

City of Tower  
City Council  
Regular Meeting  
June 8, 2020  
Monday @ 5:30 PM  
Electronic Meeting: GotoMeeting

1. Call to Order / Roll Call
2. Accept Agenda
3. Accept minutes of the May 11, 2020 Regular Council meeting, the June 1, 2020 Special Council meeting, and revisiting the October 15, 2019 Regular minutes.
4. Public Input
5. Consent Agenda
  - 5.1 Reports
  - 5.2 Liquor License Renewal Approvals (Benchwarmers, D'Ericks, Good Old Days)
  - 5.3 Cigarette License Renewal Approvals (Bob's Standard, Zup's, Good ol' Days, Vermilion Fuel and Food, D'ericks)
  - 5.4 Economic Development, Resolution 2020-023, Land Use Compatibility with Marina Park Drive
  - 5.5 Tower-Soudan Lake Vermilion Area Events Board, Fireworks location agreement
  - 5.6 Ordinance Water Conservation, Second Reading
  - 5.7 Treasurer, Banyon Invoicing Module
  - 5.8 Fire, Training Reimbursement Grant
  - 5.9 Airport, FAA Cares Act Grant
  - 5.10 Transportation, Bridge Reports
6. Unfinished Business
  - 6.1 Ambulance, Director Hiring Recommendation
  - 6.2 Airport, Snow Removal Equipment (SRE) Bid Review and Approval
  - 6.3 Recreation, Prospectors ATV Trail Lease
  - 6.4 Finance, Audit Action Items
    - 6.4.1 Deficit Fund Balance
    - 6.4.2 Outstanding Loans
    - 6.4.3 Wastewater Meeting Pay
    - 6.4.4 Outside assistance
7. New Business
  - 7.1 TEDA, 1 Enterprise Drive, historic maintenance fund allocations for current roof repairs
  - 7.2 Budget Amendment, Resolution 2020-024
  - 7.3 Blight
  - 7.4 Appointments, Airport Zoning Administrator and Zoning Administrator, Resolution 2020-025
8. Pay the Bills
9. Adjourn

City of Tower: Regular City Council Meeting  
Mon, Jun 8, 2020 5:30 PM - 8:30 PM (CDT)

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CITY OF TOWER  
**e-Regular City Council Meeting Minutes**  
e-GoToMeeting

May 11, 2020

**1. Call to Order / Roll Call**

Mayor Orlyn Kringstad called the e-Tower City Council meeting to order at 5:30 pm.

Present: Councilor Sheldon Majerle, Councilor Rachel Beldo, Mayor Orlyn Kringstad, Councilor Mary Shedd, Councilor David Setterberg

Staff / Consultant present: City Attorney Mitch Brunfelt, interim co-Ambulance Director Dena Suihkonen, Fire Chief Paige Olson, and Clerk/Treasurer Victoria Ranua  
Public: John Bassing, Lee Peterson, Dave Rose, and 5 unidentified e-attendees.

**2. Accept Agenda**

Councilor Shedd requested a title change on item 7.1 from Ancient Cedar Trail Park Designation to Ancient Cedars Trail Request for City Support.

A motion by Beldo to accept the agenda as amended. Second by Setterberg. Motion passed unanimously by roll call vote.

**3. Accept minutes of March 16, 2020 (Special Meeting), April 13, 2020 (Regular Meeting), April 27, 2020 (Special Meeting) and revisiting the October 15, 2019 minutes.**

Mayor Kringstad identified several typographical errors in the October 15, 2019 minutes at 9.2, 9.6, and 9.8. At 9.6 the outcome of the motion was not indicated and will need to be re-reviewed before the minutes can be amended.

A motion by Setterberg to accept the minutes [of March 16, 2020, April 13, 2020, and April 27, 2020]. Second by Shedd. Motion passed unanimously by roll call vote.

**4. Public Input**

There were no e-public input individuals identified. Mayor Kringstad noted that going forward [with e-meetings] that the public should email the Clerk/Treasurer if they want to participate in public input.

## **5. Consent Agenda**

### **5.1 Reports**

### **5.2 DNR Special City Deer Hunt Approval**

A motion by Shedd to approve the consent agenda. Second by Beldo. Motion passed unanimously by roll call vote.

## **6. Unfinished Business**

### **6.1 Ambulance Director Ad-hoc Hiring Committee**

A motion by Kringstad to approve appointing Mary Shedd to coordinate an ad-hoc hiring committee for the Ambulance Director position. Second by Beldo. Motion passed unanimously by roll call vote.

### **6.2 Ambulance / Fire Hall Security**

Councilor Setterberg gave an update on securing several quotes for security system components of a entry and camera systems for the Ambulance / Fire Hall. Total cost appears to be under \$10,000. He indicated that there may be grants available. Mayor Kringstad noted that our insurance costs could be lower with a security system.

A motion by Kringstad to approve up to \$10,000 for a security system for the Ambulance / Fire Hall. Second by Beldo. Motion passed unanimously by roll call vote.

### **6.3 Prospectors Trail Easement Update**

Clerk/Treasurer Ranua gave an update that the Prospector's Trail easements may be ready soon and the group has requested to be on the next available agenda. Councilor Shedd noted that there needs to be adequate time to review the easements before it is placed on any agenda.

### **6.4 Audit Update, Special Meeting**

Clerk/Treasurer Ranua gave an update that the financial audit is nearing completion and will be presented at a special meeting in May with the date to be determined by when the City receives a copy of the draft audit.

## **7. New Business**

### **7.1 Ancient Cedars Trail ~~Park Designation~~ Request for City Support**

A motion by Beldo to pass Resolution 2020-022 related to support for the Ancient Cedars Trail usage and an trail agreement between the City of Tower and various partners (the Tower Economic Development Authority, the Wagoner Trail Club, and Friends of the Vermilion Country School). Second by Majerle. Motion passed unanimously by roll call vote.

### **7.2 Ordinance Water Conservation**

Clerk/Treasurer Ranua present the first reading of Ordinance 88 related to water conservation during critical water shortages. Such an ordinance is required under state law for the Tower Breitung Waste Water Board (TBWWB) to receive their water appropriations permit that serves the City. The TBWWB staff will also be approaching Breitung Township concerning a similar ordinance.

A motion by Shedd to support [the first reading of] Ordinance 88. Second by Setterberg. Motion passed unanimously by roll call vote.

Clerk/Treasurer Ranua will publish the ordinance in the official newspaper and place the ordinance on a future agenda for a second reading prior to adoption.

### **7.3 Airport Snow Removal Equipment (SRE) Project Approval**

A motion by Majerle to approve putting the Airport Snow Removal Equipment building up for bid. Second by Kringstad. Motion passed unanimously by roll call vote.

## **8. Pay the Bills**

A motion by Shedd to pay the bills. Second by Beldo. Motion passed unanimously by roll call vote.

## **9. Adjourn**

A motion by Majerle to adjourn at 6:41pm.

CITY OF TOWER  
**Regular City Council Meeting Minutes**  
May 11, 2020

Respectfully submitted,

Victoria Ranua  
Clerk/Treasurer

Approved by Council on:



CITY OF TOWER  
e-Special City Council Meeting Minutes  
e-GoToMeeting

June 1, 2020

**1. Call to Order**

Mayor Orlyn Kringstad called the e-Tower City Council meeting to order at 5:30 pm.

**2. Roll Call**

Present: Councilor Sheldon Majerle, Councilor Rachel Beldo, Mayor Orlyn Kringstad, Councilor Mary Shedd, Councilor David Setterberg

**3. Accept New Business**

**3.1 City of Tower Financial Statements Year Ended December 19, 2019 (aka "the Audit")**

Auditor Devin Ceglar from Walker, Giroux, and Hahne (Virginia, MN) presented the Audit. The public was asked to email comments to [clerk.treasurer@cityoftower.com](mailto:clerk.treasurer@cityoftower.com) to be address at the June 8, 2020 regular meeting. A copy of the financial statements are on file at City Hall.

**4. Adjourn**

Councilor Majerle called for adjournment at 6:50pm.

Respectfully submitted,

Victoria Ranua  
Clerk/Treasurer

Approved by Council on:



CITY OF TOWER  
Regular City Council Meeting Minutes  
Tower Civic Center

October 15, 2019

### 1. Call or Order/ Roll Call

Orlyn Kringstad called the Tower City Council meeting to order at 5:31pm.

Present (in order of seating): Mary Shedd, Steve Abrahamson, Orlyn Kringstad, Rachel Beldo, Sheldon Majerle

Staff present: Fire Chief and Ambulance Director Steve Altenburg, Clerk/Treasurer Victoria Ranua, Interim Clerk/Treasurer Ann Lamppa, Deputy Clerk Treasurer Terri Joki-Martin

Contractors present: City Engineer Matt Bolf, Grants Manager Nancy Larson

Media present: Tony Sikora (Tower News), Marshall Helmberger (Timberjay), Jodi Summit (Timberjay)

Others: Ronald Abrahamson, Amy Hinkel Ronaldo Noyes, Gary Ross, Dave Setterberg, Deb Setterberg, Robyn Majarle, Lee Peterson, Jim Bassing, Dave Rose, Joseph Pelawa and three known individuals to the Clerk.

### 2. Approval of Agenda

There were three additions to the agenda and two removals. The additions were a 6.1. SEH application for payment, 9.8 Reorganization, and 10.8 Contract for Attorney on criminal matters. Removals were 10.2 Purchasing Policy and 10.4 New Hire – B. Garrison EMT.

Abrahamson made a motion to accept the amended agenda. Motion seconded by Shedd. Motion passed unanimously.

### 3. Approval of minutes of September 9, 2019, September 23, 2019 and September 30, 2019.

Motion by Beldo to accept the minutes of the September 9, 2019 regular City Council meeting as presented. Seconded by Abrahamson. Motion passed unanimously.

Motion by Kringstad to accept the minutes of September 23, 2019 regular City Council meeting as presented. Seconded by Mary Shedd. Motion passed unanimously.

Motion by Abrahamson to accept the minutes of the September 30, 2019 special City Council meeting as presented. Seconded by Mary Shedd. Motion passed unanimously.

### 4. Public Input

TEDA member Marshall Helmberger addressed allegations from citizen/Fire Chief/Ambulance Director Steve Altenburg concerning the City of Tower loan to Tower Harbor

Shores. He presented a written copy of his public address to the Council. Copy on file in Clerk's Office.

**5. Correspondences**

None received.

**6. SEH Engineering Report**

SEH Engineer Matt Bolf addressed a report on various projects. His written report was included in the Council Packet.

**6.1 Application for Payment on TEDA Manufacturing Building (Lamppa Manufacturing)**

A motion by Shedd to accept the sink change order. Second by Beldo. Motion passed unanimously.

A motion by Shedd to pay Lenci for \$15,366.45. Second by Abrahamson. Motion passed unanimously.

A motion by Abrahamson to pay Lenci for \$18,875.00. Second by Shedd. Motion passed unanimously.

**7. Grant Management Reports.** No action.

**8. Review Department / Commission Reports.**

The Council received all the reports. Council will review at October 28 Council meeting.

**9. Unfinished Business**

**9.1 Joint Powers Board for the Vermilion Trail representative alternate**

A motion by Shedd to have Nanci Salminen appointed the alternate for the Vermilion Trail representative. Seconded by Beldo. The motion carried.

**9.2 Hoodoo Point Campground – 10-year lease limit**

A motion by Shedd to have approve a ten-year lease limit on all new year-round campsite lessee's, with existing lessee's grandfathered in. Seconded by Beldo. Motion carried with Kringstad, Shedd, and Beldo voting in the affirmative, and Majerle and Abrahamson voting nay.

**9.3 American Tower lease**

A motion by Majerle to approve lump sum payment from American Tower. Seconded by Shedd. Motion failed with Kringstad, Shedd, Abrahamson, and Beldo voting nay and Majerle voting in the affirmative.

Beldo made a motion to table the topic and have the existing lease brought before the Council and seek outside help in reviewing the terms of American Tower's offer. Seconded by Majerle. Motion passed unanimously.

A motion by Steve Abrahamson to have the existing lease brought before the Council and seek outside help in reviewing the terms of American Tower's offer. Seconded by Shedd. Motion passed unanimously.

#### **9.4 Storage Units – Fire Department**

A motion by Beldo to retain the existing storage units, explore options for rebuilding the fire damaged garage, and request the Fireman Relief Association assist in paying for the storage units. Seconded by Steve Abrahamson. Motion passed unanimously.

#### **9.5 TEDA Lamppa Building - concrete bids**

A motion by Shedd to accept Broten Construction bid for the concrete work on the second-half of the TEDA manufacturing building for lessee Lamppa Manufacturing. Seconded by Beldo. Motion passed unanimously.

#### **9.6 Conditional Use Permit - Dave Rose request**

Kringstad made a motion to bring this made to the City Council for approval. Motion seconded by Majerle.

#### **9.7 Budget FY2020**

Ann Lamppa provided an overview of changes to the budget. No action taken.

#### **9.8 Reorganization**

Motion by Majerle to replace Victoria Ranua with Ann Lamppa within the City's reorganization chart. Seconded by Beldo. Motion carried unanimously.

#### **10. New Business**

##### **10.1 Office Hours**

A motion by Beldo to approve office hours of 8:00 AM to 4:30PM. Seconded by Shedd. The motion carried.

##### **10.3 Authorities, Boards, Commissions, Committees - Secretaries**

Motion by Shedd to prepare a job description for commission secretaries for the Council to review. Seconded by Beldo. Motion carried.

##### **10.5 Training - December Fire Training**

A motion by Beldo to approve use of the Civic Center for Fire Training. Seconded by Shedd. The motion carried.

**10.6 Contract - Fireworks**

A motion by Beldo to enter into a Fireworks Contract with Premier Pyrotechnics. Seconded by Abrahamson. The motion carried unanimously.

**10.7 Contract - Auditor**

A motion by Kringstad to accept the contract as presented. Seconded by Majerle. The motion carried unanimously.

**10.8 Contract - Attorney Criminal Matter**

A motion by Beldo to table the issue. Seconded by Abrahamson. The motion carried unanimously.

