated on the plans or as directed by the Engineer.

Bluegrass, Kentucky "Certified Park"	32%
Bluegrass, Canada	10%
Bluegrass, Kentucky – Low Maintenance	30%
Fescue, hard	8%
Rye-grass, perennial	20%

- C. Topsoil: Natural, friable, fine loamy soil possessing the characteristics of representative topsoils in the vicinity which produces a heavy growth; free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1 inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations, having a minimum of pH of 6.0 and a maximum pH of 7.0 and obtained from naturally well drained areas which have never been stripped before. (Topsoil shall not be delivered in a frozen or muddy condition.)
 - 1. Topsoil shall be placed to a depth of four (4) inches, all areas to be seeded or sodded.
- D. Mulch shall conform to MnDOT 3882, Type 1 at 2 ton per acre.

PART 3: EXECUTION

3.0 Work Procedures

Work procedures shall follow customary practice and shall commence as soon as the site is available, as directed by the Engineer, and as soon as weather conditions permit.

- A. Finish grades, within this Contract, shall be those shown on the Plans and may have a tolerance of 0.1 ft. Where no grades are shown, areas shall have a smooth and continual grade between existing or fixed controls (such as walks, curbs and elevations at steps of buildings) and elevations shown on Plans. All finish grades shall meet approval of the Engineer.
 - 1. Finish grading shall consist of uniformly and thoroughly cultivating soil to a minimum of 6 inches by approved power equipment. Areas inaccessible to power equipment shall be cultivated by hand.
 - 2. After tilling, all areas shall be brought to uniform grade by floating or hand raking. Remove stones or foreign matter over two (2) inches in diameter from top two (2) inches of soil.
 - 3. Soil adjacent to wood headers and paved areas shall be finished at 1 inch below top of headers or pavement.
 - 4. Grade lawn areas to finish grades, filling as needed or removing surplus dirt and floating areas to a smooth uniform grade as indicated on the Plans. All lawn areas shall slope to drain.
- B. Fertilizing Prior to Seeding or Sodding
 - 1. Fertilizer should be applied within ten days before seeding or sodding.

2. The specified fertilizer shall be applied at the rate of 20 lbs. per 1,000 sq. ft.
3. Thoroughly and evenly incorporate fertilizer with the soil to a depth of 2" to 3" by discing or other approved method. In areas inaccessible to power equipment, use hand tools.

Soil conditioner as specified shall be uniformly applied in the amount of 0.85 lbs/1000 sq. ft. after finish grades are established and prior to planting and shall be incorporated in the soil by one good irrigation.

- C. Plant grass in all areas where construction activity has disturbed the natural grass cover or where shown on plans.
 1. Prior to seeding, the Contractor shall sufficiently water, float and roll lawn areas so as to establish a smooth, uniform, reasonably firm, debris free surface suitable for seeding.
 2. Sow seed at rate of six (6) pounds of mixture per 1000 sq. ft. of lawn area, and rake lightly. Water thoroughly with a fine spray.
 3. Following application of mulch, seeded areas shall be rolled with 200 lb. roller.
 4. Seeded areas shall then be watered with a fine spray as required until a full stand of turf has been established and finally accepted.
- D. Dormant seeding procedures shall be followed if seeding is performed after the planting season in accordance with MnDOT Specification 2575. If dormant seeding is to be done, PLS application rate for all seed mixtures shall be increased 25% for dormant seeding. No payment shall be made to the Contractor for the additional seed mixture required for dormant seeding.

Part 4: MEASUREMENT AND PAYMENT

4.0 Measurement and Payment

- A. No bid item has been provided for soil preparation, seeding and sodding. Soil preparation, seeding and sodding shall be considered incidental to the Bid Items provided for 85 E Veterans Memorial Highway and 102 15th Street NE Structure Demolition and Site Stabilization.

END

APPENDIX A
CITY OF KASSON APPLICATION FOR BUILDING PERMIT DEMOLITION

Date Received: _____

PERMIT NO: _____

**APPLICATION FOR BUILDING PERMIT
DEMOLITION
CITY OF KASSON, MINNESOTA**

Applicant: _____	Phone No.: _____
Address: _____	
Contractor: _____	Phone No: _____
State License No: _____	
Building Site Location/New Address: _____	
Structure to be demolished: _____	

PLEASE REFER TO THE FEE SCHEDULE FOR DEMOLITION DEPOSITS.

**THE ATTACHED ITEMS ARE CONDITIONS
FOR PERMIT ISSUANCE FOR DEMOLITION.**

STRICT COMPLIANCE IS MANDATORY.

Call CMS for information and inspections at 507-282-8206

Jay Kruger
CMS Building Official

I hereby declare that I am the Owner, or authorized agent of the owner of the above described property and I agree to construct the building or use herein described in accordance with the regulations and ordinances that govern said improvement within the City of Kasson and that the foregoing information contained on this permit is a true and correct statement of my intentions.

Date: _____ Signed by Applicant: _____

Please Print Name: _____

=====

APPROVED BY: _____ DATE: _____

Total Amount Due: \$ 250.00

Deposit Amount: \$2500.00

BUILDING PERMIT APPLICANT: PROPERTY OWNER

I, _____ (print name) understand that the State of Minnesota requires that all residential building contractors, remodelers and roofers obtain a state license unless they qualify for a specific exemption from the licensing requirements. This license requirement applies to owners of residential real estate who build or improve such property for purposes of speculation or resale.

By signing this document, I attest to the fact that I am improving this house for my own use and am not building or improving this house for the purpose of reselling it. I hereby claim to be exempt from the state licensing requirements because I am not in the business of building or remodeling on speculation or for resale and that the house for which I am applying for this permit, located at _____ is the first residential structure I have built or improved in the past 24 months. I also acknowledge that because I do not have a state license, I forfeit any mechanic's lien rights to which I may otherwise have been entitled under Minn. Stat. §514.01.

Furthermore, I acknowledge that I may be hiring independent contractors to perform certain aspects of the construction or improvement of this house and I understand that some of these contractors may be required to be licensed by the State of Minnesota. I understand that unlicensed residential contracting, remodeling, and/or roofing activity is a misdemeanor under Minn. Stat. §326B.082, subd.16 and can also result in a fine of up to \$10,000. I further state that I understand that the filing of a false statement with the City of Kasson may also result in criminal prosecution and/or civil penalties pursuant to applicable city/township ordinances and/or state statutes.

I have also been informed and acknowledge that by listing myself as the contractor for this project, I alone will be responsible to the City of Kasson for compliance with all applicable building codes and city/township ordinances in connection with the work being performed on this property.

Name (signature)

Date

For questions or information on contractor licensing, or to check the licensing status and enforcement history of a particular contractor, call the Minnesota Department of Labor and Industry, Construction Codes and Licensing Division, at (651) 284-5069. The Web site is: www.doli.state.mn.us/contractor



Minnesota Pollution Control Agency Notification of Intent to Perform a Demolition

Type of Notification: Original Amended Project Cancellation

Demolition Contractor:

Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Phone Number(s): _____

Building Owner:

Name: _____

Address: _____

City, State, Zip: _____

Contact person: _____

Phone Number(s): _____

Building Information:

Building Name: _____

Address/Location: _____

City, State, Zip: _____

County: _____

Phone Number(s): _____

Age of Bldg. (years): _____ Size of Bldg. (sq. ft.): _____

Number of Floors Including Basement Level(s): _____

Present Use of Bldg.: _____

Prior Use of Bldg.: _____

Dates when demolition or intentional burning will Begin _____ & End _____

Notification must be postmarked or received ten (10) WORKING days before demolition begins. *See item #5 for emergency demolitions. Both Beginning and Ending dates should be amended in writing as necessary to reflect current project dates.

If there is >260 linear feet or >160 square feet of Regulated Asbestos-Containing Material (RACM) in the building to be demolished, it must be removed by a licensed asbestos contractor prior to demolition. The State of MN- Notice of Intent to Perform an Asbestos Abatement Project must be used to notify for the asbestos removal.

Is nonfriable ACM present in the structure to be demolished ? YES NO

If YES complete items 1-9. If NO complete items 3-9.

1. IF ACM will be left in place for the demolition indicate the amount of Category I and/or Category II nonfriable ACM left in place.

Categ. I _____ Linear Feet
_____ Square Feet
_____ Cubic Feet

Categ. II _____ Linear Feet
_____ Square Feet
_____ Cubic Feet

Category I nonfriable ACM means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent asbestos.

*Category I nonfriable ACM is not allowed to remain in place for demolition if it is in poor condition.

Category II nonfriable ACM means any material, excluding Category I nonfriable ACM, containing more than one percent Asbestos that, when dry, cannot be crumbled, pulverized, or reduced to a powder by hand pressure.

*Category II nonfriable ACM is not allowed to remain in place for demolition if it has a high probability of becoming crumbled, pulverized, or reduced to a powder during demolition, transport, or disposal. (ex Transite, cement, slate roofing)

2. Description & Location of ACM remaining in place (including floor # and room #): _____

3. Company and/or individual that conducted the building inspection and the procedure used to determine the presence or absence of ACM (including analytic method): **Prior to demolition all buildings must be inspected by an U. S. Environmental Protection Agency (EPA) accredited inspector.*

4. Description of planned demolition and the specific method(s) that will be used: _____

5. If the demolition was ordered by a government agency, please identify the agency and attach a copy of the order:

Name: _____ Title: _____ Authority: _____

Date of Order (M/D/Y): _____ Date Ordered to Begin (M/D/Y): _____

* Notification for an emergency demolition must be submitted as early as possible before demolition begins, but not later than the following working day. A demolition is considered an emergency ONLY when the facility has been deemed structurally unsound and in danger of imminent collapse. If the structurally unsound building is known to contain any regulated ACM or is suspected to contain any regulated ACM, special procedures MUST be followed. If you are unaware of the special procedures, instructions/regulations can be obtained by contacting the MPCA at the address or phone number listed below.

6. Description of procedure to be followed in the event that unexpected RACM is found or Cat. II nonfriable ACM becomes crumbled, pulverized or reduced to powder:

7. Demolition Waste Transporter(s) Information:

Transporter Name: _____
Transporter Contact: _____
Transporter Address: _____
City, State, Zip: _____
Phone Number: _____

8. Demolition Waste Disposal Information:

Landfill Name: _____
Owner/Operator: _____
Address/Location: _____
City, State, Zip: _____
Phone Number: _____

9. I certify that the above information is correct and I am a bonafide representative of the demolition contractor or building owner and have authority to enter into agreements for my employer.

Signature of Contractor/Owner _____ Date _____

Send to: Minnesota Pollution Control Agency Regional Environmental Management Division 520 Lafayette Road North St. Paul, MN 55155-4194	For questions call: 651-296-6300 1-800-657-3864 FAX: 651-215-1593
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PCB Removal Information Polychlorinated biphenyls (PCBs) must be removed from the building prior to demolition. PCBs may be found in light ballasts, small capacitors found in old appliances, and transformer oils. For questions call the MPCA Hazardous Waste (HW) business assistance unit at 1-800-657-3724.

PCB remover name/address/phone number: _____

PCB receiver name/address/phone number: _____

Mercury Removal Information Mercury containing material must be removed from the building prior to demolition. Mercury containing materials may include fluorescent, metal halide, high pressure sodium, neon, mercury vapor lamps, mercury switches, thermostat probes, manometers, and gages. For questions call the MPCA HW business assistance unit at 1-800-657-3724.

Mercury remover name/address/phone number: _____

Mercury receiver name/address/phone number: _____

Refrigerants/CFCs/HCFCs Recovery Information A certified technician must recover refrigerants from refrigeration equipment and systems in the building prior to demolition. For questions call the CFC program at 1-800-657-3864.

Refrigerant recoverer name/address/phone number: _____

Refrigerant receiver name/address/phone number: _____



1700 North Broadway • Suite 128
Rochester, MN 55906
507-282-8206 • FAX 281-0391

THE FOLLOWING ITEMS ARE CONDITIONS FOR PERMIT ISSUANCE FOR DEMOLITION

STRICT COMPLIANCE IS MANDATORY

1. Remove all debris and concrete from the site. This includes all footings and basement floor slab. IBC Sec 3303/MN Stat. 116.081
 2. Sewer line shall be capped. Water line shall be removed up to property shut off. IBC Sec 3303
 3. **Call for inspection after demolition debris is removed and prior to filling demolition site.**
 4. All debris shall be removed to a permitted solid waste facility.
 5. Demolition of regulated structures* shall require:
 - a) A permit from MPCA
 - b) Asbestos inspection
 - c) Ten (10) day demolition notification
- *A regulated structure would consist of:
- a) Institutional
 - b) Commercial
 - c) Public
 - d) Industrial
6. Every permit issued shall become invalid unless the work authorized by the permit is commenced within 180 days after its issuance, or if the work authorized by the permit is suspended or abandoned for a period of 180 days after the time the work is commenced. MN Rules 1300.0120

CALL CMS FOR FINAL INSPECTION

507-282-8206 - 1-800-940-2547

KASSON RE-INSPECTION FEES

The intent is to re-coop costs incurred for unnecessary re-inspections.

The contractor or owner will be given one (1) verbal warning. After the warning is issued, they will be put on a re-inspection list. Once on the list, each additional "did not pass" inspection will require a fee of \$60.00 to be paid to the City of Kasson prior to scheduling a re-inspection.

When an inspection does not pass but can be re-inspected at the next required inspection, a re-inspection fee will not be required. Should the correction not be completed and an additional trip is required, a re-inspection fee would be required.

The inspector in the field will inform the office when an inspection did not pass. If it is determined a fee is due, the inspector will inform the contractor/owner. CMS will inform the City via fax when a re-inspection fee is due. When the fee is paid, the City will call CMS. CMS will then be allowed to re-schedule.

Exempt situation: When a final grade cannot be completed due to winter weather. A temporary Certificate of Occupancy will be issued. When CMS is notified the correction is complete, we would schedule when in Kasson to final out the project.

PERMIT AND INSPECTION RECORD

Site Address _____ Nature of Work _____
 Use of Building _____ Permit No. _____
 Contractor _____ Owner _____
 Contractor License No. _____ Date Issued _____

FOOTING	INSPECTOR	DATE
ROUGH-INS	INSPECTOR	DATE
Plumbing - Below Ground		
In-floor/U.G. Heat		
Plumbing - Above Ground		
Electrical		
Heating		
Ventilation		
Framing		
Insulation (installation)		
Fireplace (installation)		
FINALS	INSPECTOR	DATE
Plumbing		
Gas Line		
Heating/Ventilation		
Electrical		
Building		

**CALL FOR ALL INSPECTIONS
 CONSTRUCTION MANAGEMENT SERVICES
 (507) 282-8206**

APPENDIX B

PRE-DEMOLITION HAZARDOUS BUILDING MATERIALS INSPECTION REPORT FOR 85 E
VETERANS MEMORIAL HIGHWAY

Pre-Demolition Hazardous Building Materials Inspection Report

85 Veterans Memorial Highway East
Kasson, Minnesota

Prepared for

City of Kasson



August 21, 2019

Project B1906091

Ms. Theresa Coleman
City Administrator
City of Kasson
401 5th Street SE
Kasson, Minnesota 55944

Re: Pre-Demolition Hazardous Building Materials Inspection
Kasson Residence
85 Veterans Memorial Highway East
Kasson, Minnesota 55944

Dear Ms. Coleman:

The enclosed report provides the results of the pre-demolition hazardous building materials inspection conducted on June 24, 2019, at the of the residence located at 85 Veterans Memorial Highway East in Kasson, Minnesota (site). Braun Intertec Corporation was authorized to conduct this inspection in accordance with our Proposal QTB101620 dated June 06, 2019 and the Braun Intertec General Conditions.

The following outline provides the structure of the report.

- Scope of Services
- Site Description
- Results
- Discussion
- Limitations

If you have any questions or need further assistance, please call Brian McIntire at 507.993.1521.

Sincerely,

BRAUN INTERTEC CORPORATION



Alex Boecher
for Brian McIntire
Aug 21 2019 9:53 AM

Brian McIntire

Environmental Technician



Julie Herrera-Lemler
for Robert Nordby
Aug 21 2019 10:03 AM

Robert Nordby

Associate Principal – Senior Scientist

Attachments:

Pre-Demolition Hazardous Building Materials Inspection Report

AA/EOE

Table of Contents

Description	Page
A. Scope of Services.....	1
B. Site Description	1
C. Results	1
C.1. Asbestos	1
C.1.a. Asbestos-Containing Materials	2
C.1.b. Non-Asbestos-Containing Materials	2
C.2. Lead-Based Paint	3
C.3. Miscellaneous Regulated Waste	3
C.3.a. Mercury	3
C.3.b. Chlorofluorocarbons and Hydrochlorofluorocarbons.....	3
C.3.c. Hazardous Waste	4
C.3.d. Miscellaneous.....	4
D. Discussion	4
D.1. Asbestos	4
D.1.a. Friable Asbestos-Containing Materials	4
D.2. Lead-Based Paint	4
D.3. Miscellaneous Regulated Waste	5
E. Limitations	5
F. Asbestos Inspector Certification	5

Appendices

A:	Table I. Asbestos Building Inspection Results
B:	Table II. Bulk Asbestos Analytical Results
C:	Table III. Lead-Based Paint Testing Results
D:	Table IV. Misc. Regulated Waste
E:	Bulk Asbestos Analysis and Lead Paint Chip Analytical Reports
F:	Asbestos Inspector Certificate

A. Scope of Services

The scope of our services was limited to:

- Visually examine accessible areas and identify the locations of suspect asbestos-containing materials (ACM), lead-based paint (LBP), poly-chlorinated biphenyls (PCBs), mercury, and other miscellaneous hazardous materials.
- Collect and analyze representative bulk samples of materials suspected of containing asbestos. Examples of materials to be collected for analysis include, but are not limited to: floor tile, linoleum flooring, wall and ceiling plaster, suspended and acoustical ceiling tile, sheetrock, thermal system insulation, textured ceiling material and fireproofing.
- Assign a hazard rating based on asbestos content with respect to the materials condition, friability, accessibility, and hazard potential.
- Document the various materials current conditions and estimated quantities of ACM.
- Generate a final report, documenting the sample locations, analysis results, conditions, and ACM estimated quantities.

B. Site Description

The subject of the inspection is the residence and associated buildings located at 80 Veterans Memorial Highway East in Kasson, Minnesota. The house is a two level wood structure with a crawlspace. The age of the residential structure is unknown and encompasses approximately 1,300 square feet. The house is constructed of wood, concrete and concrete block and limestone foundation walls. The typical interior finishes included sheetrock/joint compound, plaster and lath, floor tile, splined ceiling tile, vinyl sheet flooring and carpet. The exterior of the house has wood and steel siding with an asphalt roof shingle roof system. There are two small shed on the property and are constructed of wood and corrugated steel siding. There is a detached single story garage or shop building that is constructed of wood walls, concrete flooring and an asphalt shingle roof. The interior finishes in the shop include wood and sheetrock/joint compound and a concrete floor. The shop has an asphalt roofing system and vinyl siding. The buildings were vacant and unoccupied at the time of the inspection.

C. Results

C.1. Asbestos

Eighteen (18) bulk samples were collected on June 24, 2019 and submitted to EMSL Analytical, Inc. a microscopy laboratory that is fully accredited for bulk analysis.

C.1.a. Asbestos-Containing Materials

The following is a summary of building materials found or assumed to contain greater than one percent asbestos (ACM by regulatory definition):

- Sheet vinyl flooring (yellow) in second floor NE room contains 20 percent (%) chrysotile (asbestos), the associated adhesive is non-detected for asbestos.
- Sheet vinyl flooring (gold) in second floor NW room contains 20% chrysotile, the associated adhesive is non-detected for asbestos.
- Sheet vinyl flooring (green/yellow) in second floor south room contains 15% chrysotile, the associated adhesive is non-detected for asbestos.

C.1.b. Non-Asbestos-Containing Materials

The following is a summary of building materials found to contain no asbestos or materials that contain one percent or less asbestos (non-ACM by regulatory definition):

- 12-inch by 12-inch acoustical ceiling tiles and adhesive (brown)
- 12-inch by 12-inch floor tiles with adhesive (tan)
- 12-inch by 12-inch peel and stick floor tiles (gray)
- 12-inch by 12-inch peel and stick floor tiles (gray/cream)
- Ceiling texture (orange peel)
- Coating at underside of sink (black)
- Paper (red) associated with wood siding
- Paper (silver and black) associated with steel siding
- Plaster and skim coat
- Sheetrock and joint compound
- Sheetrock and joint compound associated with shop interior
- Two layers of shingles and tar paper associated with roofing
- Vinyl sheet flooring (stone pattern)

Refer to Table I in Appendix A, which lists individual functional spaces of the building, the suspect materials identified in that functional space, whether the suspect material was identified by analysis to be ACM, an estimated amount of each suspect material for the functional space, material conditions, assessment categories, and hazard ratings based on subjective observations made by our representatives.

Refer to Table II in Appendix B, which lists the homogenous material sample numbers, sample locations, suspect material descriptions, and the analysis results for each sample. This table summarizes the results from the Bulk Asbestos Laboratory Report, which is attached in Appendix E.

Bulk asbestos analysis was conducted in accordance with U.S. Environmental Protection Agency (U.S. EPA) Method 40 CFR, Chapter 1, Part 763, Subpart F, and Appendix A (7/1/87 Edition).

C.2. Lead-Based Paint

Two (2) paint chip samples from various painted surfaces at the Site were collected on June 24, 2019, and submitted to EMSL Analytical, Inc., a laboratory that is fully accredited for lead paint analysis. The U.S. Environmental Protection Agency (EPA), Minnesota Pollution Control Agency (MPCA), and the Minnesota Department of Health (MDH) considers any result of 0.5% weight or greater to be “lead-based paint.” The following is a summary of surfaces found to be lead-based paint.

- Exterior, wood siding and trim boards

Refer to Table III in Appendix C, which lists the sample numbers, sample locations, component descriptions, lab results, and the paint condition for each sample.

The U.S. Occupational Safety and Health Administration (OSHA) Lead in Construction Standard 29 CFR 1926.62 applies to all situations where employees are engaged in the disturbance of lead-containing coatings, regardless of the quantity of lead involved. Therefore, if any laboratory analysis results above 0.0 parts per million (ppm) or 0.0 weight % are considered “lead-containing coatings” in order to be in compliance with the OSHA standard. Demolition and/or renovation of the building may involve disturbing lead-containing coatings. Contractors should be informed of the presence of lead coatings and that they will be required to comply with the OSHA lead standard. The following is a list of surfaces with lead-containing paint:

- Interior window casements and components

Refer to Table III in Appendix C, which lists the sample numbers, sample locations, component descriptions, lab results, and the paint condition for each sample.

C.3. Miscellaneous Regulated Waste

A visual inspection for miscellaneous regulated waste materials that require separate handling and disposal prior to disturbance during building demolition was also performed as part of this assessment. The following is a list of items documented at the Site:

C.3.a. Mercury

- Batteries - smoke detectors
- Electrical Systems - electrical panels
- Heating - unit heater controls, thermostats

C.3.b. Chlorofluorocarbons and Hydrochlorofluorocarbons

- Refrigerants and air-conditioning units

C.3.c. Hazardous Waste

- Chemicals - paints cans, sealed and unlabeled 55-gallon drums, lacquer thinners, aerosol paints
- Petroleum products - gas cans, machine oil, oils in miscellaneous motors and door closers, spray lubricants, hydraulic fluid, used oil and use oil filters

C.3.d. Miscellaneous

- | | |
|------------------------------------|----------------------------|
| ▪ Aerosol spray cans | ▪ Antifreeze |
| ▪ Door closers | ▪ Grease |
| ▪ Electronic equipment | ▪ Industrial lubricants |
| ▪ Microwave ovens | ▪ In-wall air conditioners |
| ▪ Miscellaneous cleaning supplies | ▪ Motors |
| ▪ Overhead garage door openers | ▪ Refrigerators/freezers |
| ▪ Printer inks | ▪ Used tires |
| ▪ Silicon spray lubricant | ▪ Automotive batteries |
| ▪ Televisions, computers, monitors | ▪ Oxygen tanks |
| ▪ Water heater | ▪ Acetylene tanks |

Refer to Table IV in Appendix D, which lists the material descriptions and estimated quantities.

D. Discussion

D.1. Asbestos

D.1.a. Friable Asbestos-Containing Materials

The following ACM are classified as friable materials according to EPA 40 CFR Part 61 National Emission Standard for Hazardous Air Pollutants (NESHAPs):

- Sheet vinyl flooring (yellow) in second floor northeast room
- Sheet vinyl flooring (gold) in second floor northwest room
- Sheet vinyl flooring (green/yellow) in second floor south room

The above friable ACMs were observed to be in good condition at the time of our inspection. These materials should be maintained in good condition to prevent potential exposure to asbestos. Friable ACMs are to be removed prior to disturbance by demolition in accordance with applicable state and federal regulations.

D.2. Lead-Based Paint

Building components with LBP should be maintained in good condition. If LBP is to be disturbed during renovation, contractors should follow "Lead Safe Work Practices" and the OSHA Lead in Construction Standard. If the building were to be demolished in its entirety, building components with lead paint are

not required to be removed or disposed of as lead or hazardous waste. Any LBP-containing demolition waste and/or debris generated during building renovation or demolition should be subject to proper handling and disposal, consistent with applicable regulations and requirements.

D.3. Miscellaneous Regulated Waste

In the case of building renovation/demolition, any of the miscellaneous regulated waste items listed in Section C.3 that will be disturbed, must be removed prior to disturbance and must be recycled or disposed of in accordance with state and federal guidelines.

Due to the potential for a release of petroleum or other chemicals from miscellaneous containers found on the premises, it is the recommendation of Braun Intertec Corp. that these materials be removed as soon as possible in an effort to limit any potential liability for the City of Kasson as the property owner.

E. Limitations

In any building, the potential exists for hazardous building materials to be located inside walls, above ceilings, under floors, and other inaccessible areas. Destructive investigation was performed in an attempt to locate hazardous materials in inaccessible areas of the building. However, it was not feasible to inspect 100 percent of these areas. There was a crawlspace observed below a portion of the residence that was not accessible at the time of the inspection. Also, the potential exists for hazardous materials to be found outside the building buried underground. Braun Intertec cannot be held responsible for the presence of any such hidden materials. In the case of building demolition, contractors involved in the project should be made aware of this potential. If previously unidentified suspect hazardous building materials are exposed during their activities they should be sampled and analyzed for content prior to any disturbance.

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

F. Asbestos Inspector Certification

I, the undersigned, do hereby certify that I am an accredited Asbestos Inspector in the State of Minnesota. A photocopy of my current asbestos inspector certificate is attached in Appendix F.

Signature:  Alex Boecher
for Brian McIntire
Aug 21 2019 9:53 AM Date: _____

Brian McIntire
Environmental Technician
Minnesota Department of Health Asbestos Inspector No: AI10409

Appendix A

Table I. Asbestos Building Inspection Results

Table I. Asbestos Building Inspection Results

Client: City of Kasson

Location: 85 Veterans Memorial Highway East; Kasson, Minnesota

Date of Inspection: June 24, 2019

Project: B1906091

Functional Space	Homogeneous Material Description	Contains Asbestos (Yes/No)	Ref. Client Sample No. (See Table II)	Estimated Quantity Units	Material Condition ¹	Hazard Category ²
85 Veterans Memorial Hwy East (throughout home)	Sheetrock/joint compound	No	1A-C	4,800 ft. ²	ND	0
85 Veterans Memorial Hwy East (main level)	Ceiling texture (orange peel)	No	2	900 ft. ²	ND	0
85 Veterans Memorial Hwy East (kitchen)	12 - inch by 12 - inch peel and stick floor tiles (gray)	No	3	150 ft. ²	ND	0
85 Veterans Memorial Hwy East (kitchen)	Coating at underside of sink (black)	No	4	4 ft. ²	ND	0
85 Veterans Memorial Hwy East (furnace room)	12 - inch by 12 - inch acoustical ceiling tiles and adhesive (brown)	No	5	160 ft. ²	ND	0
85 Veterans Memorial Hwy East (furnace room)	Vinyl sheet flooring (stone pattern)	No	6	160 ft. ²	ND	0
85 Veterans Memorial Hwy East (NE entryway)	12 - inch by 12 - inch peel and stick floor tiles (gray/cream)	No	7	192 ft. ²	ND	0
85 Veterans Memorial Hwy East (bathroom)	12 - inch by 12 - inch floor tiles with adhesive (tan)	No	8	30 ft. ²	ND	0
85 Veterans Memorial Hwy East (second fl, NE rm)	Sheet vinyl flooring (yellow) and adhesive (tan)	Yes	9	150 ft.²	ND	1
85 Veterans Memorial Hwy East (second fl, NW rm)	Sheet vinyl flooring (gold) and adhesive (tan)	Yes	10	170 ft.²	ND	1
85 Veterans Memorial Hwy East (second fl, S rm)	Plaster and skim coat	No	11	460 ft. ²	ND	0
85 Veterans Memorial Hwy East (second fl, S rm)	Sheet vinyl flooring (green/yellow) and adhesive (tan)	Yes	12	100 ft.²	ND	1
85 Veterans Memorial Hwy East (home exterior under wood siding)	Paper (red)	No	13	1,800 ft. ²	ND	0