**11. Pay the Bills**

A motion was made by Abrahamson to pay the bill. Seconded by Beldo. The motion carried unanimously.

**12. Adjourn**

Motion to adjourn by Steve Abrahamson.

Respectfully submitted,



Victoria Ranua  
Clerk/Treasurer

Approved by Council on:

11/25/19

## AIRPORT MANAGER REPORT TO THE CITY COUNCIL

May 2020

The first week in May the Airport Commission met to review the specifications for the new storage building.

Also, the ice went out the first week of May so the City maintenance crew floated the seaplane docks back from their winter storage site on the river and installed them. The fuel pumps were checked as well so the seaplane base is fully operational for the summer.

Adventure Seaplanes are back and open for business for seaplane instruction and scenic flights. There is a student here from Alaska already.

At the end of May Rick's Tree Service started on the brushing needed to complete the items listed in the 5010 FAA/State of MN Inspection. This will be completed in June.

**COMMITTEE/COMMISSION/DEPARTMENT/AUTHORITY/BOARD: Tower Ambulance**

**Date Report Received:**                      **Date Amended (if applicable):**                      **Date Approved by Council:**

**Submitted by:** Director Altenburg    **Contact info:** ambulance@cityoftower.com

**DATE OF MOST RECENT MEETING/CONFERENCE CALL:** 05-18-2020

**Chair and Members Present:** Suihkonen D; Battin , Dowden D; Dowden, T; Heglin; Schmidt S; Schmidt J; Tuchel; Burgess; Martin; Strong, Suihkonen O; Freshour; Jacobson; Nelson; Carlson; Dicassmirro; Northrup; Peterson

**Members Absent:** Gianlorenzi, Gilbert, Hannan, Boettcher

**Others Present:** Hinkle Tower Fire Chief; Politano Greenwood First Responder; Jon Olson, Instructor Advanced MN

**DATE OF NEXT MEETING** 06-15-2020

**COMMITTEE ACTIVITY (HIGHLIGHTS)** We spoke on the importance of following all PPE safety rules during the Covid-19 Pandemic, Advised the run numbers for April and so far in May, We were given a Tower-Power cake from a fellow Morse Township 1<sup>st</sup> Responder(Kathie Hill) made by Susan Laine of LovEly cakes thanking us for our hard work and dedication during this trying time. We then went on to training. Jon Olson with Advanced MN started out with giving us all a refresher on ARMER (Allied Radio Mixer for Emergency Responders) radio use, as well as the need to follow HIPAA (Health Insurance Portability and Accountability Act) guidelines especially with todays ease of posting too much information on social media sites.

On Sunday May 24<sup>th</sup> the interim ambulance director was advised of a positive Covid test of a member of our service. Due to the diagnosis I contacted the Clerk/Treasurer as well as our Medical Director. With advise from our medical director we then contacted SERVICE MASTER to come in and do a professional cleaning of both Ambulances and our offices and the Civic Center. During this time we suspended service and sent the members who were doing paid on call home with a first responder kit and advised them to contact St. Louis County Dispatch to page the mutual aid service closest to call. There were no calls during this time so no calls were missed.

**ITEM 1:**

**RECOMMENDATION TO COUNCIL WITH RATIONALE (including Dissenting Opinions)**

**ACTION ITEM:** Update on our new ambulance. The new ambulance is in production. The sliding door has been taken off/ standard door is now being put on so the rig could begin production. It is looking as if the new ambulance will reach us in early fall.



EMT	
Altenburg, S	40
Battin, J	0
Dowden, D	54
Dowden, T	38
Gilbert, H	22
Hannan, M	0
Heglin, A	3
Jacobson, K	0
Nelson, P	5
Schmidt, J	32
Schmidt, S	19
Suihkonen, D	42
Tuchel, M	17
Villebrun, J	2
.	0

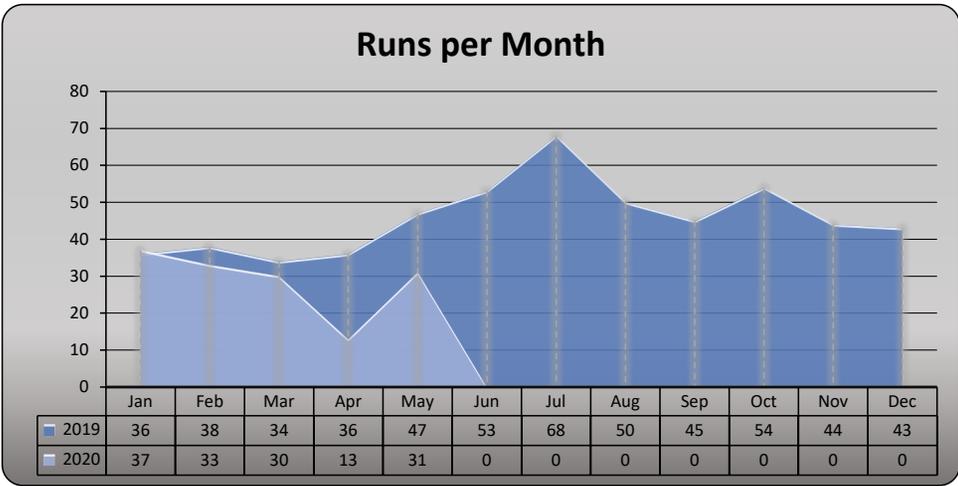
Origin	
Tower	28
Breitung	16
Greenwood	13
Fortune Bay	15
B.F. Reservation	27
Embarrass	4
Eagles Nest	4
Kugler	1
Vermilion Lk	10
Other	1
Ely Hos.	10
ESS Virginia	4
Cook Hos.	2
Hibbing Hos.	1
ESS N. Pines	0
Local Clinics	8
<b>Grand Total</b>	<b>144</b>

Asst. Agencies	
Breitung PD	14
Tower/Breitung	10
Fortune Bay	16
Eagles Nest	4
Ely	1
Embarrass	4
Greenwood	53
Pike/Sandy	1
Nett Lake/BIA	7
Sheriff Dept	16
State Patrol	4
Vermilion Lake	6
Virginia	12
Air Medical	4
Other	4

Destination	
Ely Hospital	7
Ess Virginia	49
Cook Hospital	16
N. Pines Aurora	0
UMCM Hibbing	0
Ess Duluth	13
Millier Dwan	1
St Lukes	4
Metro	0
Intercept	2
Air Medical	2
Other	2
No Transport	47
Tower	1
<b>Grand Total</b>	<b>144</b>

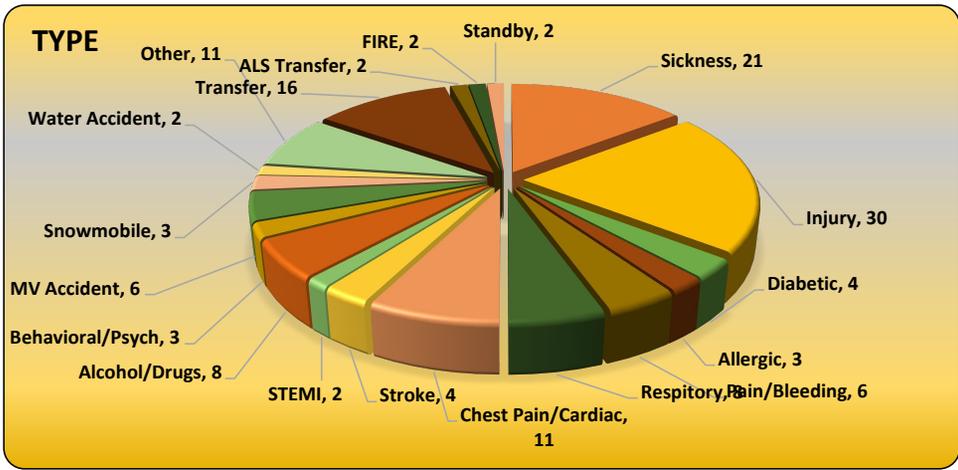
## Tower Ambulance Monthly Run Report

**144 Total runs in 2020**



Emr Staff	
Burgess, S	5
Dicasmirro, R	11
Freshour, S	64
Larsen, M	5
Martin-Joki, T	7
Matic, B	0
Northrup, M	0
Nylund, D	1
Peterson, S	5
Strong, Kristal	29
Suihkonen, O	9
.	0

Time of Day	
12 AM - 1 AM	5
1 AM - 2 AM	4
2 AM - 3 AM	3
3 AM - 4 AM	1
4 AM - 5 AM	1
5 AM - 6 AM	1
6 AM - 7 AM	4
7 AM - 8 AM	5
8 AM - 9 AM	10
9 AM - 10 AM	9
10 AM - 11 AM	9
11 AM - 12 PM	7
12 PM - 1 PM	5
1 PM - 2 PM	8
2 PM - 3 PM	8
3 PM - 4 PM	12
4 PM - 5 PM	9
5 PM - 6 PM	8
6 PM - 7 PM	6
7 PM - 8 PM	6
8 PM - 9 PM	5
9 PM - 10 PM	5
10 PM - 11 PM	9
11 PM - 12 AM	3



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**MEETING DATE:** June 8<sup>th</sup>, 2020

**AGENDA ITEM:**

**PREPARED BY:** Paige Olson, Fire Chief

**AGENDA ITEM:** Reports: Fire Department

**DISCUSSION:**

Training: We had the first portion of the Fire 1 skills on May 29<sup>th</sup>, 30<sup>th</sup>, 31<sup>st</sup>. It was good training, and everyone excelled in it! We learned a lot of stuff, we learned Search and rescue, roof ventilation, forcible entry, fire attacks, hose rolls, streams with different nozzles. I also got incident command training They made little scenarios for me and helped me work through them. We had an awesome article on the northland firewire Facebook page.

Our training this month is the quarterly SCBA's to make sure they are functioning properly.

Equipment: We will be looking into getting a few more rolls of hose and a hose dryer as we need this dryer, so our hose does not mold from being wet. The hose rolls we need are for the 2 attack lines on the truck, when those get wet, we can put the other hose on the truck so that the other hose gets time to dry.

Looking to get Aluminum Accountability tags for the new recruits.

Looking at getting the cascade system hooked up so we do not have to travel to get our SCBA's filled up, then we can eliminate a storage unit.

Air Eject on Tower's main engine was broke, we got the new part and will be hooking it up.

Aerial: Still looking into why we have this truck. Do we need to have it? If so, what for?





**City of Tower Grants Management Report  
MAY Activity  
June 8, 2020 Council Meeting**

**LCCMR Grants – Harbor Trail (Phase 1) and Trailhead and Habitat (Phase 2)**

The City's M.L. 2016 grant (Phase 1) and M.L. 2017 grant amendment requests were approved by the LCCMR commission on January 16, 2020. Full reimbursement made to M.L. 2016 grant and that grant is closed.

- ***All work on M.L. 17 grant project (Phase 2) is on hold until legislation is approved on the LCCMR amendment to this project phase. A mid-June special legislative session may be held.***
- ***An update on LCCMR legislative extension and technical changes was submitted to LCCMR in May.***

**Airport Grants**

- **2018 Grant – Guidance Sign and Windcone**
  - **Waiting for the project closeout report from SEH**
- **2019 Grant – Crack Seal Project and SRE Building Design – \$98,353.50**
  - **The sealing project is complete and the SRE building design work continues**
  - **Waiting for final paperwork from SEH to complete a reimbursement request.**
- **2020 Grant - SRE Building Construction**
  - **Grant and contract documents were received by the City**
  - **100% of project costs covered by this CARES Act funding**

**Grants Submitted or Awarded**

- **No activity or awards in May**

**Grant Program Applications**

**St. Louis County Community Development Grant Program (CDBG)**

- **The CDBG staff will contact the City when HUD gives final approval to the survey process.**
  - ***CDBG staff confirmed the County's request to HUD to review the survey form and the process is now on hold pending Minneapolis HUD release of CDBG 2020 award letters to all Minnesota grantees.***
  - ***Still awaiting survey information – No update received***

**IRRR Community Infrastructure Program**

- **A \$250,000 request submitted in November by Breitung Township on behalf of the TBWWB for the water treatment plant upgrade will be considered by IRRR later this spring when the City is notified of the bonding request. A second \$250,000 request will be submitted as advised by IRRR staff for the water treatment plant and water main improvements project.**
  - ***Breitung Township was the applicant and will receive updates from IRRR staff – no update from IRRR in May as award is pending the results of the bonding program.***
  - ***Bonding bill will be addressed in mid-June special legislative session.***

### **IRRR Residential Redevelopment Program (Demolition Program)**

The City is the eligible applicant for residential demolition grants that cover 75% of eligible costs through this IRRR Program. Funding requests to IRRR can be made throughout the year if funding is still available. The City has created program guidelines and advertised this to City of Tower residents.

- **No requests received by residents**

### **Grant Reimbursement Update**

#### **DIRRR Lamppa Manufacturing Building Loan**

- Concrete floor work on the Lamppa building under the \$1.85 million TEDA loan has been completed.
  - Victoria will first approve invoices and documentation and work with TEDA for payment processing.
    - ***TEDA has taken over administrative responsibility for this loan***



# BREITUNG POLICE DEPARTMENT

SERVING BREITUNG TOWNSHIP, THE TOWN OF SOUDAN, AND THE CITY OF TOWER

PHONE: (218) 753-6660

FAX: (218) 753-2407

41 1<sup>ST</sup> AVE • P.O. BOX 6

SOUDAN MN 55782

DAN NYLUND

CHIEF OF POLICE

May 2020

CALLS: 308

CITATIONS/FORMAL CHARGES: 8

MONTHLY MILEAGE: 2439 (TAHOE: 1667 EXPLORER: 772)

**SQUADS:** Current end of the month mileage for the Gold 2012 Chevy Tahoe (Tower) is **96,406**. Current end of the month mileage for the 2017 Ford Explorer is **28,225**.

**ADDITIONAL SHIFTS:** During the month of May the Breitung Police Department worked 0 extra TZD shifts.

**TRAINING:** Firearms Training- Dan, Jason, Jim, Keith, and Cody  
Firearms instructor recertification- Dan

**MISC:** Please continue to check with the CDC for Covid 19 updates. Also please see the attached letter we received this month.