Functional Space	Homogeneous Material Description	Contains Asbestos (Yes/No)	Ref. Client Sample No. (See Table II)	Estimated Quantity Units	Material Condition ¹	Hazard Category ²
85 Veterans Memorial Hwy East (home exterior roofing materials)	Two layers of shingles and tar paper	No	14	1,400 ft. ²	ND	0
85 Veterans Memorial Hwy East (home exterior under steel siding)	Paper (silver and black)	No	15	1,500 ft. ²	ND	0
85 Veterans Memorial Hwy East (shop interior)	Sheetrock/joint compound	No	16	340 ft. ²	ND	0

1. Condition of ACM:

ND = Not Damaged

D = Damaged

SD = Significantly Damaged

2. Hazard Category:

0 = No hazard - material does not contain asbestos

1 = ACM with potential for damage

2 = ACM with potential for significant damage

3 = Damaged or significantly damaged asbestos-containing miscellaneous material

4 = Damaged or significantly damaged friable asbestos-containing thermal system insulation

5 = Damaged or significantly damaged friable asbestos-containing surfacing material

Appendix B

Table II. Bulk Asbestos Analytical Results

Client: City of Kasson

Location: 85 Veterans Memorial Highway East; Kasson, Minnesota

Date of Inspection: June 24, 2019

Project: B1906091

Sample No.	Sample Location			Material	Asbestos Content (%) ¹
1A	85 Veterans Memorial Hwy East	Main Level	Living room	Sheetrock / Joint Compound	N.D. ²
1B	85 Veterans Memorial Hwy East	Main Level	Kitchen	Sheetrock / Joint Compound	N.D.
1C	85 Veterans Memorial Hwy East	Second Level	NE room	Sheetrock / Joint Compound	N.D.
2	85 Veterans Memorial Hwy East	Main Level	Kitchen	Orange peel ceiling texture	N.D.
3	85 Veterans Memorial Hwy East	Main Level	Kitchen	12 - inch by 12 - inch peel and stick floor tiles (gray)	N.D.
4	85 Veterans Memorial Hwy East	Main Level	Kitchen	Coating on underside of sink (black)	N.D.
5	85 Veterans Memorial Hwy East	Main Level	Furnace room	12 - inch by 12 - inch acoustical ceiling tiles and adhesive (brown)	N.D.
6	85 Veterans Memorial Hwy East	Main Level	Furnace room	Vinyl sheet flooring (stone pattern)	N.D.
7	85 Veterans Memorial Hwy East	Main Level	NE entryway	12 - inch by 12 - inch peel and stick floor tiles (gray/cream)	N.D.
8	85 Veterans Memorial Hwy East	Main Level	Bathroom	12 - inch by 12 - inch floor tiles with adhesive (tan)	N.D.
9	85 Veterans Memorial Hwy East	Second Level	NE room	Sheet vinyl flooring (yellow) and adhesive (tan)	Flooring: Chrysotile 20 Adhesive: N.D.
10	85 Veterans Memorial Hwy East	Second Level	NE room	Sheet vinyl flooring (gold) and adhesive (tan)	Flooring: Chrysotile 20 Adhesive: N.D.
11	85 Veterans Memorial Hwy East	Second Level	South room	Plaster and skim coat	N.D.
12	85 Veterans Memorial Hwy East	Second Level	South room	Sheet vinyl flooring (green/yellow) and adhesive (tan)	Flooring: Chrysotile 15 Adhesive: N.D.
13	85 Veterans Memorial Hwy East	Home exterior	Under wood siding	Paper (red)	N.D.
14	85 Veterans Memorial Hwy East	Home exterior	Roofing materials	Two layers of shingles and tar paper	N.D.
15	85 Veterans Memorial Hwy East	Home exterior	Under steel siding	Paper (silver and black)	N.D.
16	85 Veterans Memorial Hwy East	Shop building	Interior	Sheetrock / Joint Compound	N.D.

* Materials containing 1 percent of asbestos or less are not considered to be asbestos-containing materials by the U.S.EPA.

1. Asbestos content is indicated as an approximate percent by area.

2. N.D. = None Detected

Appendix C

Table III. Lead-Based Paint Testing Results



The Science You Build On.

Client: City of Kasson

Location: 85 Veterans Memorial Highway East; Kasson, Minnesota

Date of Inspection: June 24, 2019

Project: B1906091

Table III. Lead-Based Paint Testing

Sample I.D. No.	Room/Area	Component Description	Results (% wt.)	Paint Condition G = Good P = Peeling
PB1	Home Interior	Window trim (white)	0.39	P
PB2	Home Exterior	Wood siding and trim (blue)	2.0	P

% wt. = Percent weight of Lead Concentration

Appendix D

Table IV. Misc. Regulated Waste

Client: City of Kasson

Location: 85 Veterans Memorial Highway East; Kasson, Minnesota

Date of Inspection: June 24, 2019

Project: B1906091

Table IV. Misc. Regulated Waste

Mercury		
Batteries		
Smoke Detectors:		Yes
Emergency Lighting Systems:		No
Elevator Control Panels:		No
Exit Signs:		No
Security Systems and Alarms:		No

Lighting		
Fluorescent Lights:		N

High Intensity Discharge Lamps		
Metal Halide:		No
High Pressure Sodium:		No
Mercury Vapor:		No
Neon:		No
Mercury Relays:		No
"Silent" Wall Switches:		No

HVAC Systems/Boilers/Furnaces		
Aquastats:		No
Firestats:		No
Manometer:		No
Thermometers:		Yes
Gauges:		No
Space Heater Controls:		Yes
Thermostats:		Yes

Lead		
Lead-Acid Batteries:		Yes
Exit Signs:		No
Security Systems:		No
Lead Flashing Molds:		No
Lead Ring Caps (Roof vent pipe):		Yes
Lead-lined X-ray Rooms:		No

Solid Waste		
<i>(all non-building components such as unattached carpet, files, books, trash, desks, chairs, etc. must be removed prior to demolition)</i>		Yes

ChloroFluoroCarbons		
Fire Extinguishers:		Yes
Fire Suppression System:		No
Central Air Conditioner:		No
Roof-top Air Conditioner:		No
Window Air Conditioner:		Yes
Walk in Coolers:		No
Water Fountains		No
Dehumidifiers:		No
Refrigerators:		Yes
Freezers:		Yes
Chillers:		No
Heat Pumps:		No
Vending Machines:		No
Food Display Cases:		No

Polychlorinated BiPhenyls (PCBs)		
Capacitors:		No
Heat Transfer Equipment:		No
Light Ballasts:		No
Transformers:		No

Electrical		
Electrical Panels:		Yes
Fuses:		Yes
Switch Gears:		No
Pumps:		No
Motors:		Yes

Appliances: (must be recycled by an appliance recycler)		
Clothes Dryer:		Yes
Clothes Washer:		Yes
Microwave oven:		Yes
Stove/Oven:		Yes
Televisions:		Yes
Water Heater:		Yes
Water Softener:		No

Oils		Miscellaneous Materials	
Miscellaneous containers (<i>drums, pails, and etc.</i>):	Yes	Aerosol spray cans:	Yes
Door Closers:	Yes	Air Compressor:	No
Fuel Oil Tanks:	No	Automotive Parts:	Yes
Grease:	Yes	Computer Equipment:	Yes
Oil Storage Tanks:	Yes	Electronic Thermostats:	No
Motors:	Yes	Gasoline Containers:	Yes
Drums:	Yes	Gasoline Tanks:	Yes
Pails:	Yes	Meters:	No
Radioactive Material:		Miscellaneous Cleaning Supplies:	Yes
Tritium Exit Signs:	No	Miscellaneous Lawn Equipment:	Yes
X-ray Equipment:	No	Overhead Garage Door Openers:	Yes
		Paint:	Yes
		Paint Thinner:	Yes
		Polyurethane:	Yes
		Solvents:	Yes
		Spray Paint:	Yes
		Stains:	Yes
		Tires:	es

Notes: There are large quantities of regulated waste throughout the property and the four buildings. The regulated waste was mixed in with large amounts of solid waste. Braun Intertec was unable to quantify total volumes.

Appendix E

Bulk Asbestos Analysis and Lead in Paint Chip Analytical Reports



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 351904981

Customer ID: BRAU29

Customer PO: B1906091

Project ID:

Attention: Brian Mcintire
Braun Intertec-Rochester
4210 Highway 14 E.
Rochester, MN 55901

Phone: (507) 281-2515

Fax:

Received Date: 06/26/2019 9:35 AM

Analysis Date: 06/28/2019

Collected Date: 06/24/2019

Project: B1906091

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1a-Sheetrock <small>351904981-0001</small>	Throughout Home - SRJC	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1a-Joint Compound <small>351904981-0001A</small>	Throughout Home - SRJC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1b-Sheetrock <small>351904981-0002</small>	Throughout Home - SRJC	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1b-Joint Compound/Tape <small>351904981-0002A</small>	Throughout Home - SRJC	Tan/White Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
1c-Sheetrock <small>351904981-0003</small>	Throughout Home - SRJC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1c-Joint Compound <small>351904981-0003A</small>	Throughout Home - SRJC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2 <small>351904981-0004</small>	Main Level of Home - Ceiling Texture (Orange Peel)	Orange Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
3-Floor Tile <small>351904981-0005</small>	Kitchen - 12-inch by 12-inch Peel and Stick Floor Tiles (Gray)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3-Mastic <small>351904981-0005A</small>	Kitchen - 12-inch by 12-inch Peel and Stick Floor Tiles (Gray)	Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3-Backing <small>351904981-0005B</small>	Kitchen - 12-inch by 12-inch Peel and Stick Floor Tiles (Gray)	White Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
4 <small>351904981-0006</small>	Kitchen - Coating at Underside of Sink (Black)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5-Ceiling Tile <small>351904981-0007</small>	Funace Room - 12-inch by 12-inch Acoustical Ceiling Tiles and Adhesive (Brown)	Brown Fibrous Homogeneous	70% Cellulose	10% Perlite 20% Non-fibrous (Other)	None Detected
5-Adhesive <small>351904981-0007A</small>	Funace Room - 12-inch by 12-inch Acoustical Ceiling Tiles and Adhesive (Brown)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6 <small>351904981-0008</small>	Funace Room - Vinyl Sheetflooring (Stone Pattern)	White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected

Initial report from: 06/28/2019 16:23:24



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 351904981
Customer ID: BRAU29
Customer PO: B1906091
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
7-Floor Tile 351904981-0009	NE Entryway - 12-inch by 12-inch Peel and Stick Floor Tiles (Gray/Cream)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7-Adhesive 351904981-0009A	NE Entryway - 12-inch by 12-inch Peel and Stick Floor Tiles (Gray/Cream)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-Floor Tile 351904981-0010	Bathroom - 12-inch by 12-inch Floor Tiles with Adhesive (Tan)	White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
8-Adhesive 351904981-0010A	Bathroom - 12-inch by 12-inch Floor Tiles with Adhesive (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9-Vinyl Sheet Flooring 351904981-0011	Second Floor, NE Room - Sheet Vinyl Flooring (Yellow) and Adhesive (Tan)	Yellow Fibrous Homogeneous		80% Non-fibrous (Other)	20% Chrysotile
9-Adhesive 351904981-0011A	Second Floor, NE Room - Sheet Vinyl Flooring (Yellow) and Adhesive (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10-Vinyl Sheet Flooring 351904981-0012	Second Floor, NW Room - Sheet Vinyl Flooring (Gold) and Adhesive (Tan)	Yellow Fibrous Homogeneous		80% Non-fibrous (Other)	20% Chrysotile
10-Adhesive 351904981-0012A	Second Floor, NW Room - Sheet Vinyl Flooring (Gold) and Adhesive (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11-Plaster 351904981-0013	Second Floor, South Room - Plaster and Skim Coat	Tan Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
11-Skim Coat 351904981-0013A	Second Floor, South Room - Plaster and Skim Coat	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
12-Vinyl Sheet Flooring 351904981-0014	Second Floor, South Room - Sheet Vinyl Flooring (Green/Yellow) and Adhesive (Tan)	Yellow/Green Fibrous Homogeneous	10% Cellulose	75% Non-fibrous (Other)	15% Chrysotile
12-Adhesive 351904981-0014A	Second Floor, South Room - Sheet Vinyl Flooring (Green/Yellow) and Adhesive (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13 351904981-0015	Home Exterior, Under Wood Siding - Paper (Red)	Red Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
14-Blue and Red Shingle 351904981-0016	Home Exterior Roofing Materials - Two Layers of Shingles and Tar Paper	Black Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
14-Gray Shingle 351904981-0016A	Home Exterior Roofing Materials - Two Layers of Shingles and Tar Paper	Black Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected

Initial report from: 06/28/2019 16:23:24



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 351904981
Customer ID: BRAU29
Customer PO: B1906091
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
14-Tar Paper <small>351904981-0016B</small>	Home Exterior Roofing Materials - Two Layers of Shingles and Tar Paper	Black Fibrous Homogeneous	25% Cellulose 10% Synthetic	65% Non-fibrous (Other)	None Detected
15 <small>351904981-0017</small>	Home Exterior, Under Steel Siding - Paper (Silver and Black)	Brown Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected
16-Sheetrock <small>351904981-0018</small>	Shop Interior - SRJC	White Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
16-Joint Compound/Tape <small>351904981-0018A</small>	Shop Interior - SRJC	Brown/White Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected

Analyst(s) _____

Jeremy Hurley (2)
Timothy Mooney (31)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-23741

Initial report from: 06/28/2019 16:23:24



EMSL Analytical, Inc.

3410 Winnetka Avenue North, New Hope, MN 55427
Phone/Fax: (763) 449-4922 / (763) 449-4924
<http://www.EMSL.com> minneapolislab@emsl.com

EMSL Order: 351904983
CustomerID: BRAU29
CustomerPO: B1906091
ProjectID:

Attn: **Brian McIntire**
Braun Intertec-Rochester
4210 Highway 14 E.
Rochester, MN 55901

Phone: (507) 281-2515
Fax:
Received: 06/26/19 9:35 AM
Collected: 6/24/2019

Project: **B1906091**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

<i>Client SampleDescription</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>RDL</i>	<i>Lead Concentration</i>
PB1 351904983-0001	6/24/2019 Site: Interior	7/1/2019	0.2994 g	0.080 % wt	0.39 % wt
PB2 351904983-0002	6/24/2019 Site: Exterior Home	7/1/2019	0.2784 g	0.20 % wt	2.0 % wt


Rachel Travis, Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.
Samples analyzed by EMSL Analytical, Inc. New Hope, MN AIHA-LAP, LLC--ELLAP Accredited #163162

Initial report from 07/01/2019 15:14:51

Appendix F

Asbestos Inspector Certificate

Certificate No: 5LM01081908IR

Expiration Date: January 8, 2020

This is to certify that
Brian J. McIntire
has attended and successfully completed an
**ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE**

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

in

White Bear Lake, MN on January 8, 2019

Examination Date: January 8, 2019

Lake States Environm
P. O. Box 645, Rice
(800) 254-9811



[Signature]
Director, Env. Health Div.

m ASBESTOS
DEPARTMENT OF HEALTH INSPECTOR
Certified by:
State of Minnesota
Department of Health
Expires: 01/08/2020
Brian J McIntire
28508 Pheasant Rd
St. Charles, MN 55972

No. A110409 Issued: 01/15/2018

[Signature]
Training Instructor

APPENDIX C
PRE-DEMOLITION HAZARDOUS BUILDING MATERIALS INSPECTION REPORT FOR 102
15TH STREET NE

Pre-Demolition Hazardous Building Materials Inspection Report

Residential Duplex Building
102 15th Street Northeast
Kasson, Minnesota

Prepared for

City of Kasson





Braun Intertec Corporation
4210 Highway 14 East
Rochester, MN 55904

Phone: 507.281.2515
Fax: 507.281.5303
Web: braunintertec.com

October 18, 2019

Project B1909898

Ms. Nancy Zaworski
Interim City Administrator
City of Kasson
401 5th Street Southeast
Kasson, Minnesota 55944

Re: Pre-Demolition Hazardous Building Materials Inspection
Residential Duplex Building
102 15th Street Northeast
Kasson, Minnesota

Dear Ms. Zaworski:

The enclosed report provides the results of the pre-demolition hazardous building materials inspection conducted on September 17, 2019, at the of the residential duplex building located at 102 15th Street Northeast in Kasson, Minnesota (Site). Braun Intertec Corporation was authorized to conduct this inspection in accordance with our Proposal QTB107397 dated September 9, 2019 and the Braun Intertec General Conditions.

The following outline provides the structure of the report.

- Scope of Services
- Site Description
- Results
- Discussion
- Limitations

If you have any questions or need further assistance, please call Robert Nordby at 952.995.2424.

Sincerely,

BRAUN INTERTEC CORPORATION

Alex Boecher

Oct 18 2019 9:17 AM

Alex Boecher, PE (MN)

Project Engineer

Nicole Neth

for Daniel Pavek

Oct 18 2019 9:19 AM

Daniel Pavek
Project Scientist

Attachments:

Pre-Demolition Hazardous Building Materials Inspection Report

AA/EOE

Table of Contents

Description	Page
A. Scope of Services	1
B. Site Description	1
C. Results.....	1
C.1. Asbestos	1
C.1.a. Asbestos-Containing Materials	1
C.1.b. Non-Asbestos-Containing Materials.....	2
C.2. Lead-Based Paint.....	2
C.3. Miscellaneous Regulated Waste.....	3
C.3.a. Polychlorinated Biphenyls.....	3
C.3.b. Mercury.....	3
C.3.c. Chlorofluorocarbons and Hydrochlorofluorocarbons	3
C.3.d. Hazardous Waste.....	3
C.3.e. Miscellaneous.....	3
D. Discussion.....	3
D.1. Asbestos	3
D.1.a. Friable Asbestos-Containing Materials	3
D.1.b. Category II Non-Friable Asbestos-Containing Materials.....	4
D.2. Miscellaneous Regulated Waste	4
E. Limitations.....	4
F. Asbestos Inspector Certification	4

Appendices

- A: Table I. Asbestos Building Inspection Results
- B: Table II. Bulk Asbestos Analytical Results
- C: Bulk Asbestos Analysis Reports
- D: Photographic Log
- E: Asbestos Inspector Certificate

A. Scope of Services

The scope of our services was limited to:

- Visually examine accessible areas and identify locations of suspect asbestos-containing materials (ACM), lead-based paint (LBP), polychlorinated biphenyls (PCBs), mercury, and other miscellaneous hazardous material.
- Collect and analyze representative bulk samples of materials suspected of containing asbestos.
- Conduct limited LBP testing of potential re-useable components with painted surfaces suspected of containing lead (where applicable).
- Assign a hazard rating based on asbestos content with respect to the materials condition, friability, accessibility, and hazard potential.
- Document the various materials' current conditions and ACM quantities.
- Generate a final report documenting the sample locations, analysis results, conditions, ACM quantities and recommendations.

B. Site Description

The subject of the inspection is the two-family duplex residential building located at 102 15th Street Northeast in Kasson, Minnesota. The house is a split-level level wood structure with a garage. The construction year is unknown, but the footprint encompasses approximately 1,600 square feet. The house is constructed of wood, concrete and concrete block foundation walls. The typical interior finishes included sheetrock/joint compound, floor tile, and vinyl sheet flooring. The exterior of the house has vinyl siding with an asphalt roof shingle roof system. A small shed that it is on the property is constructed of wood and has an asphalt roofing system. The buildings were vacant and unoccupied at the time of the inspection.

C. Results

C.1. Asbestos

Eighteen (18) bulk samples were collected from eight (8) homogenous areas on September 17, 2019 and submitted to EMSL Analytical, Inc., a microscopy laboratory that is fully accredited for bulk analysis.

C.1.a. Asbestos-Containing Materials

The following is a summary of building materials found or assumed to contain greater than one percent asbestos (ACM by regulatory definition):

- Sink undercoating (black) in the kitchen contains 2% chrysotile.
- Joint compound on sheetrock contains 2 to 3% chrysotile - **See note below.**
- Popcorn texture (white), associated with ceilings contains between 3 and 4% chrysotile
- Marble-patterned sheet vinyl (green and white) contained 20% chrysotile, adhesive (tan) did not contain asbestos

C.1.b. Non-Asbestos-Containing Materials

The following is a summary of building materials found to contain no asbestos or materials that contain one percent or less asbestos (non-ACM by regulatory definition):

- 12-inch by 12-inch patterned vinyl flooring (tan) with adhesive (tan)
- Asphalt roofing shingles (black)
- 12-inch by 12-inch ceramic tile (brown/red), grout (gray), and bedding (tan)
- 9-inch by 9-inch vinyl sheet flooring (gray and tan) and adhesive (tan)

Note: *For Sample 4a-g, the joint compound associated with the sheetrock wallboard system (joint compound, tape, sheetrock) contained between 2 and 3% chrysotile asbestos. The Environmental Protection Agency (EPA), Minnesota Department of Health (MDH) and Minnesota Pollution Control Agency (MPCA) consider the entire wallboard system, when determining whether or not it is a Regulated Asbestos-Containing Material (RACM) for demolition projects only. When the above joint compound is analyzed as a composite sample with the sheetrock wallboard system, the composite sample contains <0.25% asbestos (verified by Point Count analysis), and therefore is not considered an RACM as it is related to structural demolition projects. The Occupational Safety and Health Administration (OSHA) Asbestos Standard applies to all situations where employees are potentially exposed to asbestos, regardless of the quantity of asbestos involved. Therefore, any disturbance of the joint compound would be subject to applicable OSHA requirements for asbestos.*

Refer to Table I in Appendix A, which lists individual functional spaces of the building, the suspect materials identified in that functional space, whether the suspect material was identified by analysis to be ACM, an estimated amount of each suspect material for the functional space, material conditions, assessment categories, and hazard ratings based on subjective observations made by our representatives.

Refer to Table II in Appendix B, which lists the homogenous material sample numbers, sample locations, suspect material descriptions, and the analysis results for each sample. This table summarizes the results from the Bulk Asbestos Laboratory Report, which is attached in Appendix C. A photograph of each sampled material is attached in Appendix D.

Bulk asbestos analysis was conducted in accordance with U.S. Environmental Protection Agency (U.S. EPA) Method 40 CFR, Chapter 1, Part 763, Subpart F, and Appendix A (7/1/87 Edition).

C.2. Lead-Based Paint

No potential re-usable “painted” surfaces were observed at the time of the inspection; therefore no LBP testing was conducted. According to the Minnesota Administrative Rules 7035 and 7045, LBP testing is no longer required for demolition debris disposal. However, untested painted concrete from structures built before 1978 may not be recycled as fill or aggregate without obtaining a case-specific beneficial use determination from the MPCA. Painted wood may not be burned and the MPCA strongly discourages the reuse of untested painted lumber. Any potential LBP-containing demolition waste and/or debris generated during building renovation or demolition should be subject to proper handling and disposal, consistent with applicable regulations and requirements.

C.3. Miscellaneous Regulated Waste

A visual inspection for miscellaneous regulated waste materials that require separate handling and disposal prior to disturbance during building demolition was also performed as part of this assessment. The following is a list of items documented at the Site:

C.3.a. Polychlorinated Biphenyls

- No potential PCB-containing materials were observed

C.3.b. Mercury

- Batteries – smoke detectors
- Electrical Systems – electrical panels
- Heating –unit heater controls, thermostats
- Lighting – fluorescent lamps

C.3.c. Chlorofluorocarbons and Hydrochlorofluorocarbons

- Refrigerants –air-conditioning units

C.3.d. Hazardous Waste

- Chemicals –paints cans and laquers
- Petroleum products – gasoline cans, spray lubricants

C.3.e. Miscellaneous

- Herbicides
- Overhead garage door openers
- Water heater

D. Discussion

D.1. Asbestos

D.1.a. Friable Asbestos-Containing Materials

The following ACM are classified as friable materials according to EPA 40 CFR Part 61 National Emission Standard for Hazardous Air Pollutants (NESHAPs):

- Popcorn texture (white)

The above friable ACMs were observed to be in good condition at the time of our inspection. These materials should be maintained in good condition to prevent potential exposure to asbestos. Friable ACMs are to be removed prior to disturbance by demolition in accordance with applicable state and federal regulations.

D.1.b. Category II Non-Friable Asbestos-Containing Materials

The following ACM are classified as Category II non-friable ACM according to EPA NESHAPs:

- Sink undercoating (black)
- Marble-patterned sheet vinyl (green and white)

The above Category II non-friable ACMs were observed to be in good condition at the time of our inspection. These materials should be maintained in good condition to prevent potential exposure to asbestos. Category II non-friable ACMs are not considered a hazard unless cut, drilled, sanded, or otherwise abraded. However, Category II non-friable ACMs that may become friable during demolition must be removed prior to that activity.

D.2. Miscellaneous Regulated Waste

In the case of building renovation/demolition, any of the miscellaneous regulated waste items listed in Section C.3 that will be disturbed, must be removed prior to disturbance and must be recycled or disposed of in accordance with state and federal guidelines.

E. Limitations

In any building, the potential exists for hazardous building materials to be located inside walls, above ceilings, under floors, and other inaccessible areas. Destructive investigation was performed in an attempt to locate hazardous materials in inaccessible areas of the building. However, it was not feasible to inspect 100 percent of these areas. Also, the potential exists for hazardous materials to be found outside the building buried underground. Braun Intertec cannot be held responsible for the presence of any such hidden materials. In the case of building demolition, contractors involved in the project should be made aware of this potential. If previously unidentified suspect hazardous building materials are exposed during their activities they should be sampled and analyzed for content prior to any disturbance.

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

F. Asbestos Inspector Certification

I, the undersigned, do hereby certify that I am an accredited Asbestos Inspector in the State of Minnesota. A photocopy of my current asbestos inspector certificate is attached in Appendix F.

Signature:  Alex Boecher
for Brian J. McIntire
Oct 18 2019 9:17 AM Date: _____

Brian J. McIntire
Environmental Technician
Minnesota of Health Asbestos Inspector No: AI10409

Appendix A

Table I. Asbestos Building Inspection Results

Table I. Asbestos Building Inspection Results

Client: City of Kasson
 Location: Residential Duplex Building, 102 15th Street Northeast, Kasson, MN
 Date of Inspection: 9/17/2019
 Project: B1909898

Functional Space	Homogeneous Material Description	Contains Asbestos (Yes/No)	Ref. Client Sample No. (See Table II)	Estimated Quantity Units	Material Condition ¹	Hazard Category ²
Garage	12-inch by 12-inch patterned vinyl flooring (tan) and adhesive (tan)	No	1	100 sq. ft.	ND	0
Roof	Roofing materials (black)	No	2	1,000 sq. ft.	ND	0
1st Floor - Laundry	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	310 sq. ft.	ND	1
1st Floor - Kitchen	12-inch by 12-inch patterned vinyl flooring (tan) and adhesive (tan)	No	1	36 sq. ft.	ND	0
1st Floor - Kitchen	Sink Undercoating	YES	3	1 unit	ND	1
1st Floor - Kitchen	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	Throughout	ND	1
1st Floor - Kitchen	Popcorn ceiling texture (white)	YES	5 a-e	Throughout	ND	1
1st Floor - Crawlspace	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	40 sq. ft.	ND	1
1st Floor - Bathroom	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	210 sq. ft.	ND	1
1st Floor - Bathroom	12-inch by 12-inch ceramic tile (brown/red), grout, and bedding	No	6	42 sq. ft.	ND	0
1st Floor - Northeast Bedroom	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	350 sq. ft.	ND	1
1st Floor - Northeast Bedroom	Popcorn ceiling texture (white)	YES	5 a-e	120 sq. ft.	ND	1
1st Floor - Southeast Bedroom	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	380 sq. ft.	ND	1
1st Floor - Southeast Bedroom	Popcorn ceiling texture (white)	YES	5 a-e	144 sq. ft.	ND	1
2nd Floor - Entry	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	200 sq. ft.	ND	1
2nd Floor - Entry	Popcorn ceiling texture (white)	YES	5 a-e	36 sq. ft.	ND	1
2nd Floor - Living Room	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	700 sq. ft.	ND	1
2nd Floor - Living Room	Popcorn ceiling texture (white)	YES	5 a-e	230 sq. ft.	ND	1
2nd Floor - Kitchen	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	340 sq. ft.	ND	1
2nd Floor - Kitchen	Popcorn ceiling texture (white)	YES	5 a-e	110 sq. ft.	ND	1
2nd Floor - Kitchen	9-inch by 9-inch vinyl sheet flooring (gray and tan) and adhesive (tan)	No	7	110 sq. ft.	ND	0
2nd Floor - Bathroom	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	224 sq. ft.	ND	1
2nd Floor - Bathroom	Popcorn ceiling texture (white)	YES	5 a-e	45 sq. ft.	ND	1

Functional Space	Homogeneous Material Description	Contains Asbestos (Yes/No)	Ref. Client Sample No. (See Table II)	Estimated Quantity Units	Material Condition ¹	Hazard Category ²
2nd Floor - Bathroom	Marble-patterned sheet vinyl (green and white) with adhesive (yellow)	YES	8	45 sq. ft.	ND	1
2nd Floor - Northeast Bedroom	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	380 sq. ft.	ND	1
2nd Floor - Northeast Bedroom	Popcorn ceiling texture (white)	YES	5 a-e	144 sq. ft.	ND	1
2nd Floor - Southeast Bedroom	Sheetrock / Joint Compound	YES* (JC Only)	4 a-g	350 sq. ft.	ND	1
2nd Floor - Southeast Bedroom	Popcorn ceiling texture (white)	YES	5 a-e	120 sq. ft.	ND	1