## CALL SUMMARY

### CITATIONS/FORMAL CHARGES/ARRESTS:

- 3 Harassment- Referred to county attorney
- 1 Expired registration - Citation
- 1 No DL in possession - Citation
- 3 Speed - Citation



[facebook.com/breitungpolicedept](https://facebook.com/breitungpolicedept)



[@breitungpolice](https://twitter.com/breitungpolice)

This Bringing the Love ♥ cake has been dedicated and donated to the Breitung Police Dept by Jessica Joan and me, Susan Lane ♥

We'd like to thank you for your service during these uncertain times in our community ♥

We'd like to thank you for putting the needs of the public ahead of your own ♥

We'd like to thank you for your dedication, love and support of all the counties, towns, cities and communities that you serve ♥

Thank you for the many programs that you are apart of - for keeping us safe and providing peace of mind when theres so many questions ♥

Thank you for not giving Jessica Joan a ticket for not having 2 license plates - showing kindness and love - She's on a mission ♥

Breitung Police Dept - Bringing the Love ♥

## TOWER ECONOMIC DEVELOPMENT AUTHORITY

Director's Report Final

Thursday, June 4, 2020 (To be held at Tower Civic Center)

TEDA has made considerable progress on a number of fronts in the past month, which I am highlighting in this report.

### **Lamppa Manufacturing**

The work on the south half of the building is essentially complete and we have received the final invoice from Lamppa Manufacturing for the work. I did another inspection this week and the work looks to be consistent with specifications. The invoice that we have for approval includes \$5,800 to Vermilion Painting and \$1,770 for lift rental, which were not a part of the original quote. On the other hand, the lift rental was necessary for the work and the painting of the ceiling in the south half is definitely an improvement. Further, even with the cost of the painting and the lift, Lamppas did not exceed their quoted price for the work. At this point, however, the work is not quite complete so I would recommend against full payment on this invoice. Leaving some retainage encourages contractors to finish the job.

**Recommendation: Approve a motion authorizing the additional work completed by Lamppas and approving payment for same, with ten percent retainage until final completion. This would require approval of a total payment of \$33,225.89.**

As of May 15, the city had submitted a total of \$1.744 million in draw requests on this project, leaving a remainder of \$105,898, which is more than enough to cover this invoice. That should leave us about \$69,000 after full payment, which should easily cover any other final wrap-up costs associated with this project.

We do have one final project-related issue, which is landscaping of the site. City maintenance staff have indicated they do not wish to mow the surrounding grounds because of the presence of rocks and uneven ground. I have reviewed the bid specs on the project and did not find any reference to landscaping of the site, which may have been an oversight. I have looked at the situation there with the clerk-treasurer and we both agreed that some additional work will need to be done to smooth out the ground located between the Lamppa parking lot and Hwy. 135. I would propose that we seek a couple quotes from local contractors to do that work and spread some loam once things are leveled so it can be seeded with grass. Given that this is work that should have been part of the original specifications, I would assume that we can pay for this out of the remaining loan proceeds. **Recommendation: Approve a motion authorizing the director to proceed in seeking local quotes for the work.**

On another matter, I had conversations with a majority of the board, who concurred that it was beneficial to grant the rent forgiveness requested by Lamppas. I informed Lamppas that we would accept their proposal for rent forgiveness for April and the delay of the rent increase until September 2020. **Recommendation: Approve a motion to formalize that decision.**

### **Tower Harbor Shores**

I had a phone conversation with Jeremy Schoenfelder during which he indicated that he would like to see TEDA take possession of the Tower Harbor Shores project. He indicated that he

would be willing to continue to provide development services for a fee. Essentially his proposal would bring this project full circle. The original RFQ issued by the city in late 2015 indicated the city in the position of lead developer. The RFQ sought development assistance on a fee-for-service basis.

Based on my conversation with Mr. Schoenfelder and a subsequent conversation with Steve Peterson, I reached out to the Arrowhead Regional Development Commission to see if they would be able to assist in planning for such a project. I spoke initially with director Andy Hubley, who referred me to senior planner Josh Bergstad, who indicated he was working to finalize a grant proposal for recovery funding designed to assist in project planning. He said he thought our project would fit well with his grant proposal and that we should remain in contact.

**Recommendation: Approve a motion authorizing the director to pursue planning services from ARDC for a new harbor project concept.**

### **Marina Drive property**

The St. Louis County Board approved the sale of the Marina Drive property to TEDA on June 2. As a condition of the sale, the county is requesting a resolution from the city that indicates support for the county public works garage remaining in its current location for as long as the county deems it appropriate. County public works is concerned that future development in the area could prompt public opposition to their presence there.

**Recommendation: Approve a motion recommending that the city council approve such a resolution, which will be drafted by the TEDA director.**

No new information regarding signage for Your Boat Club.

### **TEDA Commercial Loan Update**

Miranda is continuing to work with the Sulu's owners to develop a plan to assist their business and make it possible for them to repay their loan and other obligations. Based on the audit report, the owners owe TEDA \$15,957.36, plus accrued interest. I will work with Miranda to try to determine an exact number for retiring this debt.

### **510 South Second St. acquisition**

We are still waiting for the results of an asbestos inspection at the residence, which was the first step towards demolition. Once the report is in hand, it will be included with the bid solicitation for contractors. The bid solicitation is completed and ready to go out to three area contractors once the asbestos report is completed. These steps have already been authorized.

Currently, the demolition is slated to include only the house on the property. A two-car garage on the property is in significantly better shape and remains an asset for the property. The garage also contains a variety of tools, building materials, and equipment like lawnmowers. I would suggest that TEDA solicit bids for the garage's contents so we can clear it out.

**Recommendation: Authorize director to advertise for bids for the sale of the garage contents. Advertisement will include a time when prospective bidders can come and inspect the contents.**

### **TEDA Website**

The city has selected a website developer and the director has been part of two meetings to date to discuss how to proceed. The director has developed most of the content already for TEDA's portion of the website. This work will be ongoing.

### **Ancient Cedar Forest Trail**

Our trail partnership received a grant for \$4,917 from the North St. Louis County Trail Task Force, which is in addition to the \$2,000 we previously received from Operation Round-Up. This now provides us with full funding for the project. This is a partnership with the Wagoner Trails Club, Friends of Vermilion Country School, and the Vermilion Country School and TEDA will not be responsible for the purchase of materials or the allocation of funds, which will be handled either by the Friends of VCS group. Anyone who would like to volunteer for the boardwalk construction would be welcome. Construction is likely to start as early as this weekend.

### **Charter School repairs**

Contractors have now been at the school and I received a quote for the insulation replacement. Once we have the quote for the other related work, we will submit to the insurance company for the go-ahead.

### **Charter School renovation**

Nothing new to report. We have not met on this topic.

### **DNR easement request**

I forwarded a copy of the resolution we approved last month to the DNR official handling this matter. Receipt was acknowledged and this likely ends TEDA's involvement with this matter.

### **TEDA 2020 initiatives**

**Housing-** Have discussed with Steve Peterson the possibility of making a proposal to IRRR to create a residential rehabilitation program to move our housing initiative forward. The funds could help TEDA cover any potential gaps between the cost of renovations or new home construction and the eventual sale price for such properties.

**Recommendation: Authorize the director to prepare a proposal to present to the IRRR.**

As part of TEDA's effort to restore housing, both the TEDA president and I believe it is important to address the issue of blight in Tower. Because of lack of enforcement of blight over the years, there is less incentive for property owners to maintain their properties. In a number of cases, residential properties have become little more than sites for the storage of large numbers of boats, inoperable vehicles, equipment, building materials, logs, and a wide assortment of junk. By applying pressure through the blight ordinance, the city will create an incentive for property owners to improve their properties or sell them to owners who will do so.

**Recommendation: Approve a motion authorizing the director to provide a memo on the blight issue for the city council to consider for possible action. A copy of the draft memo is included in your packet.**

### **Enhancing community spaces**

Nothing new to report.

**Marketing**

We need more discussion on this initiative to clarify the board's thinking in this area.



**CITY COUNCIL AGENDA ITEM REPORT**

**MEETING DATE:** January 13, 2020

**AGENDA ITEM:** 5.2

**PREPARED BY:** Victoria Ranua, Clerk/Treasurer and Terri Joki-Martin, Deputy Clerk

**AGENDA ITEM:** Liquor License Renewal

**DISCUSSION:**

Introduction: The Purpose of this agenda item is to make appointments.

History: The sale of intoxicating beverages are guided by State Statute 340A.404 and City Ordinance 39.

Current Circumstances: The Deputy Clerk is aware of three establishments seeking liquor license renewal and the associated types of licenses requested.

Good Ol' Days		D'ericks		Benchwarmers	
On Sale	\$2,750	On Sale	\$2,750	On Sale	\$2,750
Sunday On Sale	\$200	Off Sale	\$100	Off Sale	\$100
		Sunday On Sale	\$200	Sunday On Sale	\$200
		Sunday Off Sale	\$25	Sunday Off Sale	\$25
	<b>\$2,950</b>		<b>\$3,075</b>		<b>\$3,075</b>

License Period: July 1, 2020 – June 30, 2021

**ISSUES:** Establishments are seeking a proration of the licensing fee due to closures due to COVID-19. However, this renewal period is for after the closure period. So, it makes more sense to refund the existing license fee, and not prorate the upcoming fee.

Surety bond: Each entity must provide a surety bond to the City.

**FINANCIAL IMPACT:**

**ALTERNATIVES:**

**RECOMMENDED MOTION:**

1. Approve the renewal of the liquor license for Good Ol' Days, D'Ericks, and Benchwarmers for July 1, 2020 – June 30, 2021.
2. Approve refunding a prorated document portion of period affected by COVID-19 restrictions on existing and/or existing license.



## CITY COUNCIL AGENDA ITEM REPORT

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**MEETING DATE:** January 13, 2020

**AGENDA ITEM:** 5.3

**PREPARED BY:** Victoria Ranua, Clerk/Treasurer and Terri Joki-Martin, Deputy Clerk

**AGENDA ITEM:** Cigarette License Renewal

**DISCUSSION:**

**History:** The sale of intoxicating beverages are guided by State Statute 461.12 and City Ordinance 41.

**Current Circumstances:** The Deputy Clerk is aware of five establishments seeking cigarette license renewal: Bob's Standard, Zup's, Good Ol' Days, Vermilion Fuel & Food, and D'Ericks.

License Period: July 1, 2020 – June 30, 2021

**RECOMMENDED MOTION:**

1. Approve the renewal of the cigarette licenses for Bob's Standard, Zup's, Good Ol' Days, Vermilion Fuel & Food, and D'Ericks.

**RESOLUTION 2020-023**

**SUPPORT FOR THE CONTINUED OPERATION OF THE COUNTY PUBLIC WORKS FACILITY  
ON MARINA DRIVE IN TOWER, MINNESOTA**

Motion by: \_\_\_\_\_ Second By: \_\_\_\_\_

- WHEREAS,** the Tower Economic Development Authority (TEDA) has requested the purchase of a five-acre parcel of land on Marina Drive owned by Saint Louis County within the City of Tower; and
- WHEREAS,** the Saint Louis County Board, on June 2, 2020, adopted Resolution 20-293 approving the sale of said land to the TEDA; and
- WHEREAS,** the 2015 City of Tower-Breitung Township Joint Comprehensive Plan calls for maintaining and updating adequate public utilities, facilities, services, and infrastructure that meets the needs of the community’s residents and visitors.
- WHEREAS,** the 2015 City of Tower-Breitung Township Joint Comprehensive Plan calls for improving local business retention and expansion, diversifying the economy through recruitment of businesses to strengthen the community’s economic portfolio, and actively promote land within the community that pose economic opportunities.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF TOWER,  
MINNESOTA** as follows:

1. That the City supports the continued operation of the St. Louis County Public Works Facility at this location until such facility is relocated or no longer needed by St. Louis County for road maintenance purposes as it serves a critical need and is not incompatible with the communities’ economic development goals.
2. The sale of the property will not impede the current or future legal or operational access to the County Public Works Facility.
3. The sale does not make the remainder of the parcel on which the County Public Works Facility sits incompatible to local zoning.
4. The proposed parcel to be purchased by TEDA will act as a buffer to County operations and that operations of the facility will not be considered a nuisance and are permitted by City ordinances.

Passed and adopted by Tower City Council this 8<sup>th</sup> day of June, 2020.

<b>VOTE</b>	<b>Kringstad</b>	<b>Beldo</b>	<b>Majerle</b>	<b>Shedd</b>	<b>Setterberg</b>
Aye	<input type="checkbox"/>				
Nay	<input type="checkbox"/>				
Abstain	<input type="checkbox"/>				
Absent	<input type="checkbox"/>				

---

Orlyn Kringstad  
Mayor

Attested by:

---

Victoria Ranua  
City Clerk/Treasurer



## CITY COUNCIL AGENDA ITEM REPORT

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**MEETING DATE:** June 5, 2020

**AGENDA ITEM:** 5.5

**PREPARED BY:** Victoria Ranua, Clerk/Treasurer

**AGENDA ITEM:** Fireworks Site Location Approval

**DISCUSSION:**

Tower-Soudan Lake Vermilion Area Events Board has requested permission from the City for the use of the fireworks shoot site on the evening of July 4, 2020. They have entered into a contract with Pyrotechnic Display to conduct the fireworks this year. They will arrive on site the afternoon of the 4th and will leave after the show has concluded. They will have the liability insurance naming the Events Board and the City of Tower as insured. Attached is an example of their certificate. Also attached is the shoot site for reference.

**FINANCIAL IMPACT:** None.

**RECOMMENDED MOTION:**

1. Approve the Tower-Soudan Lake Vermilion Area Events Board the use of the City of Tower Fireworks Shoot site on July 4, 2020 being named on liability insurance.

# ORDINANCE NO. 88

## CITY OF TOWER, MINNESOTA

### AN ORDINANCE REGULATING NONESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY AS AUTHORIZED BY MINN. STAT. § 103G.291, SUBD. 1 AND 2.

*Under Minnesota Statute section [103G.291](#), cities are required to adopt and enforce water conservation restrictions when the governor declares a critical water deficiency.*

**The City Council of Tower, Saint Louis County, Minnesota ordains:**

#### **SECTION 1. PURPOSE.**

This ordinance establishes water conservation restrictions; and the plan will be in effect at any time the governor declares by executive order a critical water deficiency, pursuant to Minnesota Statutes section 103G.291.

#### **SECTION 2. DEFINITIONS.**

**2.1 Clerk** in statutory cities means the person assigned duties pursuant to Minn. Stat. § 412.151; or the city manager pursuant to Minn. Stat. § 412.601 – 412.751 or in charter cities as determined by city charter.

**2.2 Department** means the city water department.

**2.3 Emergency** means the declaration of a critical water deficiency by the governor.

**2.4 Irrigation** means the watering of shrubs, trees, sod, seeded areas, gardens, lawns, or any other outdoor vegetation, except outdoor vegetation utilized for agricultural purposes.

**2.5 Notification to public** means notification through local media, including interviews and issuance of news releases.

**2.6 Public water supplier** means the city or other entity that owns, manages, or operates a public water supply, as defined in Minn. Stat. § 144.382, subdivision 4.

**2.7 Reclaimed water** means water collected from rooftops, paved surfaces, or other collection devices and all water utilized more than once before re-entering the natural water cycle.

**2.8 Water recirculation system** means any system which enables a user to reuse water at least once prior to returning the water to the natural water cycle.

#### **SECTION 3. APPLICATION.**

**3.1** This ordinance applies to all customers of public water suppliers who own or control water use on any premises.

**3.2** No person shall make, cause, use, or permit the use of water received from a public water supply for residential, commercial, industrial, governmental, or any other purpose in any manner contrary to any provision in this ordinance.

**3.3** Mandatory emergency conservation measures shall be implemented based upon the declaration of a critical water emergency by the governor.

**SECTION 4. DECLARATION OF CRITICAL WATER DEFICIENCY.**

Upon the declaration of a critical water deficiency by the governor, the public water supplier shall immediately post notice of the emergency declaration at the usual meeting place of the city council, or the official city bulletin board. The city shall provide notification to the public as quickly as possible or through established water supply plans emergency response plans or procedures.

**SECTION 5. MANDATORY EMERGENCY WATER CONSERVATION MEASURES.**

Upon declaration of a water emergency and notification to the public, the following mandatory restrictions upon nonessential water use shall be enforced:

- (1) Outdoor irrigation of yards, gardens, golf courses, parklands, and other non-agricultural land, except for those areas irrigated with reclaimed water, is prohibited.
- (2) Washing or spraying of sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas with water from any pressurized source, including garden hoses, except to alleviate immediate health or safety hazards, is prohibited.
- (3) The outdoor use of any water-based play apparatus connected to a pressurized source is prohibited.
- (3) Restaurants and other food service establishments are prohibited from serving water to their customers, unless water is specifically requested by the customer.
- (5) Operation of outdoor misting systems used to cool public areas is prohibited.
- (6) The filling of swimming pools, fountains, spas, or other exterior water features is prohibited.
- (7) The washing of automobiles, trucks, trailers, and other types of mobile equipment is prohibited, except at facilities equipped with wash water recirculation systems, and for vehicles requiring frequent washing to protect public health, safety, and welfare.

**SECTION 6. VARIANCES.**

The City Clerk or their designee, is authorized to grant variances to this ordinance where strict application of its provisions would result in serious hardship to a customer. A variance may be granted only for reasons involving health or safety. An applicant may appeal the denial of a variance within five (5) days of the decision by submitting a written appeal to the City Clerk.

The City Council shall hear the appeal at the next City Council meeting. The decision of the City Council is final.

**SECTION 7. VIOLATION.**

7.1 Violations shall be determined and cited by the City Clerk or his/her designee. A violator may appeal the citation within five (5) days of its issuance by submitting a written appeal to the City. The City Council shall hear the appeal at the next City Council meeting. The decision of the City Council is final. Violators may be granted an administrative waiver if evidence is provided that equipment failure was the cause of the violation. A letter from a qualified vendor or equipment invoice will be required to show proof of equipment failure.

7.2 Upon discovery of a first violation, the violator shall be issued, either personally or by mail, a warning letter that sets forth the violation and which shall describe the remedy and fines for future violations.

7.3 Upon subsequent violations at the same location, the violator shall be issued, either personally or by mail, a citation that sets forth the violation and shall describe the remedy. Fines shall be added to the monthly water bill of the owner or current occupant of the premises where the violation occurred. The imposition of the fine shall in no way limit the right of the City to pursue other legal remedies.

**SECTION 8. ENFORCEMENT.**

The City Clerk or his/her designee is authorized to designate city employees or law enforcement personnel to enforce the provisions of this ordinance.

**SECTION 9. SEVERABILITY.**

If any provision of this ordinance or the application of any provision to a particular situation is held to be invalid by a court of competent jurisdiction, the remaining portions of the ordinance and the application of the ordinance to any other situation shall not be invalidated.

**SECTION 10. EFFECTIVE DATE.**

This ordinance becomes effective from and after its passage and publication effective. Published in the Timberjay newspaper (Tower, MN) on the \_\_\_\_ of Month, Year.

Passed by the City Council of Tower, Saint Louis County, Minnesota this \_\_\_\_\_ day of Month, Year.

\_\_\_\_\_

Attested:

\_\_\_\_\_  
City Clerk



**PROPOSAL**

Date: 06/03/20  
Expires: 12/31/20



For: CITY OF TOWER  
VICTORIA

TOWER MN 55790

Phone: 218-753-4070  
Fax: 218-753-3020  
Email: cityoftower@citlink.net

Banyon Contact	Title	Email/Phone	Comment	Invoice #
Chris Olson	Sales Manager	Chriso@banyon.com		

Description	Amount
Billing/Invoicing Module	\$1,595.00
Billing Invoice Annual Support	\$295.00

Sub-total	\$1,890.00
Tax	\$0.00
Total	\$1,890.00

\*If having on-site training, please include travel expenses if your site is over 400 miles round trip from home office training center.

Banyon Data Systems, Inc. hereby proposes to provide the above stated product and service in accordance with the above specifications. All Product and service are guaranteed as specified. No returns will be accepted after 90 days from signed proposal date. If returned before 90 days then a restocking fee of 20% will be charged on software only. Training will not be refunded if already completed and annual support will be prorated from date on proposal.

I accept this proposal from Banyon Data Systems: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Banyon Authorized Signature: Chris Olson



## CITY COUNCIL AGENDA ITEM REPORT

**MEETING DATE:** June 8, 2020

**AGENDA ITEM:** 5.7

**PREPARED BY:** Victoria Ranua, Clerk/Treasurer

**AGENDA ITEM:** Consideration of Invoicing Module for Banyon Data Systems

**GOAL AREA & OBJECTIVE:** Improved tracking of loans and leases

**DISCUSSION:**

**Introduction:** The invoicing module add-on to Banyon Data System would better allow the City to track loans and leases and associated fees/rate for delinquent accounts, and directly integrate it with Banyon Data System.

**History:** The City of Tower historically has created loans to households and businesses for various purposes including sewer repairs and commercial rehabilitation. Tracking of these loans have been non-existent or hand-written on the back of the loan document itself. Several of these loans are delinquent, and this can be in part due to the poor tracking system.

We also have several types of leases we manage: cabin leases, hunting shack leases, campground seasonal leases, airport hangar leases, and lease of City and TEDA buildings. These have been tracked via a separate spreadsheet or not at all, and there have been missed payments. The invoicing module could be manage tracking of payments.

Module is \$1,595 and good as long as we continue to use Banyon. We have used Banyon since 2011. Annual \$295 support fee.

**FINANCIAL IMPACT:** \$1,890 Budgeted for out of Clerk Computer Support (101-41400-207).

**RECOMMENDED MOTION:** Approve the purchase of the invoicing module for Banyon Data Systems.

**ATTACHMENTS:**

Proposal, dated 06/03/2020

**2019 ROUTINE  
BRIDGE INSPECTION REPORT**



**BRIDGE # 69A27  
PINE ST over EAST TWO RIVER**

**DISTRICT:** District 1

**COUNTY:** St. Louis

**CITY/TOWNSHIP:** Tower

**STATE:** Minnesota

**Date of Inspection:** 06/20/2019

**Equipment Used:**

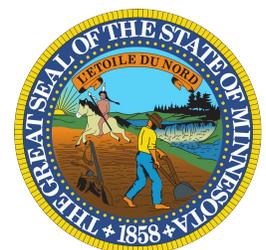
**Owner:** City or Municipal Highway Agency

**Inspected By:** Grahek, Chris

**Report Written By:** Chris Grahek

**Report Reviewed By:** Rachel Gregg

**Final Report Date:** 11/12/2019



# Minnesota Structure Inventory Report

Bridge ID: 69A27

PINE ST over EAST TWO RIVER

+ GENERAL +	+ ROADWAY ON BRIDGE +	+ INSPECTION +																
<b>Agency Br. No.</b> 48 <b>Crew</b> <b>District</b> 01 <b>Maint. Area</b> <b>County</b> 069 - St. Louis <b>City</b> Tower <b>Township</b> <b>Desc. Loc.</b> 0.1 MI E OF JCT TH135 <b>Sect., Twp., Range</b> 32 062N - 15W <b>Latitude</b> 47.803917 <b>Longitude</b> -92.278825 <b>Custodian</b> 04 - City or Municipal Highway Agency <b>Owner</b> 04 - City or Municipal Highway Agency  <b>Year Built</b> 2017 <b>Date Opened to Traffic</b> 10/09/2017 <b>MN Year Remodeled</b> <b>FHWA Year Reconstructed</b> <b>Bridge Plan Location</b> 3 - COUNTY <b>Potential ABC</b> 2 - N/A	<b>Road Name</b> Pine St <b>Functional Class.</b> 09 - Rural - Local <b>ADT</b> 37 <b>YEAR</b> 2017 <b>HCADT</b> <b>ADTT</b> % <b>NHS</b> 0 - Structure/Route is NOT on NHS <b>Route Sys/Nbr</b> 10 - MUN / 4 <b>Ref. Point (TIS)</b> 000+00.082 <b>Detour Length</b> 1 <b>Lanes</b> 2 <b>Lanes ON Bridge</b> <b>Control Section (TH Only)</b> <b>Function</b> 1 - MAINLINE <b>Type</b> 2 - 2-way traffic <b>Bridge Match ID</b> 1 <b>Roadway Key</b> Route On Structure	<b>Structurally Deficient</b> N <b>Functionally Obsolete</b> N <b>Sufficiency Rating</b> 100.0 <b>Last Routine Insp Date</b> 06/20/2019 <b>Routine Insp Frequency</b> 24 <b>Inspector Name</b> Grahek, Chris <b>Status</b> A - Open																
	+ RDWY DIMENSIONS ON BRIDGE +	+ NBI CONDITION RATINGS +																
+ STRUCTURE +	If Divided:      NB-EB      SB-WB <b>Roadway Width</b> 30.0 ft      ft <b>Vertical Clearance</b> ft      ft <b>Max. Vert. Clear.</b> ft      ft <b>Horizontal Clear.</b> 30.0 ft      ft <b>Appr. Surface Width</b> 30.0 ft <b>Bridge Roadway Width</b> 30.0 ft <b>Median Width On Bridge</b> ft	+ NBI APPRAISAL RATINGS +																
<b>Service On</b> 1 - Highway <b>Service Under</b> 5 - Waterway <b>Main Span Type</b> 5 - Prestress or Precast 07 - Box Girder  <b>Main Span Detail</b> <b>Appr. Span Type</b> No Approach Span No Approach Span  <b>Appr. Span Detail</b> <b>Skew</b> 0 <b>Culvert Type</b> <b>Barrel Length</b>  <b>Number of Spans</b> <b>MAIN:</b> 1 <b>APPR:</b> 0 <b>TOTAL:</b> 1 <b>Main Span Length</b> 72.5 ft <b>Structure Length</b> 77.0 ft <b>Deck Width (Out-to-Out)</b> 45.0 ft <b>Deck Material</b> 1 - Concrete Cast-in-Place <b>Deck Installation Year</b> 2017 <b>Wear Surf Type</b> 4 - Low Slump Concrete <b>Wear Surf Install Year</b> 2017 <b>Wear Course/Fill Depth</b> 0.16 ft <b>Deck Membrane</b> 0 - None <b>Deck Rebars</b> 1 - Epoxy Coated Reinforcing <b>Structure Area (Out-to-Out)</b> 3522 sq ft <b>Roadway Area (Curb-to-Curb)</b> 2310 sq ft <b>Sidewalk Width - L/R</b> 6.30      6.30 ft <b>Curb Height - L/R</b> 0.66      0.66 ft <b>Rail Codes - L/R</b> 28      28	+ MISC. BRIDGE DATA +	<b>Deck</b> 8 <b>Superstructure</b> 8 <b>Substructure</b> 8 <b>Channel</b> 7 <b>Culvert</b> N																
	+ PAINT +	+ SAFETY FEATURES +																
	<b>Structure Flared</b> 0 - No flare <b>Parallel Structure</b> N - No parallel structure <b>Field Conn. ID</b> <b>Cantilever ID</b>  <b>Foundations (Material/Type)</b> <b>Abutment</b> 1 - CONC      4 - PILE BENT <b>Pier</b> N - N/A      N - N/A <b>Historic Status</b> 4 - Not determinable <b>On - Off System</b> 0 - OFF	<b>Bridge Railing</b> 1 - MEETS STANDARDS <b>GR Transition</b> N - NOT REQUIRED <b>Appr. Guardrail</b> N - NOT REQUIRED <b>GR Termini</b> N - NOT REQUIRED																
	+ BRIDGE SIGNS +	+ SPECIAL INSPECTIONS +																
	<b>Posted Load</b> 0 - Not Required <b>Traffic</b> 0 - Not Required <b>Horizontal</b> 0 - Not Required <b>Vertical</b> N - Not Applicable	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Y/N</th> <th style="text-align: center;">Freq</th> <th style="text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td><b>Frac. Critical</b></td> <td style="text-align: center;">N</td> <td></td> <td></td> </tr> <tr> <td><b>Underwater</b></td> <td style="text-align: center;">N</td> <td></td> <td></td> </tr> <tr> <td><b>Pinned Asbly.</b></td> <td style="text-align: center;">N</td> <td></td> <td></td> </tr> </tbody> </table>		Y/N	Freq	Date	<b>Frac. Critical</b>	N			<b>Underwater</b>	N			<b>Pinned Asbly.</b>	N		
	Y/N	Freq	Date															
<b>Frac. Critical</b>	N																	
<b>Underwater</b>	N																	
<b>Pinned Asbly.</b>	N																	
		+ WATERWAY +																
		<b>Drainage Area (sq mi)</b> 32.5 <b>Waterway Opening (sq ft)</b> 79 <b>Navigation Control</b> 0 - No nav. control on waterway <b>Pier Protection</b> <b>Nav. Clr. (ft)</b> <b>Vert.</b> 0.0 <b>Horiz.</b> 0.0 <b>Nav. Vert. Lift Bridge Clear. (ft)</b> <b>MN Scour Code</b> L - STBL - LOW RISK <b>Scour Evaluation Year</b> 2015																
		+ CAPACITY RATINGS +																
		<b>Design Load</b> A - HL 93 <b>Operating Rating</b> 3 - HL-93      1.62 <b>Inventory Rating</b> 3 - HL-93      1.02 <b>Posting VEH:</b> <b>SEMI:</b> <b>DBL:</b> <b>Rating Date</b> 04/15/2015 <b>Overweight Permit Codes</b> A: 1      B: 1      C: 1																