1. Condition of ACM:

ND = Not Damaged
 D = Damaged
 SD = Significantly Damaged

2. Hazard Category:

0 = No hazard - material does not contain asbestos
 1 = ACM with potential for damage
 2 = ACM with potential for significant damage
 3 = Damaged or significantly damaged asbestos-containing miscellaneous material
 4 = Damaged or significantly damaged friable asbestos-containing thermal system insulation
 5 = Damaged or significantly damaged friable asbestos-containing surfacing material

** Note: For samples 4a-g, the joint compound associated with the sheetrock wallboard system (joint compound, tape, sheetrock) contains chrysotile asbestos. The Environmental Protection Agency (EPA), Minnesota Department of Health (MDH) and Minnesota Pollution Control Agency (MPCA) consider the entire wallboard system, when determining whether or not it is a Regulated Asbestos-Containing Material (RACM) for demolition project only. When the above joint compound is analyzed as a composite sample with the sheetrock wallboard system, the composite sample contains <0.25% asbestos (verified by Point Count analysis), and therefore is not considered an RACM. The Occupational Safety and Health Administration (OSHA) Asbestos Standard applies to all situations where employees are potentially exposed to asbestos, regardless of the quantity of asbestos involved. Therefore, any disturbance of the joint compound would be subject to applicable OSHA requirements for asbestos.*

Appendix B

Table II. Bulk Asbestos Analytical Results

Client: City of Kasson
 Location: Residential Duplex Building, 102 15th Street Northeast, Kasson, MN
 Date of Inspection: 9/17/2019
 Project: B1909898

Sample No.	Sample Location		Material	Asbestos Content (%) ¹
1	Basement	Floor	12-inch by 12-inch patterned vinyl flooring (tan)	N.D. ²
			Adhesive (tan)	N.D.
2	Exterior	Roofing	Roofing materials (black)	N.D.
3	Basement	Sink	Undercoating (black)	Undercoating: Chrysotile 3
4A	1st Floor - Living Room	Ceiling	Sheetrock	Sheetrock: N.D.
			Joint Compound	Joint Compound: Chrysotile 2
			Composite	Composite: Chrysotile <0.25
4B	Crawl Space	Walls	Sheetrock	Sheetrock: N.D.
			Joint Compound	Joint Compound: Chrysotile 2
			Composite	Composite: Chrysotile 0.8
4C	1st Floor - Bathroom	Walls	Sheetrock	Sheetrock: N.D.
			Joint Compound	Joint Compound: Chrysotile 2
			Composite	Composite: Chrysotile 0.4
4D	1st Floor - Northeast Bedroom	Walls	Sheetrock	Sheetrock: N.D.
			Joint Compound	Joint Compound: Chrysotile 2
			Composite	Composite: Chrysotile <0.25
4E	1st Floor - Southeast Bedroom	Walls	Sheetrock	Sheetrock: N.D.
			Joint Compound	Joint Compound: Chrysotile 2
			Composite	Composite: Chrysotile 0.3
4F	2nd Floor - Stairwell	Walls	Sheetrock	Sheetrock: N.D.
			Joint Compound	Joint Compound: Chrysotile 2
			Composite	Composite: Chrysotile 0.6
4G	2nd Floor - Living Room	Walls	Sheetrock	Sheetrock: N.D.
			Joint Compound	Joint Compound: Chrysotile 3
			Composite	Composite: Chrysotile 0.5
5A	1st Floor - Kitchen	Ceiling	Popcorn ceiling texture (white)	Texture: Chrysotile 3
5B	1st Floor - Bathroom	Ceiling	Popcorn ceiling texture (white)	Texture: Chrysotile 3
5C	1st Floor - Northeast Bedroom	Ceiling	Popcorn ceiling texture (white)	Texture: Chrysotile 4
5D	1st Floor - Southeast Bedroom	Ceiling	Popcorn ceiling texture (white)	Texture: Chrysotile 4
5E	2nd Floor - Stairwell	Ceiling	Popcorn ceiling texture (white)	Texture: Chrysotile 3
6	1st Floor - Bathroom	Floor	12-inch by 12-inch ceramic tile (brown/red)	N.D.
			Grout (gray)	N.D.
			Bedding (tan)	N.D.
7	2nd Floor - Kitchen	Floor	9-inch by 9-inch vinyl sheet flooring (gray and tan)	N.D.
			Adhesive (tan)	N.D.
8	2nd Floor - Bathroom	Floor	Marble-patterned sheet vinyl (green and white)	Sheet vinyl: Chrysotile 20
			Adhesive (yellow)	N.D.

1. Asbestos content is indicated as an approximate percent by area.

2. N.D. = None Detected

3. For Samples 4a-g, the joint compound associated with the sheetrock wallboard system (joint compound, tape, sheetrock) contains chrysotile asbestos. The Environmental Protection Agency (EPA), Minnesota Department of Health (MDH) and Minnesota Pollution Control Agency (MPCA) consider the entire wallboard system, when determining whether or not it is a Regulated Asbestos-Containing Material (RACM) for demolition project. When the above joint compound is analyzed as a composite sample with the sheetrock wallboard system, the composite sample contains <0.25% asbestos (verified by Point Count analysis), and therefore is not considered an RACM as it is related to structural demolition projects. The Occupational Safety and Health Administration (OSHA) Asbestos Standard applies to all situations where employees are potentially exposed to asbestos, regardless of the quantity of asbestos involved. Therefore, any disturbance of the joint compound would be subject to applicable OSHA requirements for asbestos.

Appendix C

Bulk Asbestos Analysis Reports



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 351908400

Customer ID: BRAU29

Customer PO: B1909898

Project ID:

Attention: Brian Mcintire
Braun Intertec-Rochester
4210 Highway 14 E.
Rochester, MN 55901

Phone: (507) 281-2515

Fax:

Received Date: 09/18/2019 10:00 AM

Analysis Date: 09/24/2019

Collected Date: 09/17/2019

Project: B1909898

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1-Flooring 351908400-0001	Basement kitchen - Vinyl flooring 12-inch by 12-inch pattern (cream)	Gray/White Fibrous Heterogeneous	25% Cellulose 10% Glass	65% Non-fibrous (Other)	None Detected
1-Adhesive 351908400-0001A	Basement kitchen - Vinyl flooring 12-inch by 12-inch pattern (cream)	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2 351908400-0002	Exterior roof - Roofing materials	Black Fibrous Heterogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
3 351908400-0003	Basement kitchen - Sink undercoating (black)	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
4a-Sheetrock 351908400-0004	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White/Pink Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
4a-Joint Compound 351908400-0004A	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	White/Pink Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
4a-Composite 351908400-0004B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White/Pink Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	<1% Chrysotile
4b-Sheetrock 351908400-0005	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
4b-Joint Compound 351908400-0005A	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	White/Pink Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
4b-Composite 351908400-0005B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White/Pink Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	<1% Chrysotile
4c-Sheetrock 351908400-0006	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
4c-Joint Compound 351908400-0006A	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
4c-Composite 351908400-0006B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	<1% Chrysotile

Initial report from: 09/24/2019 10:50:56



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 351908400
Customer ID: BRAU29
Customer PO: B1909898
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
4d-Sheetrock 351908400-0007	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
4d-Joint Compound 351908400-0007A	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	White/Pink Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
4d-Composite 351908400-0007B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	<1% Chrysotile
4e-Sheetrock 351908400-0008	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
4e-Joint Compound 351908400-0008A	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
4e-Composite 351908400-0008B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	<1% Chrysotile
4f-Sheetrock 351908400-0009	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
4f-Joint Compound 351908400-0009A	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
4f-Composite 351908400-0009B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	<1% Chrysotile
4g-Sheetrock 351908400-0010	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
4g-Joint Compound 351908400-0010A	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	White Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
4g-Composite 351908400-0010B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	<1% Chrysotile
5a 351908400-0011	Interior ceilings - Ceiling texture (popcorn)	White Non-Fibrous Homogeneous		10% Mica 87% Non-fibrous (Other)	3% Chrysotile
5b 351908400-0012	Interior ceilings - Ceiling texture (popcorn)	White Non-Fibrous Homogeneous		8% Mica 89% Non-fibrous (Other)	3% Chrysotile
5c 351908400-0013	Interior ceilings - Ceiling texture (popcorn)	White Non-Fibrous Homogeneous		5% Mica 91% Non-fibrous (Other)	4% Chrysotile

Initial report from: 09/24/2019 10:50:56



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EMSL Order: 351908400
Customer ID: BRAU29
Customer PO: B1909898
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
5d 351908400-0014	Interior ceilings - Ceiling texture (popcorn)	White Non-Fibrous Homogeneous		10% Mica 86% Non-fibrous (Other)	4% Chrysotile
5e 351908400-0015	Interior ceilings - Ceiling texture (popcorn)	White Non-Fibrous Homogeneous		10% Mica 87% Non-fibrous (Other)	3% Chrysotile
6-Ceramic Tile 351908400-0016	Basement bathroom - 12-inch by 12-inch ceramic tile (cream) with grout (tan)	Brown/Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6-Grout 351908400-0016A	Basement bathroom - 12-inch by 12-inch ceramic tile (cream) with grout (tan)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6-Bedding 351908400-0016B	Basement bathroom - 12-inch by 12-inch ceramic tile (cream) with grout (tan)	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7-Flooring 351908400-0017	2nd floor kitchen - Vinyl flooring 9-inch by 9-inch pattern (cream)	Gray/Tan/White Fibrous Heterogeneous	25% Cellulose 10% Glass	65% Non-fibrous (Other)	None Detected
7-Adhesive 351908400-0017A	2nd floor kitchen - Vinyl flooring 9-inch by 9-inch pattern (cream)	Tan/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-Flooring 351908400-0018	2nd floor bathroom - Vinyl flooring marble pattern (green and white)	Gray/White/Yellow Fibrous Heterogeneous	10% Cellulose	70% Non-fibrous (Other)	20% Chrysotile
8-Adhesive 351908400-0018A	2nd floor bathroom - Vinyl flooring marble pattern (green and white)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Daniel Nordland (37)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-23741

Initial report from: 09/24/2019 10:50:56



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minneapolislab@emsl.com

EMSL Order: 351908400

CustomerID: BRAU29

CustomerPO: B1909898

ProjectID:

Attn: **Brian McIntire**
Braun Intertec-Rochester
4210 Highway 14 E.
Rochester, MN 55901

Phone: (507) 281-2515

Fax:

Received: 09/18/19 10:00 AM

Analysis Date: 9/25/2019

Collected: 9/17/2019

Project: **B1909898**

Test Report: Polarized Light Microscopy (PLM) - Point Count Performed by EPA 600/R-93/116 Method with Gravimetric Reduction and 400 Point Count

SAMPLE ID	DESCRIPTION	APPEARANCE	(% Matrix		NON- ASBESTOS % Fibrous	NON- ASBESTOS % NON-FIBROUS	ASBESTOS % TYPES
			Organic Acid				
4a-Composite 351908400-0004B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White/Pink Fibrous Heterogeneous	25.3	24.6		50.1 Non-fibrous (other)	<0.25 Chrysotile
4b-Composite 351908400-0005B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White/Pink Fibrous Heterogeneous	23.4	23.2		52.6 Non-fibrous (other)	0.8 Chrysotile
4c-Composite 351908400-0006B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	20.6	30.2		48.9 Non-fibrous (other)	0.4 Chrysotile
4d-Composite 351908400-0007B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	24.4	11.1		64.5 Non-fibrous (other)	<0.25 Chrysotile
4e-Composite 351908400-0008B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	23.4	19.4		56.9 Non-fibrous (other)	0.3 Chrysotile

Analyst(s)

Daniel Nordland (7)

Rachel Travis, Laboratory Manager
or other approved signatory

Disclaimers: Some samples may contain asbestos fibers present in dimensions below PLM resolution limits. The limit of detection as stated in the method is 0.25%. EMSL Analytical Inc. suggests that samples reported as <0.25% or none detected undergo additional analysis via TEM. The above test report relates only to the items tested. This report may not be reproduced, except in full, without written approval by EMSL Analytical Inc.. This report must not be used to claim product endorsement by NVLAP or any agency of the United States Government. EMSL Analytical Inc. bears no responsibility for sample collection activities, analytical method limitations, or the accuracy of results when requested to separate layer samples. EMSL Analytical Inc. liability is limited to the cost of sample analysis. The test results contained within this report meet the requirements of NELAC unless otherwise noted. Samples received in good condition unless otherwise noted. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-23741

Report Amended: 09/25/2019 15:47:00 Replaces the Initial Report . Reason Code: Client-Additional Analysis



EMSL Analytical, Inc.

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EMSL Order: 351908400

CustomerID: BRAU29

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ProjectID:

Attn: **Brian McIntire**
Braun Intertec-Rochester
4210 Highway 14 E.
Rochester, MN 55901

Phone: (507) 281-2515

Fax:

Received: 09/18/19 10:00 AM

Analysis Date: 9/25/2019

Collected: 9/17/2019

Project: **B1909898**

Test Report: Polarized Light Microscopy (PLM) - Point Count Performed by EPA 600/R-93/116 Method with Gravimetric Reduction and 400 Point Count

SAMPLE ID	DESCRIPTION	APPEARANCE	(% Matrix		NON- ASBESTOS % Fibrous	NON- ASBESTOS % NON-FIBROUS	ASBESTOS % TYPES
			Organic	Acid			
4f-Composite 351908400-0009B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	Tan/White Fibrous Heterogeneous	22.8	13.7		62.9 Non-fibrous (other)	0.6 Chrysotile
4g-Composite 351908400-0010B	Interior walls and ceilings - Sheetrock and joint compound (SRJC)	White Fibrous Heterogeneous	21.5	11.1		66.9 Non-fibrous (other)	0.5 Chrysotile

Analyst(s)

Daniel Nordland (7)

Rachel Travis, Laboratory Manager
or other approved signatory

Disclaimers: Some samples may contain asbestos fibers present in dimensions below PLM resolution limits. The limit of detection as stated in the method is 0.25%. EMSL Analytical Inc. suggests that samples reported as <0.25% or none detected undergo additional analysis via TEM. The above test report relates only to the items tested. This report may not be reproduced, except in full, without written approval by EMSL Analytical Inc.. This report must not be used to claim product endorsement by NVLAP or any agency of the United States Government. EMSL Analytical Inc. bears no responsibility for sample collection activities, analytical method limitations, or the accuracy of results when requested to separate layer samples. EMSL Analytical Inc. liability is limited to the cost of sample analysis. The test results contained within this report meet the requirements of NELAC unless otherwise noted. Samples received in good condition unless otherwise noted. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-23741

Report Amended: 09/25/2019 15:47:00 Replaces the Initial Report . Reason Code: Client-Additional Analysis

Appendix D
Photographic Log



Photograph #1	Kasson Residence, 102 15th Street Northeast	B1909898
Date:	September 17, 2019	
Location:	Front of Building	
Subject:	Site Structure	



Photograph #2	Kasson Residence, 102 15th Street Northeast	B1909898
Date:	September 17, 2019	
Location:	Interior	
Subject:	12-inch by 12-inch patterned vinyl flooring (tan) and adhesive (tan)	



Photograph #3	Kasson Residence, 102 15th Street Northeast	B1909898
Date:	September 17, 2019	
Location:	Roof	
Subject:	Roofing materials (black)	



Photograph #4	Kasson Residence, 102 15th Street Northeast	B1909898
Date:	September 17, 2019	
Location:	Interior	
Subject:	Sink Undercoating	



Photograph #5	Kasson Residence, 102 15th Street Northeast	B1909898
Date:	September 17, 2019	
Location:	Interior	
Subject:	Sheetrock / Joint Compound	



Photograph #6	Kasson Residence, 102 15th Street Northeast	B1909898
Date:	September 17, 2019	
Location:	Interior	
Subject:	Popcorn ceiling texture (white)	



Photograph #7	Kasson Residence, 102 15th Street Northeast	B1909898
Date:	September 17, 2019	
Location:	Interior	
Subject:	12-inch by 12-inch ceramic tile (brown/red), grout, and bedding	



Photograph #8	Kasson Residence, 102 15th Street Northeast	B1909898
Date:	September 17, 2019	
Location:	Interior	
Subject:	9-inch by 9-inch vinyl sheet flooring (gray and tan) and adhesive (tan)	



Photograph #9	Kasson Residence, 102 15th Street Northeast	B1909898
Date:	September 17, 2019	
Location:	Interior	
Subject:	Marble-patterned sheet vinyl (green and white) with adhesive (yellow)	



Photograph #10	Kasson Residence, 102 15th Street Northeast	B1909898
Date:	September 17, 2019	
Location:	Garage	
Subject:	Various paints, petroleum products.	

Appendix E

Asbestos Inspector Certificate

Certificate No: 5LM01081908IR

Expiration Date: January 8, 2020

This is to certify that
Brian J. McIntire
has attended and successfully completed an
ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

White Bear Lake, MN on January 8, 2019
Examination Date: January 8, 2019

Lake States Environmental
P. O. Box 645, Rice Lake, WI 53086
(800) 254-9811



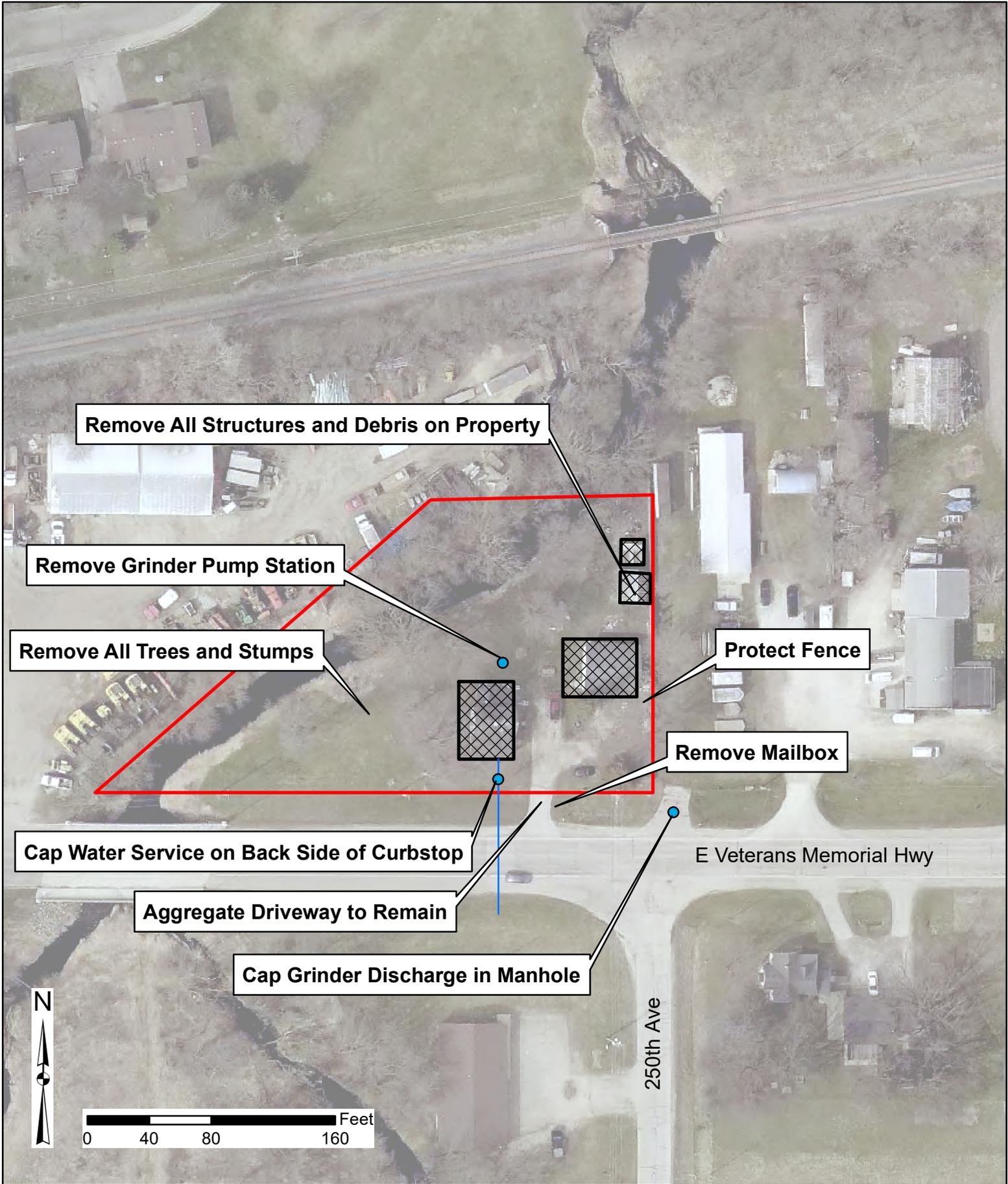
m ASBESTOS
INSPECTOR
DEPARTMENT
OF HEALTH
Certified by
State of Minnesota
Department of Health
Expires: 01/08/2020
Brian J McIntire
28508 Pheasant Rd
St. Charles, MN 55972

Director, Env. Health Div.

No. A110409 Issued: 01/15/2018


Tydning Instructor

APPENDIX D
DEMOLITION PLANS FOR 85 E VETERNAS MEMORIAL HIGHWAY &
102 15TH STREET NE



Remove All Structures and Debris on Property

Remove Grinder Pump Station

Remove All Trees and Stumps

Protect Fence

Remove Mailbox

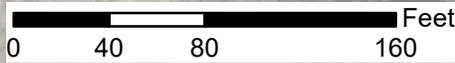
Cap Water Service on Back Side of Curbstop

E Veterans Memorial Hwy

Aggregate Driveway to Remain

Cap Grinder Discharge in Manhole

250th Ave



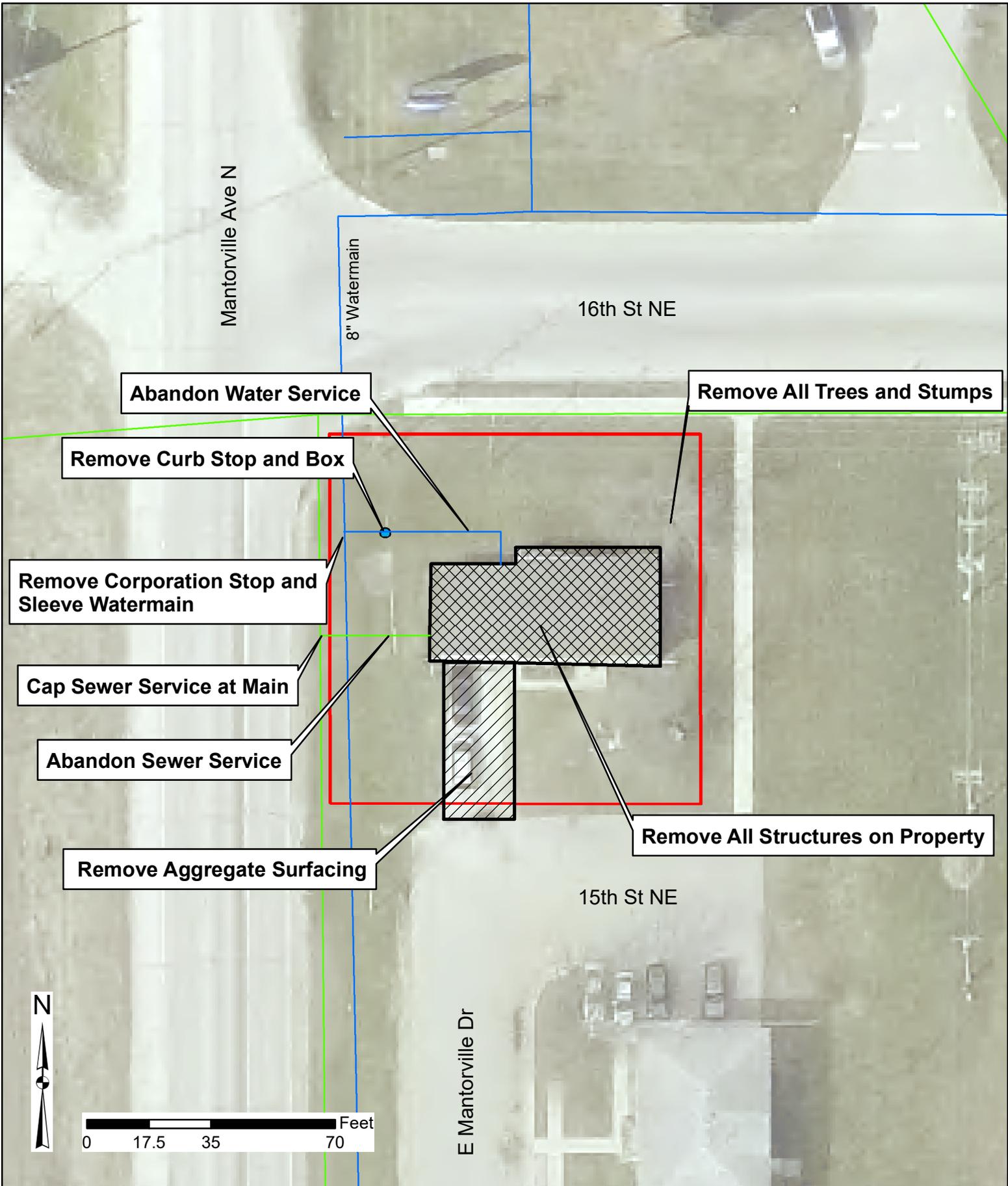
Demolition Plan

85 E Veterans Memorial Highway



engineers + planners + land surveyors

WHKS No. 8104.19





PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Kasson** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **2022 Safe Routes to School Project**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design, bid, and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

- Items 1-3 – Lump Sum Fee of \$39,000 including expenses.**
- Items 4-5 – Lump Sum Fee of \$36,000 including expenses.**
- Item 6 – Billed hourly if needed.**

Permit and plan distribution fees to be paid by the client.

Executed this _____ day of November, 2019

City of Kasson

WHKS & CO.

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: William Angerman

Title: Exec. Vice President, COO



Exhibit A to Professional Services Agreement

A. Project Description

The 2022 Safe Routes to School Improvements Project consists of the following proposed improvements, which are also shown on the location map attached to this agreement:

- A. Painted curb extensions and a MUTCD compliant pedestrian flasher system for the existing pedestrian crossing at the intersection of 16th Street NE and 5th Avenue NE. Future improvements are planned to extend 16th Street which will increase traffic levels and the need for the pedestrian improvements at this location.
- B. High visibility cross walk, which will consist of stripping, signage and a MUTCD compliant pedestrian flasher system on 16th Street NE at the driveway to the Elementary School, which is frequently used by pedestrians but not presently designated as a cross walk.
- C. High visibility cross walk, which will consist of stripping, signage and a MUTCD compliant pedestrian flasher system and ADA compliant curb ramps on 11th Street NE just east of the Dodge County Arena, which is frequently used by pedestrians but not presently designated as a cross walk.
- D. High visibility cross walk, which will consist of stripping and signage for the existing pedestrian crossing at the intersection of 11th Street NE and 5th Avenue NE.
- E. Construct a 10 foot wide paved shared use path from the existing shared use path along the westerly side of 5th Avenue NE to 11th Street NE. The shared use path route will coincide with the turfed walking route established by use from students.
- F. Construct a 10 foot wide paved shared use path from the end of the existing shared use path along the northerly side of 11th Street NE west to the intersection of Mantorville Avenue N and 11th Street NE, including ADA compliant curb ramps.
- G. Construct a 10 foot wide paved shared use path from Sunset Trail along the easterly side of 240th Avenue east approximately 1,500 feet. Future development to the east will include construction of a shared use path which will complete the pedestrian network to the existing 16th Street shared use path.
- H. Construct a 10 foot wide paved shared use path from the end of the existing shared use path east of 5th Avenue NE and south of the Elementary School to the Elementary School.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms and the prescribed MnDOT submittal format, preparation of monthly status reports, and general administrative activities.
- Preparation of Project Memorandum and Environmental Assessment forms.

- Assist City staff with Safe Routes to School submittals.
- Coordinate project design with MnDOT.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend two (2) meeting for the project.

2. Topographic Survey and Research of Existing Conditions

- Prepare a site topographical survey to support new facilities exclusive of boundary surveys for land and easement acquisitions.
- Develop project control and base map for the project.
- Locate the existing underground utilities as located by the Gopher State One Call locate system.
- Collect, obtain and review relevant information from the Client.

3. Preliminary and Final Design

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project. Plans will follow MnDOT State Aid standards.
- Geotechnical Engineering services will be performed by a subcontractor to WHKS under this contract. Geotechnical services to include material testing.
- Prepare forms of advertisement for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish two (2) original signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.
- A Storm Water Pollution Prevention Plan (SWPPP) will be prepared.
- Prepare and submit applicable construction permit application package to NPDES and agencies identified in the Project Memorandum.
- Complete and submit the MnDOT required design submittal forms.
- Submit final plans and specifications to MnDOT for review, comment, and approval.

4. Construction Administration

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- Provide construction staking.

- Prepare record drawings from Contractor provided “mark-ups” at the completion of the construction.
- Provide construction updates to the Client.

5. Construction Observation

- Provide resident project observation services during the construction of the Project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 160 hours of observation and travel time.
- The testing of materials will be provided by a subconsultant to WHKS.

6. Easement and/or Right-of-Way Acquisition

- Assist City Staff with the acquisition of easements and/or right-of-way needed to construct the project.
- Prepare figures and/or certificate of surveys to complete any needed acquisitions.