MINNESOTA BRIDGE INSPECTION REPORT

11/12/2019

BRIDGE 69A27 PINE ST OVER EAST TWO RIVER

County: St. Louis Location: 0.1 MI E OF JCT TH135 Length: 77.0 ft.  
 City: Tower Route: 10 - MUN 4 Ref. Pt.: 000+00.082 Deck Width: 45.0 ft.  
 Township: Control Section: Rdwy. Area/ Pct. Unsnd: 2310 sq. ft. / 0%  
 Section: 32 Township: 062N Range: 15W Maint. Area: Paint Area/ Pct. Unsnd: sq. ft. / %  
 Span Type: 5 - Prestressed Concrete 5 - Box Beam Local Agency Bridge Nbr.: 48 Culvert: N/A  
 List: or Girders - Multiple Postings:  
 NBI Deck: 8 Super: 8 Sub: 8 Chan: 7 Culv: N  
 Open, Posted, Closed: A - Open  
 MN Scour Code: L - STBL - LOW RISK  
 Appraisal Ratings - Approach: 8 Waterway: 8 Unofficial Structurally Deficient N  
 Required Bridge Signs - Load Posting: 0 - Not Required Traffic: 0 - Not Required Unofficial Functionally Obsolete N  
 Horizontal: 0 - Not Required Vertical: N - Not Applicable Unofficial Sufficiency Rating 100.0

ELEM NBR	ELEMENT NAME	REPORT TYPE	INSP. DATE	QUANTITY	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
104	Prestressed Concrete Closed Web/Box Girder	Routine	06/20/2019	809 LF	808	1	0	0
Notes: [2019] Poor aggregate on north side of beam 1 east end with rust staining. [2017] No deterioration.								
215	Reinforced Concrete Abutment	Routine	06/20/2019	140 LF	140	0	0	0
		Routine	11/06/2017	140 LF	140	0	0	0
Notes: [2019] Chip in north end of east abutment from construction. [2017] No deterioration.								
330	Metal Bridge Railing	Routine	06/20/2019	152 LF	152	0	0	0
		Routine	11/06/2017	152 LF	152	0	0	0
Notes: [2019-2017] No deterioration.								
	515 - Steel Protective Coating	Routine	06/20/2019	922 SF	922	0	0	0
		Routine	11/06/2017	1122 SF	1122	0	0	0
Notes: [2019-2017] No deterioration to rail paint. Includes 722 sq. ft. for ornamental rail and 200 sq. ft. for SE chain link fence.								
331	Reinforced Concrete Bridge Railing	Routine	06/20/2019	152 LF	152	0	0	0
		Routine	11/06/2017	152 LF	152	0	0	0
Notes: [2019] Up to 1 crack per rail panel with a width up to 0.01". [2017] No deterioration.								
800	Critical Deficiencies or Safety Hazards	Routine	06/20/2019	1 EA	1	0	0	0
		Routine	11/06/2017	1 EA	1	0	0	0
Notes: [2019-2017] No critical deficiencies or safety hazards found during this inspection.								
900	Protected Species	Routine	06/20/2019	1 EA	0	1	0	0
		Routine	11/06/2017	1 EA	1	0	0	0
Notes: [2019-2017] No evidence of protected species present during this inspection.								
894	Deck & Approach Drainage	Routine	06/20/2019	1 EA	1	0	0	0
		Routine	11/06/2017	1 EA	1	0	0	0
Notes: [2019-2017] No ponding or drainage-related slope erosion.								

BRIDGE 69A27 PINE ST OVER EAST TWO RIVER

ELEM NBR	ELEMENT NAME	REPORT TYPE	INSP. DATE	QUANTITY	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
892	Slopes & Slope Protection	Routine	06/20/2019	1 EA	1	0	0	0
		Routine	11/06/2017	1 EA	1	0	0	0
Notes: [2019] Possible slight settlement of SW slope at end of wing and curb (possible rock was not placed up to curb during construction). [2017] No erosion present.								
895	<del>Prestressed Concrete Slab</del>	<del>Routine</del>	<del>06/20/2019</del>	<del>0 EA</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
891	Other Bridge Signing	Routine	06/20/2019	1 EA	0	0	1	0
		Routine	11/06/2017	1 EA	0	0	1	0
Notes: [2019-2017] No type 3 object markers present at ends of railing.								
895	Sidewalk, Curb, & Median	Routine	06/20/2019	1 EA	1	0	0	0
		Routine	11/06/2017	1 EA	1	0	0	0
Notes: [2019] 8 cracks in north sidewalk with a spacing of 4' to 12' , 6' being most common, and 3 in south sidewalk. Cracks have a width up to 0.01". No deterioration to sidewalks on approach panels. [2017] No deterioration.								
301	Pourable Joint Seal	Routine	06/20/2019	190 LF	190	0	0	0
		Routine	11/06/2017	60 LF	60	0	0	0
Notes: [2019-2017] No deterioration. For Joints at Abutments and on Approach Panels.								
899	Miscellaneous Items	Routine	06/20/2019	1 EA	1	0	0	0
		Routine	11/06/2017	1 EA	1	0	0	0
Notes: [2019-2017] No deterioration. For chain link fence on top of SE wing.								
321	Reinforced Concrete Approach Slab	Routine	06/20/2019	1200 SF	1200	0	0	0
		Routine	11/06/2017	1200 SF	1200	0	0	0
Notes: [2019] Radial crack in NE corner of west approach panel with a width of 0.006". [2017] No deterioration.								
15	<del>Prestressed Concrete Top Flange</del>	<del>Routine</del>	<del>06/20/2019</del>	<del>3322 SF</del>	<del>3322</del>	<del>0</del>	<del>0</del>	<del>0</del>
Notes: [2019] Unable to see top flange. Only access to top flange are 1" diameter drains at ends of beam voids.								
510	<del>Wearing Surfaces</del>	<del>Routine</del>	<del>06/20/2019</del>	<del>2310 SF</del>	<del>2302</del>	<del>8</del>	<del>0</del>	<del>0</del>
Notes: [2019] Top of deck crack with a width of 0.012" along centerline full length of bridge. [2017] No deterioration.								
General Notes: SLC District 4 Inspected by: [2019] CG, JB : [2017] CG, JD. Bridge runs west to east. Beams numbered from north to south.								
58. Deck NBI: [2019] Top of deck crack with a width of 0.012" along centerline full length of bridge. [2017] No deterioration.								
36A. Brdg Railings NBI: Concrete Parapet ( Type P-1) Metal Railing (Type M-1) for Bikeways. Railing meets standard for speeds below 40 mph, posted speed 30 mph.								
36B. Transitions NBI: No guardrail required bridge ADT is less than 400 and speed limit less than 40 mph. No guardrail present.								
36C. Appr Guardrail NBI: No guardrail required bridge ADT is less than 400 and speed limit less than 40 mph. No guardrail present.								
36D. Appr Guardrail Terminal NBI: No guardrail required bridge ADT is less than 400 and speed limit less than 40 mph. No guardrail present.								

ELEM NBR	ELEMENT NAME	REPORT TYPE	INSP. DATE	QUANTITY	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
59.	Superstructure NBI:	[2019] Grout in joints between beams extending up to 1" below bottom of beam. [2017] No deterioration.						
60.	Substructure NBI:	[2019] Chip in north end of east abutment from construction. [2017] No deterioration.						
61.	Channel NBI:	[2019-2017] Some debris caught on rocks in channel.						
62.	Culvert NBI:							
71.	Waterway Adeq NBI:	[2019-2017] Design hydraulics estimate water to bottom of beams during 100 year event. Roadway to the west lower than bridge.						
72.	Appr Roadway Alignment NBI:	[2019-2017] No sight distance issues or speed reductions required.						

Chris Grahek  
Inspector's Signature

Rachel Gregg  
Reviewer's Signature

# Pictures



Photo 1 - South Profile



Photo 2 - North Profile

# Pictures



Photo 3 - Bridge Looking East



Photo 4 - Top of Deck West End

# Pictures



Photo 5 - Top of Deck Crack Along Centerline



Photo 6 - Top of Deck Crack 0.012in

# Pictures



Photo 7 - Top of Deck East End



Photo 8 - West Poured Joint

# Pictures



Photo 9 - East Poured Joint



Photo 10 - South Rail

# Pictures



Photo 11 - North Rail



Photo 12 - Rail Crack 0.01in

# Pictures



Photo 13 - Metal Rail Closeup



Photo 14 - West Approach Panel

# Pictures



Photo 15 - West Approach Panel Radial Crack NE Corner 0.006in



Photo 16 - East Approach Panel

# Pictures



Photo 17 - Approach Looking West



Photo 18 - Approach Looking East

# Pictures



Photo 19 - Beam 1 East End North Edge Poor Aggregate



Photo 20 - Underside of Beams

# Pictures



Photo 21 - Underside of Beams North Edge



Photo 22 - Holes in Bottom of Beams From Construction

# Pictures



Photo 23 - Beam Joint Grout Extending Below Bottom of Beams



Photo 24 - Joint Rubber Sealant Peeling Off Bridge

# Pictures



Photo 25 - Form Board Left on Joint Between Beam 4 and 5 From South Edge of Bridge



Photo 26 - West Abutment

# Pictures



Photo 27 - East Abutment



Photo 28 - SW Wing

# Pictures



Photo 29 - NW Wing



Photo 30 - NW Wing and Beam Joint

# Pictures



Photo 31 - SE Wing



Photo 32 - NE Wing

# Pictures



Photo 33 - NE Wing and Beam Joint



Photo 34 - South Sidewalk

# Pictures



Photo 35 - North Sidewalk



Photo 36 - Sidewalk Crack 0.01in

# Pictures



Photo 37 - Tack Coat Failure Ends of North Sidewalk



Photo 38 - Chain Link Fence SW

# Pictures



Photo 39 - Chain Link Fence SE Wing



Photo 40 - Possible Settlement End of SW Wing and Curb

# Pictures

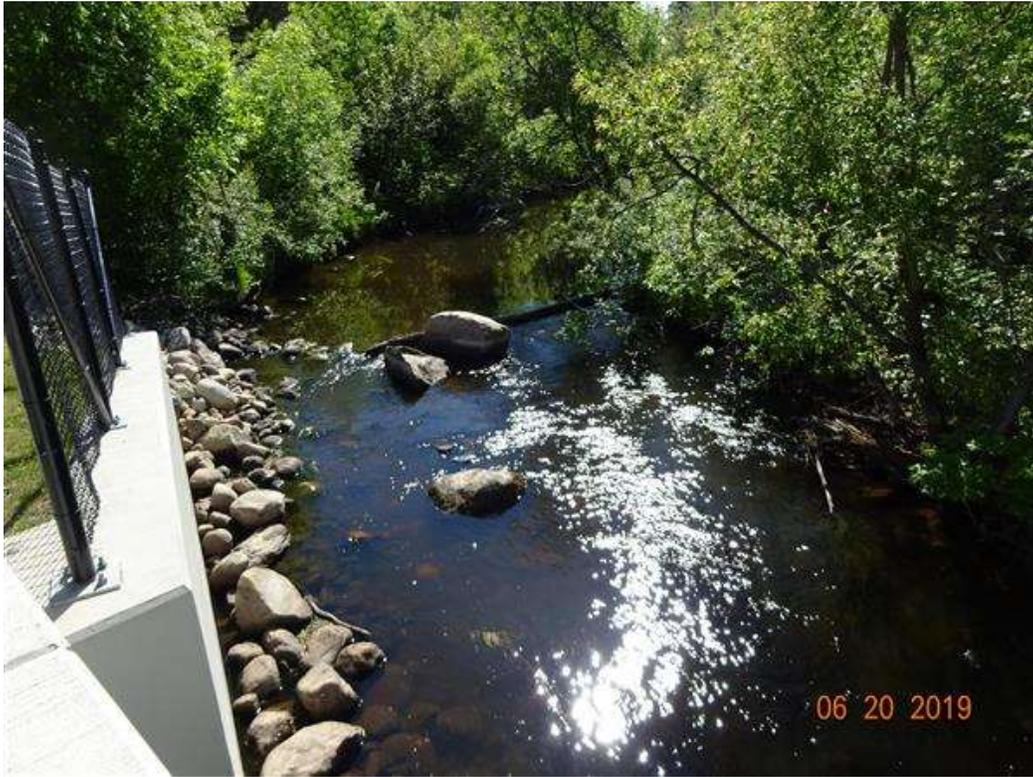


Photo 41 - Channel Looking South



Photo 42 - Channel Looking North

2019 ROUTINE  
BRIDGE INSPECTION REPORT



**BRIDGE # 6353**  
**ENTERPRISE DR over EAST TWO RIVER**

DISTRICT: District 1      COUNTY: St. Louis      CITY/TOWNSHIP: Tower  
STATE: Minnesota

Date of Inspection: 06/25/2019

Equipment Used:

Owner: City or Municipal Highway Agency

Inspected By: Grahek, Chris

Report Written By: Chris Grahek  
Report Reviewed By: Rachel Litfin  
Final Report Date: 10/30/2019



# Minnesota Structure Inventory Report

Bridge ID: 6353

ENTERPRISE DR over EAST TWO RIVER

+ GENERAL +	+ ROADWAY ON BRIDGE +	+ INSPECTION +																
<b>Agency Br. No.</b> 353 <b>Crew</b> <b>District</b> 01 <b>Maint. Area</b> <b>County</b> 069 - St. Louis <b>City</b> Tower <b>Township</b> <b>Desc. Loc.</b> IN TOWER <b>Sect., Twp., Range</b> 32 062N - 15W <b>Latitude</b> 47.803722 <b>Longitude</b> -92.280603 <b>Custodian</b> 02 - County Highway Agency <b>Owner</b> 04 - City or Municipal Highway Agency  <b>Year Built</b> 1947 <b>Date Opened to Traffic</b> 1/1/1947 <b>MN Year Remodeled</b> <b>FHWA Year Reconstructed</b> <b>Bridge Plan Location</b> 0 - NO PLAN <b>Potential ABC</b> 2 - N/A	<b>Road Name</b> Trail <b>Functional Class.</b> 09 - Rural - Local <b>ADT</b> 900 <b>YEAR</b> 2008 <b>HCA DT</b> <b>ADTT</b> 4 % <b>NHS</b> 0 - Structure/Route is NOT on NHS <b>Route Sys/Nbr</b> 10 - MUN / 30 <b>Ref. Point (TIS)</b> 000+00.096 <b>Detour Length</b> 1 <b>Lanes</b> 2 <b>Lanes ON Bridge</b> <b>Control Section (TH Only)</b> <b>Function</b> 1 - MAINLINE <b>Type</b> 2 - 2-way traffic <b>Bridge Match ID</b> 1 <b>Roadway Key</b> Route On Structure	<b>Structurally Deficient</b> N <b>Functionally Obsolete</b> N <b>Sufficiency Rating</b> 98.2 <b>Last Routine Insp Date</b> 06/25/2019 <b>Routine Insp Frequency</b> 24 <b>Inspector Name</b> Grahek, Chris <b>Status</b> A - Open																
	+ RDWY DIMENSIONS ON BRIDGE +	+ NBI CONDITION RATINGS +																
	<b>If Divided:</b> NB-EB      SB-WB <b>Roadway Width</b> 40.0 ft      ft <b>Vertical Clearance</b> ft      ft <b>Max. Vert. Clear.</b> ft      ft <b>Horizontal Clear.</b> ft      ft <b>Appr. Surface Width</b> 34.0 ft <b>Bridge Roadway Width</b> 0 ft <b>Median Width On Bridge</b> ft	<b>Deck</b> N <b>Superstructure</b> N <b>Substructure</b> N <b>Channel</b> 7 <b>Culvert</b> 6																
+ STRUCTURE +	+ MISC. BRIDGE DATA +	+ NBI APPRAISAL RATINGS +																
<b>Service On</b> 1 - Highway <b>Service Under</b> 5 - Waterway <b>Main Span Type</b> 1 - Concrete 13 - Box Culvert  <b>Main Span Detail</b> <b>Appr. Span Type</b>  <b>Appr. Span Detail</b> <b>Skew</b> 25 RIGHT <b>Culvert Type</b> W1010D <b>Barrel Length</b> 46  <b>Number of Spans</b> <b>MAIN:</b> 2 <b>APPR:</b> 0 <b>TOTAL:</b> <b>Main Span Length</b> 12.0 ft <b>Structure Length</b> 26.0 ft <b>Deck Width (Out-to-Out)</b> 0 ft <b>Deck Material</b> N - Not Applicable <b>Deck Installation Year</b> <b>Wear Surf Type</b> N - Not Applicable (applies only to <b>Wear Surf Install Year</b> <b>Wear Course/Fill Depth</b> 2.50 ft <b>Deck Membrane</b> N - Not Applicable (applies only to <b>Deck Rebars</b> N - Not Applicable (no deck) <b>Structure Area (Out-to-Out)</b> sq ft <b>Roadway Area (Curb-to-Curb)</b> sq ft <b>Sidewalk Width - L/R</b> 0      0 ft <b>Curb Height - L/R</b> 0      0 ft <b>Rail Codes - L/R</b> NN      NN	<b>Structure Flared</b> 0 - No flare <b>Parallel Structure</b> N - No parallel structure <b>Field Conn. ID</b> <b>Cantilever ID</b>  <b>Foundations (Material/Type)</b> <b>Abutment</b> N - N/A      N - N/A <b>Pier</b> N - N/A      N - N/A <b>Historic Status</b> 5 - Not eligible <b>On - Off System</b> 0 - OFF	<b>Structure Evaluation</b> 6 <b>Deck Geometry</b> N <b>Underclearances</b> N <b>Waterway Adequacy</b> 8 <b>Approach Alignment</b> N																
	+ PAINT +	+ SAFETY FEATURES +																
	<b>Year Painted</b> <b>Painted Area</b> sq ft <b>Primer Type</b> <b>Finish Type</b>	<b>Bridge Railing</b> N - NOT REQUIRED <b>GR Transition</b> N - NOT REQUIRED <b>Appr. Guardrail</b> N - NOT REQUIRED <b>GR Termini</b> N - NOT REQUIRED																
	+ BRIDGE SIGNS +	+ SPECIAL INSPECTIONS +																
	<b>Posted Load</b> 0 - Not Required <b>Traffic</b> 0 - Not Required <b>Horizontal</b> 0 - Not Required <b>Vertical</b> N - Not Applicable	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Y/N</th> <th style="text-align: center;">Freq</th> <th style="text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td><b>Frac. Critical</b></td> <td style="text-align: center;">N</td> <td></td> <td></td> </tr> <tr> <td><b>Underwater</b></td> <td style="text-align: center;">N</td> <td></td> <td></td> </tr> <tr> <td><b>Pinned Asbly.</b></td> <td style="text-align: center;">N</td> <td></td> <td></td> </tr> </tbody> </table>		Y/N	Freq	Date	<b>Frac. Critical</b>	N			<b>Underwater</b>	N			<b>Pinned Asbly.</b>	N		
	Y/N	Freq	Date															
<b>Frac. Critical</b>	N																	
<b>Underwater</b>	N																	
<b>Pinned Asbly.</b>	N																	
		+ WATERWAY +																
		<b>Drainage Area (sq mi)</b> <b>Waterway Opening (sq ft)</b> 200 <b>Navigation Control</b> 0 - No nav. control on waterway <b>Pier Protection</b> <b>Nav. Clr. (ft)</b> <b>Vert.</b> 0.0 <b>Horiz.</b> 0.0 <b>Nav. Vert. Lift Bridge Clear. (ft)</b> <b>MN Scour Code</b> E - CULVERT <b>Scour Evaluation Year</b>																
		+ CAPACITY RATINGS +																
		<b>Design Load</b> 0 - Other/Unknown <b>Operating Rating</b> 2 - HS TRUCK      24.0 <b>Inventory Rating</b> 2 - HS TRUCK      18.0 <b>Posting VEH:</b> <b>SEMI:</b> <b>DBL:</b> <b>Rating Date</b> 07/08/2013 <b>Overweight Permit Codes</b> A: N      B: N      C: N																

MINNESOTA BRIDGE INSPECTION REPORT

10/30/2019

BRIDGE 6353 ENTERPRISE DR OVER EAST TWO RIVER

County: St. Louis Location: IN TOWER Length: 26.0 ft.  
 City: Tower Route: 10 - MUN 30 Ref. Pt.: 000+00.096 Deck Width: 0 ft.  
 Township: Control Section: Rdwy. Area/ Pct. Unsnd: sq. ft. / %  
 Section: 32 Township: 062N Range: 15W Maint. Area: Paint Area/ Pct. Unsnd: sq. ft. / %  
 Span Type: 1 - Concrete 19 - Culvert (includes Local Agency Bridge Nbr.: 353 Culvert: W1010D  
 List: frame culverts) Postings:  
 NBI Deck: N Super: N Sub: N Chan: 7 Culv: 6  
 Open, Posted, Closed: A - Open  
 MN Scour Code: E - CULVERT

Appraisal Ratings - Approach: N Waterway: 8 Unofficial Structurally Deficient N  
 Required Bridge Signs - Load Posting: 0 - Not Required Traffic: 0 - Not Required Unofficial Functionally Obsolete N  
 Horizontal: 0 - Not Required Vertical: N - Not Applicable Unofficial Sufficiency Rating 98.2

ELEM NBR	ELEMENT NAME	REPORT TYPE	INSP. DATE	QUANTITY	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
241	Reinforced Concrete Culvert	Routine	06/25/2019	92 LF	0	90	2	0
		Routine	06/01/2017	92 LF	0	92	0	0
Notes: [2019] Exposed rebar and rust staining in spall on top of barrel 2 west end. Crack north wall west end of barrel 2 has a width of 0.03". Some leaching along crack north wall west end of barrel 2 and leaching along cracks south wall barrel 1 east end. [2017-2015] Moderate scale of wetted perimeter exposing aggregate surfaces but there is no loss of aggregate. Most barrel cracks are 0.010" in width with 1 on the west end of barrel 2 north wall that is .025". Water saturation and some rust staining present on barrel tops at inlet and outlet. Some minor leaching through top haunch of barrels. [MNDot] There are 4 cracks through the barrels and center wall. 1 1/2 ft. spall at the west end of the north barrel. There is heavy scale at the water line.								
800	Critical Deficiencies or Safety Hazards	Routine	06/25/2019	1 EA	1	0	0	0
		Routine	06/01/2017	1 EA	1	0	0	0
Notes: [2019-2015] No critical deficiencies or safety hazards found during this inspection.								
870	Culvert End Treatment	Routine	06/25/2019	2 EA	0	2	0	0
		Routine	06/01/2017	2 EA	0	2	0	0
Notes: [2019] Delamination on top of NW wing along joint with north end of west headwall. Spall on west headwall and NW wing 3' in length. [2017-2015] Moderate scale of wetted perimeter exposing aggregate surfaces but there is no loss of aggregate. [MNDot] Cracks radiate from west wings into roof haunches. The N.E. wing has a light vertical crack which is starting to spall at the top. The N.W. wing is spalled 2 ft.x 1 ft. x 5 in. deep with 1 light vertical crack. West headwall is spalled 26 in.x 13 in. x 7 in. deep at center wall. (2013/ W. headwall washing out 2'x2'x1' deep).								
871	Roadway Over Culvert	Routine	06/25/2019	1 EA	1	0	0	0
		Routine	06/01/2017	1 EA	0	1	0	0
Notes: [2019] Bituminous roadway has been removed over culvert and a crushed granite trail has been built over culvert. 11' Wide Crushed Granite Trail.								
891	Other Bridge Signing	Routine	06/25/2019	1 EA	0	0	1	0
		Routine	06/01/2017	1 EA	0	0	1	0
Notes: [2019-2015] No culvert markers.								
892	Slopes & Slope Protection	Routine	06/25/2019	1 EA	1	0	0	0
		Routine	06/01/2017	1 EA	1	0	0	0
Notes: [2019] No notable erosion present. [2017] Steel sheet piling present at the bottom of west slopes. [2015] Riprap placed on west slopes during harbor dredging. No notable erosion present. Riprap and Vegetation.								

BRIDGE 6353 ENTERPRISE DR OVER EAST TWO RIVER

ELEM NBR	ELEMENT NAME	REPORT TYPE	INSP. DATE	QUANTITY	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
893	Guardrail	Routine	06/25/2019	0 EA	0	0	0	0
894	Deck & Approach Drainage	Routine	06/25/2019	1 EA	0	1	0	0
		Routine	06/01/2017	1 EA	0	1	0	0
	Notes: [2019] Unable to determine if there is any drainage-related slope erosion due to area disturbed for construction of crushed granite trail over culvert. [2017-2015] Erosion along west shoulder. Shoulder washing out over spill in west headwall. Signs have been placed in the ground to try to stop erosion. Slight erosion from guard rail posts to wings.							
900	Protected Species	Routine	06/25/2019	1 EA	0	1	0	0
		Routine	06/01/2017	1 EA	1	0	0	0
	Notes: [2019-2017] No protected species present at time of inspection.							
895	Sidewalk, Curb, & Median	Routine	06/25/2019	1 EA	1	0	0	0
	Notes: [2019] Curb placed along edges of crushed granite curb. No deterioration.							
	General Notes: SLC District 4 Inspected by: [2019] CG, AH : [2017] CG, HN : [2015] CG, ZK. MNDOT Inspections 05/21/2009 Inspection: R. Edstrom/ S. Gripp. 06/08/2011 Roger Edstrom/Dave Bystrom 06/04/2013 D. Perkins/D. Bystrom 2013-08-31: Transferred to County. [2019] Roadway over culvert was remove and 11' wide crushed granite trail installed over culvert. Culvert no longer sees vehicular traffic.							
	58. Deck NBI:							
	36A. Brdg Railings NBI: Roadway removed and trail built over culvert. Vehicular traffic will no longer be going over culvert.							
	36B. Transitions NBI: Roadway removed and trail built over culvert. Vehicular traffic will no longer be going over culvert.							
	36C. Appr Guardrail NBI: Roadway removed and trail built over culvert. Vehicular traffic will no longer be going over culvert.							
	36D. Appr Guardrail Terminal NBI: Roadway removed and trail built over culvert. Vehicular traffic will no longer be going over culvert.							
	59. Superstructure NBI:							
	60. Substructure NBI:							
	61. Channel NBI: [2019] About 1' to 1.5' of sediment in barrel 1 with little to none in barrel 2. [2017-2015] Channel to the west has been dredged to make a harbor. Large pool at inlet of culvert. Minor erosion to banks and some debris in channel from beaver activity.							
	62. Culvert NBI: [2019] Exposed rebar and rust staining in spall on top of barrel 2 west end. Crack north wall west end of barrel 2 has a width of 0.03". Some leaching along crack north wall west end of barrel 2 and leaching along cracks south wall barrel 1 east end. [2017-2015] Moderate scale of wetted perimeter exposing aggregate surfaces but there is no loss of aggregate. Most barrel cracks are 0.010" in width with 1 on the west end of barrel 2 north wall that is .025". Water saturation and some rust staining present on barrel tops at inlet and outlet. Some minor leaching through top haunch of barrels							
	71. Waterway Adeq NBI: [2019-2015] Staining on walls indicates that the culvert rarely gets more than half full.							
	72. Appr Roadway Alignment NBI: [2019] Roadway removed and 11' wide crushed granite trail installed over culvert. [2017-2015] No sight distance issues or speed reduction required. Road dead ends 250' north of bridge.							