C. Special Engineering Services:

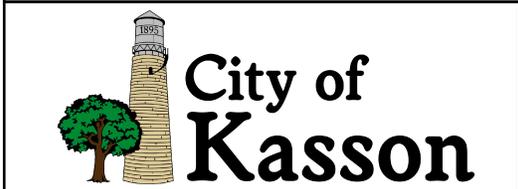
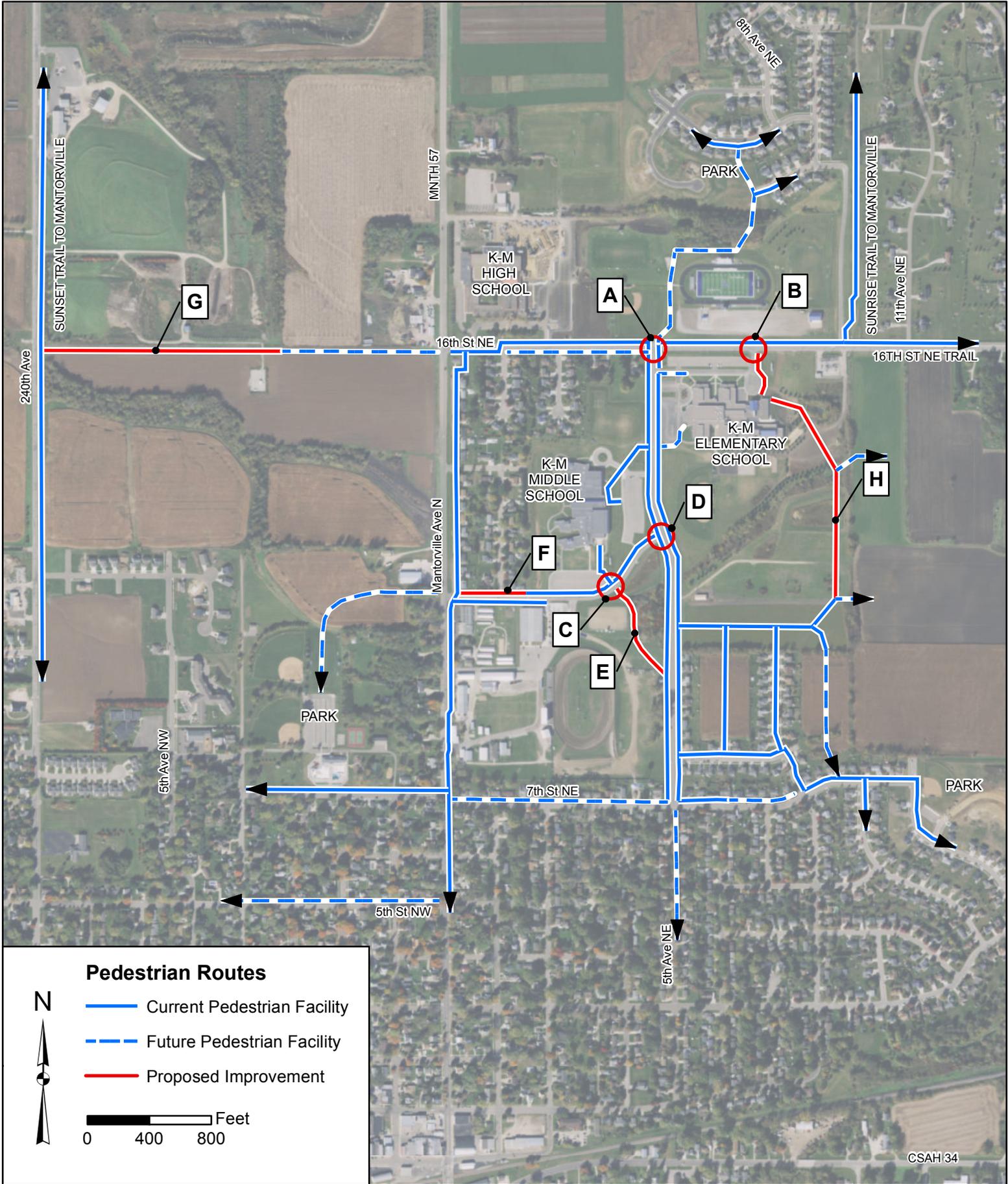
Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Special assessment assistance
5. Quality control testing and construction materials testing
6. Permits other than those identified above
7. Funding assistance, including grant and/or loan applications
8. Wetland Delineations or mitigation plans
9. Floodplain and hydraulic/hydrologic modeling
10. Geotechnical design/recommendations
11. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
12. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
13. Attendance at additional meetings (other than those listed above)

Appendix B

Project Location Key Map



CITY OF KASSON
 TRANSPORTATION ALTERNATIVES
 KASSON SAFE ROUTES TO SCHOOL



STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. ~~Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law.~~ ~~In addition,~~ Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

Modified: 04/16/15 per City of
Kasson comments.



KASSON FIRE DEPARTMENT

FIRE ✕ RESCUE ✕ EMS ✕ 101 E. MAIN STREET ✕ KASSON, MN 55944

11/20/2019

1200 HRS

Kasson Fire Department
101 E Main St
Kasson, MN 55944

Letter of Correspondence & Record

Subject: Retirement
Staff: Administrative Officer – Steve Jurens

City of Kasson
401 5th St SE
Kasson, MN 55944
Attn: Interim City Administrator

Ms. Zaworski,

This letter of correspondence is to make you aware of the submission and acceptance of the letter of retirement of Administrative Officer Steve Jurens, effective January 1, 2020 as a member in good standing.

Submitted for City Administrator approval / endorsement, followed by recommendation to approve at next City of Kasson - Council Meeting.

Should you have any questions – please feel free to contact me @ 507-517-4113 or by email @ kassonfirechief@kmtel.com.

Respectfully

Joe Fitch - Fire Chief



KASSON FIRE DEPARTMENT

FIRE ✕ RESCUE ✕ EMS ✕ 101 E. MAIN STREET ✕ KASSON, MN 55944

11/18/2019
1700 HRS

Kasson Fire Department
101 E Main St
Kasson, MN 55944

Letter of Correspondence & Notification

To: Fire Chief Fitch

Subject: Notification of Retirement

The support that the City of Kasson, the residents of the greater Kasson community and past Fire Chiefs: Fjerstad, Kenworthy, Stevenson, Musolf, and Fitch have provided to me in the course of my career, by means of encouragement and allowance to further my fire service education / skills / expertise, will forever be appreciated.

My time as a member / firefighter / emergency medical responder / officer of the Kasson Fire Department from the Fall of 1998 to Spring of 2011 and then rejoining from the Fall of 2011 to now the end of 2019 has been satisfying, rewarding, personally productive, and availed many opportunities to me in the MN Fire Service these past 20 yrs.

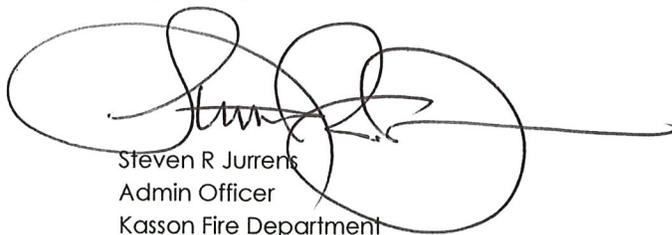
Be assured my decision to retire has been a labored one, as I have deeply enjoyed my time with the Kasson Fire Department, the friendships and camaraderie that I have experienced within the organization, and most importantly being availed the opportunity to serve the City of Kasson, its residents and those of the Kasson Fire District in their times of need.

As with things in life there is a time and a season of engagement and service. My time and season is nearing completion and it is time from the next generation of Kasson Fire Department officers and firefighters to engage and bring-to-bear their skills / knowledge / expertise / drive and fervor to address the emergency services needs of our growing and changing community. Best wishes to each of them as they move forward to engage their time and season of service.

Again – THANK-YOU for the opportunity to serve these many years . . .

I herein request the City of Kasson - City Council take formal action to accept my letter of retirement from the Kasson Fire Department - effective 0000 HRS - 01/01/2020

Respectfully submitted



Steven R Jurens
Admin Officer
Kasson Fire Department

The mission of Kasson Fire Department is to provide life safety and hazard response to the citizens and visitors of the community we serve, in a safe, professional and ethical manner. Our focus will be to actively engage in prevention, public education, risk management, emergency response, code enforcement, fire investigation and professional development.



KASSON FIRE DEPARTMENT

FIRE ✕ RESCUE ✕ EMS ✕ 101 E. MAIN STREET ✕ KASSON, MN 55944

11/20/2019

1200 HRS

Kasson Fire Department
101 E Main St
Kasson, MN 55944

Letter of Correspondence & Record

Subject: Retirement
Staff: Firefighter – Chris Meyers

City of Kasson
401 5th St SE
Kasson, MN 55944
Attn: Interim City Administrator

Ms. Zaworski,

This letter of correspondence is to make you aware of the submission and acceptance of the letter of retirement of Firefighter Chris Meyers, effective December 2, 2019 as a member in good standing.

Submitted for City Administrator approval / endorsement, followed by recommendation to approve at next City of Kasson - Council Meeting.

Should you have any questions – please feel free to contact me @ 507-517-4113 or by email @ kassonfirechief@kmtel.com.

Respectfully

Joe Fitch - Fire Chief

10-18-2019

To Joe Fitch and the Kasson Fire Department,

I Chris Meyers have been faced with a very hard choice. After a lot of thoughts and talking with Joe I have decided to retire after 10 years of service from the Kasson Fire Department. With the injury of my hand and now the loss of motion and the ability not to be able to do everything that I may have to. It has been a great adventure being able to learn and do the things I did being part of this Department. I have met a lot of guys and gals over the years of serving the community in which me and my family lives and have become friends with a lot. I wish you all the best and stay safe!

#28 Chris Meyers

Eff.
Dec 2nd 2019

November 18th, 2019

To whom it concerns:

This letter is to inform Dodge County and the City of Kasson respectively that I, Zachary Lee Plein, am officially resigning from the Dodge County Sheriff's Office [DCSO] and Kasson Police Department [KPD]. I was recently hired by the Owatonna Police Department [OPD] and am no longer able to continue employment with more than one agency.

I can think of only a few other instances in which I was required to construct a bittersweet notice, such as this. I am excited for my full-time employment opportunity with the City of Owatonna, but am sad to leave my home agencies and the communities I grew up in.

My journey in professionally investing in our communities officially started during the summer of 2015 when I was granted an internship with Dodge County. I returned after that summer to complete my senior year of college at the University of Wisconsin - Eau Claire. I was incredibly impressed with what I saw during that summer from DCSO and KPD and could not wait to return home after college graduation. I was hired as a DCSO Transport Deputy in 2016 and later promoted to a part-time Deputy position with DCSO. I was fortunate enough to gain temporary full-time employment status with DCSO from November of 2018 through March of 2019. In January of 2018, I was hired as a KPD Officer and admittedly loved wearing blue as I invested in the community that raised me. I enjoyed this opportunity greatly as it illustrated to me the differences between working for a broader county law enforcement agency and local police department. There were more than a few instances where I would be recognized by a citizen while working for KPD and I enjoyed maintaining that personal element with the people I served - not only in Kasson, but in the communities I grew to care about in Dodge County.

I did not search for employment elsewhere because I became tired of working where I grew up. I began seeking other opportunities because there are unfortunately no full-time positions here in which I am able to apply for. I know that there are full-time positions coming in the near future, however I am unable to wait that long due to my own financial reasons.

I am grateful for the experiences and learning opportunities I have had here and will use them every day I go work in Owatonna. Although I am sad to leave, I am excited for what waits for me as I begin field training with a new agency.

I also just want to say thank you to DCSO Sheriff Rose, KPD Chief Berghuis, DCSO Administration, Dodge County Board members, and Kasson City Council members for taking a chance on me and giving me my first professional opportunities. I feel like I have humbly served our communities well and hope that you all feel the same.

While Owatonna is considerably larger than where I have worked these past years, I will always be a small town kid at heart and will remember my time here fondly.

Thank you again and I'm happy to have served my home.

Zachary L. Plein

FINANCE DIRECTOR REPORT/INTERIM CITY ADMINISTRATOR

November 21, 2019 11:00 a.m.

1. October Financials-
2. City Admin search- update
3. Council/EDA/Planning
 - a). Casey's
 - b.) Leth streets
 - c) 16th St NW and Roundabout
 - d) Roundabouts on Mantorville Avenue

4. Design Team meeting 12/4 BV 8th and Blaine's
5. Snow hauling bid
6. Liquor Store pre-audit January 2nd?
7. X-mas tree- giving tree
8. Projects wrapping up for the year- \$1.5 M
9. Let us know what we can do for you?
10. Budget discussions- plus 3 water projects?
11. Workforce Development and K-M School for department development
12. Electric schedule
13. Cleaning schedule
14. Reed beds done
15. Thanks to all for help at CH
16. 16. Water conservation kits- we will continue to promote
17. Tier 2 Power strip rebates
18. Rate increase- fee ordinance
19. Union contracts 11/25



Kasson Police Department

19 East Main Street
Kasson, MN 55944
507-634-3881
Fax: 507-634-4698

Department Head Meeting 11/20/2019

One squad still waiting to have hood repaired from hail.

Our office rebuild is done, moving firm did some damage to some of the cubicles and some dings to the walls, we had to have that fixed. Moving company credited us some for the damage.

Night rifle handgun and shotgun qualifications took place with all passing.

Currently working on all of our end of year annual OSHA trainings through PATROL On Line.

Kasson has received their final NIBRS certification. Thanks to the work of Krista.

Open House for fire and police on 10/9/2019 went very well considering the location, we had a lot of visitors. Thanks to Charley and his crew for providing the facility and for how clean it was.

Halloween was uneventful this year.

October 9th attended the first ever Regions 10 Chiefs meeting facilitated by Rochester PD Chief Jim Franklin. About 23 Chiefs from the region, which includes cities in the following counties, Dodge, Mower, Freeborn, Steele, Goodhue, Houston, Rice, Wabasha, Winona. Most of the discussion was about hiring and keeping personnel both full-time and part-time officers.

Shop with a Cop December 10th.

Anybody else having issues with Sandy not cleaning or missing days? Last at our office November 5th.

ELECTRIC

Dept. Head meeting – 11/21/19

- Final old 3 phase cabinet replaced for 3 phase main line feeder relocation along RR tracks

- Final 4/0 Elbow terminations done, phasing and all cable energized, system restored to normal open points

- OT event, primary cable fault on open concentric cable. Cable was replaced with jacketed cable in fault location and the one remaining section of open concentric was done at the same time

- Christmas decorations gone through and ready for 11-25-19 hanging

- A strong month for the whole Electric Dept. team. KW and EH are doing well

City Wide Department Head Meeting

11:00am November 21, 2019

KPL Report

1. Search committee has met and started going through applications for new director
2. Patricia Shaffer-Gottschalk has accepted the position of Interim Library Director
3. Friends of the Library Book Sale raised just over \$700 in November book sale
4. Schwickerts Roofing, Stewartville, is working on a gutter system for the west door and should be ready for installation in a couple of weeks. I will need to talk with Charlie about this before I leave.
5. I installed protective chair rail in the community room and the entry way of the library.
6. Installed a door and shelving brackets in the young adult area to make a closet area for more storage.
7. Had a plugged drain in the women's restroom, so we have posted signs about what not to flush in all restrooms! It took the plumber just about three hours to unplug the system!
8. Good Luck to all of you in the Future at the City of Kasson! It has been a great experience working the each of you and a learning one, also! Thanks!