ELEM NBR	ELEMENT NAME	REPORT TYPE	INSP. DATE	QUANTITY	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
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Chris Grahek  
Inspector's Signature

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Rachel Litfin  
Reviewer's Signature

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# Pictures



Photo 1 - West Profile



Photo 2 - East Profile

# Pictures



Photo 3 - Barrel 1 Looking East



Photo 4 - Barrel 1 Top

# Pictures



Photo 5 - Barrel 1 Top Old Guardrail Post Hole East End



Photo 6 - Barrel 1 Top West End Old Guardrail Post Hole

# Pictures



Photo 7 - Barrel 1 Wall



Photo 8 - Barrel 1 South Wall Cracking And Leaching East End

# Pictures



Photo 9 - Barrel 2 Looking East



Photo 10 - Barrel 2 Looking West

# Pictures



Photo 11 - Barrel 2 Top



Photo 12 - Barrel 2 Top West End Old Guardrail Post Hole

# Pictures



Photo 13 - Barrel 2 Top Spall West End With Rust Staining And Exposed Rebar



Photo 14 - Barrel 2 Wall

# Pictures



Photo 15 - Barrel 2 North Wall West End



Photo 16 - Barrel 2 North Wall Crack West End 0.03in In Width

# Pictures



Photo 17 - Barrel Crack Width 0.01in



Photo 18 - SW Wing

# Pictures



Photo 19 - West Middle Wing



Photo 20 - NW Wing

# Pictures



Photo 21 - NW Wing Spall



Photo 22 - NW Wing Delamination and Cracking With Leaching Along Joint With Barrel and Headwall

# Pictures



Photo 23 - West Headwall



Photo 24 - West Headwall 0.01in Horizontal Cracking Indicating Spalls Forming Along Bottom Edge

# Pictures



Photo 25 - West Headwall Middle Spall



Photo 26 - SE Wing

# Pictures



Photo 27 - East Middle Wing



Photo 28 - NE Wing

# Pictures



Photo 29 - NE Wing Crack 0.016in



Photo 30 - NE Wing Spall Width 4in

# Pictures



Photo 31 - East Headwall



Photo 32 - Approach Looking North

# Pictures



Photo 33 - Approach Looking South



Photo 34 - Channel Looking East

# Pictures



Photo 35 - Channel Looking West



# Saint Louis County

Public Works Department • Richard H. Hansen Transportation & Public Works Complex  
4787 Midway Road, Duluth, MN 55811 • Phone: (218) 625-3830

**James T. Foldesi, P.E.**  
Public Works Director/  
Highway Engineer

To: City of Tower

May 29, 2020

Re: **Bridge Inspection Reports: 6353, 69A27**

St. Louis County Public Works Department has enclosed the bridge inspection reports for the above referenced State bridge numbers. An electronic version (PDF) of the report has been provided being that you are listed as the Owner. A printed copy can be provided upon request.

St. Louis County follows the Minnesota Department of Transportation (MnDOT) Bridge and Structure Inspection Program Manual (BSIPM) with on staff personnel certified by MnDOT to complete each report. The policies and procedures outlined by the BSIPM facilitate public safety on bridges, compliance with Federal and State regulations, and provides consistent information to manage bridges as a critical infrastructure asset.

Bridge 6353 will no longer have routine inspections required or performed by St Louis County due to the removal of vehicular traffic over the structure and installation of walking path.

If you have any questions about the materials you are receiving please contact me by the information below.

Sincerely,

Christopher Grahek  
Engineering Technician Principal  
(Bridge Inspection Team Leader)  
St. Louis County Public Works – Bridge Engineering  
1425 East 23<sup>rd</sup> Street  
Hibbing, MN 55746

Office: 218-262-0281  
grahekc@stlouiscountymn.gov

CC: Victoria Ranua, Clerk-Treasurer [clerk.treasurer@cityoftower.com](mailto:clerk.treasurer@cityoftower.com)

**Virginia Engineering**  
County Garage  
7823 Highway 135  
Virginia, MN 55792-2999  
Phone: (218) 742-9820  
Fax: (218) 741-7832

**Deputy Surveyor**  
County Garage  
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Virginia, MN 55792-2999  
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**Bridge Engineering**  
County Garage  
1425 East 23<sup>rd</sup> St.  
Hibbing, MN 55746-3356  
Phone: (218) 262-0295  
Fax: (218) 262-0014

**Ely Engineering**  
County Garage  
325 W. Sheridan St.  
Ely, MN 55731  
Phone: (218) 365-3721  
Fax: (218) 365-4136



Building a Better World  
for All of Us®

# MEMORANDUM

TO: Victoria Ranua, Clerk/Treasurer  
City of Tower

FROM: Shawn McMahon, PE (Lic. MN, WI, IA, SD)

DATE: June 4, 2020

RE: Snow Removal Equipment (SRE) Building  
Construction Contract Award Recommendation  
SEH No. TOWER 152656 14.00

The City of Tower accepted bids of the Snow Removal Equipment (SRE) Building project for the Tower Municipal Airport on June 3, 2020.

## PROJECT SCOPE

The project scope includes the construction of a Snow Removal Equipment (SRE) Building on the west side of the existing arrival/departure building. The proposed project includes the construction of a new SRE Building, installation of sidewalk around the south and west sides of the building and necessary grading and asphalt to tie into the existing site.

The project was divided into the Base Bid and Alternate 1. The Base Bid includes the building as shown in the plans, and Alternate 1 is for reductions in HVAC elements of the project.

## BID RESULTS

On Wednesday, June 3, 2020 at 2pm, the City of Tower accepted bids from contractors for the Snow Removal Equipment (SRE) Building. The Engineer's estimate for the project was \$476,791.50, with an Alternate 1 estimate of \$43,000. The full bid tabulation is attached to this memorandum. Three (3) bids were submitted, with the following results:

<b>Contractor</b>	<b>Base Bid Amount</b>	<b>Alternate 1</b>	<b>Bid with Alt 1</b>
<b>Lenci Enterprises, Inc.</b>	<b>\$445,862.00</b>	<b>(\$39,600.00)</b>	<b>\$406,262.00</b>
J & J Contracting, LLC	\$567,979.05	(\$37,000.00)	\$530,949.05
Max Gray Construction, Inc.	\$577,294.92	(\$1,060.00)	\$576,234.92
<i>Engineer's Estimate</i>	<i>\$476,791.50</i>	<i>(\$43,000.00)</i>	<i>\$433,791.50</i>

## SEH RECOMMENDATION:

Based on the company reputation of Lenci Enterprises, Inc., it is our recommendation that the City of Tower award the Snow Removal Equipment (SRE) Building project to Lenci Enterprises, Inc., contingent on reception of the FAA and MnDOT Aeronautics grants. It is our recommendation to award the base bid contract. Alternate 1 is not recommended due to its higher annual operating costs

In reliance on our experience with all of the contractors and information provided in the bid packages, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction

for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

**PROJECT COST SUMMARY:**

The following table are the costs of the project components for this year's FAA grant:

Construction Costs (Lenci Enterprises, Inc.)	\$ 445,862.00
Construction Administration (SEH)	\$ 57,500.00
<u>Administrative Costs (City of Tower)</u>	<u>\$ 3,000.00</u>
<b>TOTAL PROJECT COSTS (APPROX):</b>	<b>\$ 506,362.00</b>

Funding for the project will be provided by the FAA. An FAA entitlement grant will provide 90 percent of the project funding. The project will also be supplemented with an additional 10 percent CARES Act funding grant, resulting a zero percent local share.

**PROJECT SCHEDULE**

The FAA grant application is required to be submitted by June 15, 2020. It is expected the City will receive the grant in mid-summer, with construction occurring in 2021.



TABULATION OF BIDS

Snow Removal Equipment (SRE) Building Tower Municipal Airport SEH No.: TOWER 152656 Bid Date: 2:00 p.m., Wednesday, June 3, 2020				Engineer's Estimate \$476,101.50		Lenci Enterprises, Inc. PO Box 6 Virginia, MN 55792 \$445,862.00		J & J Contracting LLC 1210 Industrial Ave. International Falls, MN 56649 \$567,949.05		Max Gray Construction, Inc. 2501 5th Ave W., PO Box 689 Hibbing, MN 55746 \$577,294.92	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	GENERAL CONDITIONS	LS	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$38,400.00	\$38,400.00	\$68,815.00	\$68,815.00
2	FIELD OFFICE	LS	1	8,000.00	8,000.00	600.00	600.00	2,500.00	2,500.00	1,162.00	1,162.00
2051.501	MAINTENANCE AND RESTORATION OF HAUL	LS	1	3,300.00	3,300.00	2,700.00	2,700.00	3,127.00	3,127.00	3,127.00	3,127.00
C-105	MOBILIZATION	LS	1	30,000.00	30,000.00	8,300.00	8,300.00	15,800.00	15,800.00	9,243.00	9,243.00
1000	CONCRETE FLOOR & FOUNDATIONS	CY	88	1,000.00	88,000.00	750.00	66,000.00	842.40	74,131.20	962.51	84,700.88
1001	BOLLARDS	EA	4	550.00	2,200.00	900.00	3,600.00	1,060.00	4,240.00	954.00	3,816.00
1002	STRUCTURE INSULATION	SF	720	2.75	1,980.00	3.00	2,160.00	26.40	19,008.00	2.57	1,850.40
*	*NOT USED*	*	*		0.00	0.00	0.00	0.00	0.00	0.00	0.00
1004	PRE-ENGINEERED METAL BUILDING	LS	1	81,330.00	81,330.00	97,800.00	97,800.00	153,741.00	153,741.00	166,402.00	166,402.00
1005	OVERHEAD DOOR	LS	1	11,000.00	11,000.00	9,300.00	9,300.00	12,879.00	12,879.00	9,328.00	9,328.00
1006	STRUCTURE EXCAVATION	CY	1348	10.00	13,480.00	11.50	15,502.00	13.60	18,332.80	13.56	18,278.88
1007	STRUCTURE BACKFILL	CY	1237	30.00	37,110.00	25.00	30,925.00	29.05	35,934.85	29.04	35,922.48
2000	HVAC	LS	1	80,000.00	80,000.00	72,500.00	72,500.00	73,193.00	73,193.00	66,038.00	66,038.00
2001	PLUMBING	LS	1	40,000.00	40,000.00	31,000.00	31,000.00	31,376.00	31,376.00	25,970.00	25,970.00
3000	BUILDING ELECTRICAL	LS	1	20,000.00	20,000.00	30,000.00	30,000.00	29,680.00	29,680.00	29,680.00	29,680.00
3001	ELECTRICAL DEMOLITION	LS	1	5,000.00	5,000.00	1,000.00	1,000.00	3,286.00	3,286.00	3,286.00	3,286.00
3002	ELECTRICAL SERVICE CONDUCTORS	LS	1	10,000.00	10,000.00	12,600.00	12,600.00	13,780.00	13,780.00	13,780.00	13,780.00
3003	AIRFIELD ELECTRICAL CONDUCTORS	LS	1	5,000.00	5,000.00	9,500.00	9,500.00	5,830.00	5,830.00	5,830.00	5,830.00
2104.505	Remove Bituminous Pavement (4")	SY	70	11.00	770.00	4.00	280.00	5.00	350.00	5.00	350.00
2104.514	Sawing Bituminous Pavement (Full Depth)	LF	100	4.40	440.00	4.00	400.00	5.00	500.00	5.00	500.00
2105.601	Site Grading	LS	1	4,950.00	4,950.00	5,200.00	5,200.00	6,093.94	6,093.94	6,094.00	6,094.00
2211.503	Aggregate Base (CV), Class 5	CY	20	44.00	880.00	25.00	500.00	29.50	590.00	29.39	587.80
2350.502	Bituminous Patching	SY	40	99.00	3,960.00	89.00	3,560.00	104.00	4,160.00	37.10	1,484.00
24	1" HDPE Water Service Pipe	LF	40	44.00	1,760.00	56.00	2,240.00	65.75	2,630.00	65.67	2,626.80
2503.604	4" INSULATION	SY	25	44.00	1,100.00	45.00	1,125.00	53.50	1,337.50	53.03	1,325.75
2502.602	4" PVC Pipe Drain Cleanout	EA	1	330.00	330.00	450.00	450.00	585.00	585.00	562.86	562.86
2503.511	4" PVC Pipe Sewer, SCH 40 (0-8' Depth)	LF	40	55.00	2,200.00	37.00	1,480.00	43.78	1,751.20	43.78	1,751.20
2503.602	4" PVC Wye	EA	1	325.00	325.00	60.00	60.00	75.05	75.05	75.05	75.05
2503.602	Connect to Exist. 4" Sanitary Sewer Service	EA	1	1,000.00	1,000.00	125.00	125.00	165.00	165.00	156.35	156.35
2504.602	Connect to Exist. Water Service	EA	1	2,200.00	2,200.00	225.00	225.00	280.90	280.90	281.43	281.43
2504.604	1" Curb Stop and Box	EA	1	600.00	600.00	480.00	480.00	562.86	562.86	562.86	562.86
2521.501	Concrete Walk (6" Thick)	SF	270	16.50	4,455.00	9.00	2,430.00	7.45	2,011.50	10.60	2,862.00
2301.504	Concrete Pavement (6" Thick)	SY	50	33.00	1,650.00	70.00	3,500.00	103.88	5,194.00	90.10	4,505.00
2573.503	Silt Fence, Type Preassemble (Includes Maintenance)	LF	350	3.30	1,155.00	4.20	1,470.00	5.00	1,750.00	5.00	1,750.00
2575.501	Turf Establishment	ACRE	0.1	440.00	44.00	6,000.00	600.00	7,505.00	750.50	7,504.80	750.48
2573.503	SEDIMENT CONTROL LOG TYPE ROCK	LF	75	5.50	412.50	16.00	1,200.00	18.77	1,407.75	18.76	1,407.00