9.

Art, Retired Library Director



8

City of Kasson
Department Head Meeting
November 21st, 2019
11:00 AM

Public Works

1. 16th St NE project – materials and signs are picked up, work is done for the season
2. 3rd, 4th, & 5th project – SL still working on punch list items
3. East Main project – pipe is all in and road work is done, turf restoration in spring
4. Christmas lights will go up Monday (November 25th)
5. Sand & Gravel – blacktop is done on 1st St NE, 8th Ave NE, and 2nd St NW for street maintenance repairs
6. Sand & Gravel – patched water leak repairs, catch basin repairs, and subdrain repairs
7. Swenke IMS – replaced curb on 2nd St SW and 5th St SW

Streets

1. Fall Sweeping (Leaves)
2. Plowing/sanding
3. Equipment repairs and maintenance
4. Patching potholes
5. Picked up crosswalk signs and Safe Routes to School delineators
6. Installed signs on 13th Ave NW

Water/Wastewater Department

Department head meeting Nov. 21, 2019

- The city pumped 14.9 million gallons of water from wells 4 and 5 in October.
- The city treated 49.8 million gallons at the wastewater treatment plant in October, of this 6.6 million was received from Mantorville, and received 5.4 inches of rain for the month.
- The city had an intern working in the water department for one week.
- The support cable for the Mixers/Aerators in the 4.3 million gallon retention basin broke earlier this year; DN Tanks completed the repairs, we will be partially filling the tank to test the system.
- The reed beds have been emptied, nearly 4,000 tons of material was transferred to SKB Environmental in Austin Minnesota.
- Sub drain inspections continue for the 2017-2018 street project.
- City staff is working with Hidrostal Pumps to correct plugging problems with the new recirculation pumps, this is still warranty work.
- Work has begun on the main lift station and the northwest lift station, the rail system for removing the pumps is being replaced.
- Replaced recirculation pump at west tower.
- Replaced motor for aerated digester blower.

Department Head Meeting

November 21, 2019

Park Department

1. Adult Basketball League – I reached out to some teams that played in the basketball league in the past. They all have indicated to me that they do not have interest to form a team for the league. There will not be an adult basketball league in 2020.

2. Park Signage – The weather changed before we could get the two Park signs and the historic water tower sign installed this fall. We will wait until spring to install all three signs.

3. Meadowland Park picnic shelter – Materials have been purchased for the shelter. We will be building the shelter next Spring.

4. Christmas Tree Lighting – We will be picking up the tree Friday the 22nd for the gazebo. We will set the tree on Tuesday the 26th. There is a group that will put the lights on the tree before the ceremony on the 29th. The ceremony will start at 6:30 pm on the 29th at Veterans Memorial Park Gazebo.

5. Tree Maintenance- we will start our winter tree removals and tree trimming for the winter season. As of today, we have around 20 trees to be removed and around 25 trees that citizens have called to have trimmed. Hopefully we can add another 25 ash trees to be removed also.

6. Ball field maintenance – We have added lime to all 4 fields this fall. The new outfield fence is completed on North 2 ballfield. We still need to put the yellow safety tile on top of the fence which we will do in the Spring.

7. Tree City USA – I will be starting to work on our application for being named tree city for the 39th year. It is due December 31st to the National Arbor Day Foundation.

Liquor Store Report 11/21/19

In conjunction with Miller/Coors, during the month of October we collected \$62 for the food shelf, just by putting a container at the cash register.

Care and Share Auction was November 19. It was another successful event held at the High School.

Cash donations were \$15,335.78. Live and silent auction, raffle, dessert, and dinner income came to \$16,431, before expenses.

Christmas in Kasson is December 7 from 10 am to 1 pm

Our holiday hours are posted and we are ready for shoppers!

We had a wine and beer tasting on November 7 to benefit Festival in the Park. 16 vendors and 110 tickets were sold at \$20.00/eq

Kasson Dept Head Meeting 11/26/2019

- The September patron count was 3558 which is a total of 77,034 since Oct 1 2018 (1 year).
- After gathering information on the R-22 replacement the cheapest replacement route would be R407A but one recommendation we received was to just buy a stock pile of R-22 before the end of the year and use that until we replace the entire rack with something more green.
- DCYH ended up having 10 traveling teams (8 boys and 2 girls) plus their mite program which is a total of 228 kids registered. They are still looking into a Junior Gold program but it does not look like they will have enough players as the DCHS boys decided not to have any cuts from their program.
- DCYH has used some of their charitable gambling funds to replace the sound system and added a drink rail to the south end of the rink boards. They are still looking at replacing the benches in the locker rooms and redoing some stuff in the penalty boxes.

DCHS boys and girls teams are in full swing the girls have already played 2 home games and the boys first home game is next Wednesday 11/27.

INCIDENT ANALYSIS - DAY

Date 11/21/2019

Time 10:43:30AM

Report CFS03

Agency Kasson Police

Dates 01/01/2019

Thru 10/31/2019

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency: K Kasson Police								
	2	2	1	2	2	3	3	15
00013 Burg/res/day/f	0	0	0	0	1	0	0	1
00022 Shoplifting	1	2	0	0	0	0	0	3
00036 Stolen Prop/recovered	0	0	1	1	2	0	1	5
00041 Disorderly Conduct	1	0	1	1	0	2	0	5
00045 Environment/dumping	1	0	0	0	0	0	0	1
00049 Probation Violation	0	0	0	0	1	1	0	2
00059 Miscellaneous Info	3	3	1	2	3	1	2	15
00064 Juvenile Complaint	4	5	6	5	6	10	5	41
00080 Fires/structure	1	1	0	0	0	0	0	2
00081 Fires/grass	1	0	0	0	0	0	0	1
00090 Fail/yield Right/way	1	1	0	1	4	2	0	9
00099 Mv/property Damage	0	0	0	0	0	0	1	1
00100 Mv/fixed Object	0	0	0	0	0	0	1	1
00102 Mv/ran Off Road	13	2	4	4	2	5	3	33
00128 Vulnerable Adult	1	1	4	2	1	5	1	15
00140 Dac/cancelled Dl	3	1	0	0	2	1	1	8
00141 Dar/revoked Dl	5	4	4	3	5	6	7	34
00142 Das/suspended Dl	3	2	2	2	1	0	4	14
00143 Restricted Dl Violati	0	1	0	0	0	0	0	1
00144 Unreasonable Acceler	0	0	0	1	0	0	0	1
00146 Careless Driving	1	1	0	0	0	1	2	5
00148 Speed	11	5	22	20	5	10	11	84
00149 Stop Sign Violation	0	3	3	2	2	1	1	12
00153 Viol. Inst. Permit	0	1	1	0	0	0	0	2
00159 Obstruct Legal Proces	0	0	0	0	0	0	1	1
00163 No Minnesota Insuranc	1	0	0	1	1	0	0	3
00166 No Minnesota Dl	1	0	5	1	0	2	0	9
00167 No Seat Belt In Use	7	21	15	7	2	13	3	68
00182 Expired Registration	2	2	0	0	0	0	1	5
00184 Escape Minnesota Tax	0	0	0	1	0	0	0	1
00189 Other Traffic Violati	0	1	0	0	0	0	1	2
00192 Fail/stop Emerg Vehic	0	0	0	0	0	1	0	1
00196 Marijuana/poss In Veh	0	1	0	0	0	0	0	1
00197 Marijuana/poss Sm Amt	1	0	0	2	1	0	3	7
00198 Drug Paraphernalia	0	0	1	0	0	0	2	3
00203 Drive Around Barricad	0	0	0	0	1	0	0	1
00220 Barking Dog	1	1	2	1	7	2	4	18
00223 Animal Comp/neglect	1	0	1	0	0	0	1	3
00226 Animal/abuse/unfounde	0	0	0	0	1	0	0	1
00228 No Proof Of Insurance	0	2	2	1	1	1	0	7
00229 Theft By Check	0	0	0	0	1	0	0	1
00230 Criminal Dam. To Prop	0	3	0	0	2	0	1	6
00240 False Info To Officer	0	0	0	1	1	0	1	3
00274 Flee Peace Officer	0	0	0	0	0	1	0	1
00278 Terroristic Threats	0	0	0	1	0	0	0	1
00291 Minor Possess Tobacco	0	0	0	0	0	1	0	1
00450 Evacuation/gas Leak	3	0	0	0	1	0	0	4
00500 Appreh/detention Orde	0	0	0	0	0	1	0	1
00911 9-1-1 Hang Up Call	19	9	10	13	11	16	21	99
00950 Juvenile Court Orders	0	0	0	0	0	0	1	1

INCIDENT ANALYSIS - DAY

Date 11/21/2019

Time 10:43:30AM

Report CFS03

Agency Kasson Police

Dates 01/01/2019

Thru 10/31/2019

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
ABAND	2	1	0	1	2	3	2	11
ALARM	17	12	10	8	12	20	10	89
ANIBI	1	2	3	4	0	3	0	13
ANICO	10	7	9	8	7	7	9	57
ANIFO	2	11	2	3	9	7	6	40
ANILO	9	4	3	2	4	5	5	32
ASSAU	0	1	0	0	1	0	0	2
ASSIS	26	27	31	32	22	41	45	224
ATVCO	0	1	0	0	0	1	1	3
BOOM	0	0	0	0	1	0	1	2
BURG	3	0	1	0	1	0	1	6
BURNP	0	0	0	0	0	0	1	1
CARBO	2	0	4	0	1	0	2	9
CELLO	9	6	15	8	12	10	11	71
CHIAB	0	1	2	0	0	1	0	4
CITYO	1	5	4	11	6	6	2	35
CIVIL	18	19	16	21	10	16	10	110
CPROT	2	0	7	5	6	13	3	36
D38	1	0	0	0	0	0	0	1
DEAD	0	2	2	2	2	1	0	9
DEATH	0	0	0	0	1	1	0	2
Demo	0	1	0	0	0	2	0	3
DISTU	10	7	6	3	11	8	12	57
DOMAS	1	0	0	0	0	0	0	1
DOMES	1	1	0	2	0	1	2	7
DRICO	9	2	8	11	10	17	10	67
DRUNK	1	2	1	1	2	0	2	9
DWI/1	0	0	0	0	0	0	1	1
DWI/2	1	0	0	0	0	1	2	4
DWI/3	1	1	0	2	0	2	6	12
DWI/4	1	0	2	2	1	3	2	11
DWI/R	2	0	1	0	0	0	0	3
EMS	37	58	36	60	52	50	27	320
FIRES	3	2	3	1	1	0	2	12
HARAO	0	0	0	0	0	1	0	1
HARAS	1	4	1	5	4	5	1	21
HISCK	11	1	1	23	13	24	4	77
HITRU	2	3	2	2	1	5	3	18
K9	7	4	2	2	6	3	5	29
LARCE	2	10	7	14	4	6	6	49
MEDIC	2	0	1	3	2	4	1	13
MENTA	4	2	1	2	0	1	1	11
MISC	19	19	21	19	20	20	25	143
MOCKD	0	0	0	0	1	0	0	1
MOTOR	29	27	16	17	15	24	23	151
MULPU	0	0	0	0	0	1	0	1
MVACC	2	5	8	8	9	11	5	48
MVANI	1	0	2	1	2	1	0	7
MVPED	0	0	0	1	0	0	0	1
MVTAM	0	0	0	0	0	1	0	1
NARCO	1	1	1	1	2	5	5	16
NOISE	3	5	3	1	4	1	9	26

INCIDENT ANALYSIS - DAY

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Agency Kasson Police

Dates 01/01/2019

Thru 10/31/2019

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
OFPMI	0	0	0	0	3	0	0	3
OPEND	3	2	4	1	1	2	0	13
OTHCO	3	1	1	1	0	0	0	6
PAMGP	0	1	1	1	3	0	0	6
PARKV	1	8	12	15	6	7	4	53
PERMI	1	1	3	2	1	0	2	10
POSSE	0	0	0	1	0	4	1	6
PRMPU	0	2	10	10	16	7	0	45
PROBA	3	0	0	0	0	0	0	3
PROFO	3	9	4	4	4	3	6	33
PROLO	1	2	1	2	0	2	3	11
PROPD	1	0	3	0	1	3	2	10
PUBHZ	0	0	0	0	2	0	1	3
PUBLI	3	5	6	3	6	9	11	43
RESCK	1	2	2	2	2	6	2	17
RUNAW	3	2	0	0	0	0	0	5
SCHOO	0	0	0	1	3	2	0	6
SEARC	0	1	0	1	0	0	0	2
SEXAS	0	1	1	1	2	0	0	5
SEXOF	2	1	1	0	0	0	2	6
SNOCO	1	0	0	0	0	0	1	2
SNOWR	0	15	6	9	2	2	27	61
SROSC	0	4	6	6	2	5	0	23
SUIAT	1	1	1	0	1	0	0	4
SUICT	5	2	4	1	4	4	3	23
SUSPI	25	27	48	34	39	40	32	245
TEXTD	2	9	3	11	3	12	4	44
THREA	3	1	1	2	3	1	1	12
TOBAC	0	0	1	0	0	0	0	1
TOBAV	0	0	0	1	0	0	0	1
TRAC	0	1	3	0	1	1	0	6
TRAFF	149	146	166	140	141	227	303	1,272
TRAHZ	3	9	6	5	8	2	8	41
TRESO	2	0	0	1	0	1	0	4
TRESP	0	0	0	0	0	0	1	1
V53	1	2	1	0	0	0	0	4
VANDA	0	0	1	0	0	0	0	1
VEHHT	2	2	1	1	1	2	1	10
VERIO	1	1	8	4	1	4	4	23
VHARA	0	0	1	0	1	2	0	4
WARRA	2	2	4	2	2	4	5	21
WEAPO	0	0	0	0	0	1	0	1
WEATH	0	0	2	0	0	0	2	4
WELCK	5	8	17	7	14	14	8	73
XENVI	0	0	1	0	0	0	0	1
XESCO	0	4	1	0	2	4	5	16
XFRAU	2	3	4	10	4	4	4	31
XTRAP	4	3	6	1	2	4	1	21
XWAR	0	0	0	0	0	0	1	1
Kasson Police Agency Total	575	607	659	641	605	797	791	4,675

INCIDENT ANALYSIS - DAY

Date 11/21/2019
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Agency Kasson Police
 Dates 01/01/2019 Thru 10/31/2019

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Total	575	607	659	641	605	797	791	4,675