TABULATION OF BIDS

<b>Snow Removal Equipment (SRE) Building</b> <b>Tower Municipal Airport</b> <b>SEH No.: TOWER 152656</b> <b>Bid Date: 2:00 p.m., Wednesday, June 3, 2020</b>				Engineer's Estimate \$476,101.50		Lenci Enterprises, Inc. PO Box 6 Virginia, MN 55792 \$445,862.00		J & J Contracting LLC 1210 Industrial Ave. International Falls, MN 56649 \$567,949.05		Max Gray Construction, Inc. 2501 5th Ave W., PO Box 689 Hibbing, MN 55746 <b>\$577,294.92</b>	
<b>Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Est. Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
2573.502	STORM DRAIN INLET PROTECTION	EA	1	150.00	150.00	250.00	250.00	315.00	315.00	312.70	312.70
2575	EROSION CONTROL BLANKET- WOOD FIBER	SY	400	3.30	1,320.00	4.50	1,800.00	5.50	2,200.00	5.30	2,120.00
<b>Total Base Bid Price</b>				476,101.50		445,862.00		567,949.05		<b>577,294.92</b>	
<b>Alternate 1</b>											
0	HVAC System Reductions	LS	1	(43,000.00)	(43,000.00)		(39,600.00)		(37,000.00)		(1,060.00)
<b>TOTAL BID PRICE</b>				<b>\$433,101.50</b>		<b>\$406,262.00</b>		<b>\$530,949.05</b>		<b>\$576,234.92</b>	

Shaded area denotes corrected figure

ARCHITECT/ENGINEER AGREEMENT  
Between

City of Tower, Minnesota

---

(OWNER)

and

Short Elliott Hendrickson Inc.

---

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Tower, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Tower Municipal Airport, entitled:

Snow Removal Equipment Building - Construction Services

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
  - 1) Travel and subsistence.
  - 2) Computer services.
  - 3) Outside professional and technical services.
  - 4) Identifiable reproduction and reprographic charges.
  - 5) Expendable field supplies and special field equipment rental.
  - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

#### ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

#### ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

#### ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

#### ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

#### ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

#### ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
  2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.

3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.

13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.

B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

#### ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

#### ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

#### ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents

and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

#### ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

#### ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

#### ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

#### ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

#### ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.  
3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City of Tower, Minnesota  
c/o City Administrator  
City Hall  
602 Main Street  
Tower, MN 55790

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**City of Tower, MN**  
\_\_\_\_\_  
OWNER

**Short Elliott Hendrickson Inc.**  
\_\_\_\_\_  
CONSULTANT

By \_\_\_\_\_

By   
\_\_\_\_\_

Attest \_\_\_\_\_

Attachments: A, B, C

## ATTACHMENT A

### PROPOSAL FOR ENGINEERING SERVICES

#### CITY OF TOWER, MINNESOTA SNOW REMOVAL EQUIPMENT BUILDING CONSTRUCTION TOWER MUNICIPAL AIRPORT

#### *CONSTRUCTION ADMINISTRATION / OBSERVATION / CLOSEOUT*

##### PROJECT SCOPE:

This project consists of construction administration services for the construction of a Snow Removal Equipment (SRE) building at the Tower Municipal Airport. The SRE building will allow for increased storage space for the snow removal equipment used at the Tower Municipal Airport. The airport currently does not have any maintenance, snow removal, or storage facilities on property. The closest maintenance garage is over two miles away.

The size of the building is 40 feet by 40 feet and will be located west of the existing A/D building.

This proposal will provide engineering services associated with the construction phase of the project. The time of substantial completion for construction is 180 calendar days. It is anticipated that work will be performed during the weekdays, with occasional work on Saturday. Construction is anticipated to start in the spring of 2021, pending weather and site conditions, as well as receipt of the Federal Aviation Administration (FAA) grant by the City of Tower.

##### SCOPE OF SERVICES:

Services to be provided for under this proposal include professional engineering for construction observation, management and administration. Specific tasks to be performed by the SEH include the following:

1. Bidding and Award: Assist the Owner with obtaining construction bids for proposed improvements, including conducting a videoconference pre-bid meeting. Assist the Owner with securing a grant from the FAA for this project. Facilitate bid opening, tabulate bids, and make a recommendation to the Owner on award of construction contract.

The recommendation for award may include options for construction scope reduction such as change in building structure type (metal to wood) and water service deletion. Other construction scope reduction options or alterations to the bid documents would require additional engineering services that are not included in the scope of work.

2. Preconstruction Activities. A preconstruction conference will be held prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. SEH will administer the preconstruction conference via videoconference, issue notifications, and record meeting minutes.
3. Submittal and Shop Drawing Review. SEH will review product and material data, equipment and material shop drawings, building layout, foundation and slab review, material samples, concrete mixture design, samples, and other items required to be submitted by the contractor.
4. Construction Observation. SEH will provide part-time construction observation for the duration of the project, for a total of approximately 80 hours including travel time and reimbursables assuming five (5) trips. SEH will have a Resident Project Representative (RPR) on-site to observe critical elements of construction to ensure that construction is performed in accordance with contract documents. The RPR will document and record construction progress through monthly progress reports.

Proposal for Engineering Services - Construction  
City of Tower, Minnesota

Further duties of the RPR while on site include monitoring the Contractor's schedule, safety plan implementation, security plan compliance, general communication, adherence to technical specifications, and project drawing execution.

5. Progress Meetings. It is anticipated that twelve (12) 1-hour progress meetings will be scheduled during construction, assuming biweekly meetings for 180 calendar day construction duration. The progress meeting will be attended by videoconference by the project engineer and RPR. Other SEH staff such as the project manager and other engineers will occasionally attend (approximately eight 1-hour meetings total for all staff).
6. Pay Estimates. SEH will prepare multiple partial pay estimates and one final pay estimate upon completion of construction. There will be approximately six (6) pay estimates, one per month during the 180 calendar day construction duration, and one final pay estimate. Actual completed quantities will be tabulated for use in preparing pay estimates.
7. Final Inspection / Punch list. One (1) final inspection will be conducted by SEH after completion of the project. In-person attendance will include the project engineer, RPR, and subconsultants. SEH will issue notifications and prepare a punch list of any outstanding items needing correction.
8. Record Drawings. Record drawings will incorporate any modifications or additions that occurred during construction. Review of the contractor's as-builts by the RPR during the final inspection will occur as part of this process. One record drawing set will be plotted and distributed to the City for their records. Electronic (.pdf) file transmission of the record drawings will also be provided.
9. As-Built Airport Layout Plan (ALP) Update. Update ALP with SRE Building location. The ALP Sheet and the Building Area Plan will be updated and routed to the City, MnDOT and FAA for review and approval. This is a special condition of your FAA grant, and is required to be completed prior to closeout.
10. FAA Project Closeout Report. The Consultant will prepare a "Project Closeout Report" as required by the FAA and using "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).
11. Subcontractor Coordination: Coordination with subcontractors, including contracting, scheduling, utility coordination, and airport inspection and investigation.
12. Project Management. Time required for the overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the City, Contractor, FAA, MnDOT, and other regulatory agencies and utilities.
13. Airport Meetings – Attend approximately six (6) airport commission meetings via videoconference, including preparation of memorandums for these meetings to provide construction updates.

Subconsultants performing work under this proposal include the following:

1. Braun Intertec. Quality assurance testing for subgrade compaction, concrete foundations, and pavement work as well as special structural inspections as required such as steel reinforcing bar inspections will be performed by Braun Intertec, of St. Cloud, Minnesota. Refer to attachment for detailed scope.
2. Barr Engineering. Electrical and Mechanical reviews and inspections will be completed by Barr Engineering of Bloomington, Minnesota. Refer to attachment for detailed scope.

Exclusions from the scope of work include the following, and may be provided as an additional service:

Proposal for Engineering Services - Construction  
City of Tower, Minnesota

1. Establish Survey Control - Provide survey control for the project. Establish control points for horizontal and vertical control to provide to the Contractor.
2. Project Closeout - Disadvantaged Business Enterprise (DBE) Requirements – Review and submit the required documentation to confirm the Contractor's compliance with the DBE program and goals for this project, or provide evidence of "good faith efforts" to meet DBE requirements.
3. Warranty Inspection Site Visit – Complete a warranty inspection site visit prior to the expiration of the warranty period to identify and document any issues to be resolved by the Contractor as part of the warranty guarantee.
4. City Council Meetings – Attending in-person or videoconference meetings, or preparation of memorandums for these meetings to provide construction updates.

April 28, 2020

Ms. Ariel Christenson, PE  
**Short, Elliott, Hendrickson, Inc.**  
3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

**Re: Tower, MN Airport - 2020 Tower SRE Building  
Proposal for Construction Phase Electrical and Mechanical Engineering Services**

Dear Ariel:

Thank you for contacting us regarding construction phase services for the Tower, MN Airport 2020 SRE building project. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the construction phase of this project.

**PROJECT DESCRIPTION**

Our understanding is this project is the continuation of the recently designed Tower, MN Airport 2020 SRE building project, for the construction phase services of this project. Below we outline the proposed scope of services, and associated fees.

**SCOPE OF SERVICES**

In support of your efforts, Barr proposes to provide the following subconsultant services to SEH. All tasks indicated include both electrical and mechanical construction phase services:

1. Shop drawing submittal review.
2. Respond to RFI's submitted by the contractor for electrical and mechanical systems.
3. One site visit for electrical and mechanical systems construction observation at final completion with associated memorandum.
4. Review and implementation of as-built drawings at conclusion of construction.

<b>PROPOSED FEES</b>
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Barr Engineering proposes to provide the outlined scope of services to SEH on an hourly basis to a maximum budget of \$8,000 for the indicated scope.

Reimbursable amounts such as automobile mileage are included, and services are billed monthly according to the work completed.

We appreciate this opportunity to continue working with you on this project. Please call with any questions or comments.

Sincerely,

**BARR ENGINEERING CO.**



Mark E. Ziemer, P.E.  
Senior Electrical Engineer

June 3, 2020

Proposal QTB121403

Ms. Ariel Christenson, PE  
SEH, Inc.  
3535 Vadnais Center Drive  
St. Paul, MN 55110

Re: Proposal for Special Inspection and Testing Services  
Snow Removal Equipment (SRE) Building  
Tower Municipal Airport  
5800 Hoodoo Point Road  
Tower, Minnesota

Dear Ms. Christenson:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspection and testing services for the Snow Removal Equipment Building project in Tower, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

## **Our Understanding of Project**

We understand this project will include the construction of a new Snow Removal Equipment Building located at the Tower Municipal Airport. The proposed facility will consist of a pre manufactured building and structural steel supported on cast in place concrete footings and walls. Site work associated with the facility will consist of a concrete stoop and apron, and site utilities.

## **Available Information**

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by SEH, dated May 13, 2020.
- Special Inspection and Testing Schedule prepared by SEH, dated May 13, 2020.
- A geotechnical report for the Proposed Snow Removal Equipment Building prepared by Braun Intertec Corporation, Project Number B1910207, dated February 28, 2020.

## **Project Approach and Staff Qualifications**

### **Special Inspections**

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

### **Qualifications and Experience**

ICC certified special inspectors or experienced technicians working under the direction of a professional engineer will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

### **Inspections and Reporting**

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

### **Communications**

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

### **Construction Materials Testing**

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

## Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information to determine compliance with project plans and/or specifications, other design or construction documents, and applicable ASTM and other industry standards, our scope of services for the project will be limited to the tasks defined below.

### Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below building footprints and oversizing areas, below slabs and/or pavements, foundation wall backfill, utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.
- Engineering oversight and review of the services provided.

### Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the placement of anchor bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, exterior apron, and pavement, as requested.
- Observe the concrete placement of all cast-in-place concrete and test sample preparation.
- Perform laboratory compressive strength testing of the concrete samples including field cures as needed.

### **Paving Related Services**

- Perform extraction and extracted aggregate gradation tests on bituminous samples.
- Perform laboratory density on bulk samples of bituminous mixes for mix design evaluation.

### **Structural Steel Related Services**

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and document the installation of the base plate anchor bolts.

### **Engineering Consulting and Project Communication and Reporting Services**

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

### **Basis of Scope of Work**

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will occur in 2020, and will be substantially complete 180 days from NTP.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The earthwork phase of the project will be substantially complete in seven (7) trips. We have assumed that periodic earthwork observation and testing will be required.
- Concrete placements for the structure will be observed throughout the duration by our technician as required by the IBC and project documents.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.

- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site specific training or gear is required to complete our scope of services.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

## Cost

We will furnish the services described in this proposal for an estimated fee of **\$9,935**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if time frames are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. We have not included premiums for overtime; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and material basis and additional

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Agreement for Professional Services dated July 2, 2008

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Aaron M. Tast  
Aviation Account Leader, Senior Project Manager



Shaun W. Sevigny, PE  
Business Unit Leader

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The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

# Project Proposal

QTB121403

## Snow Removal Equipment (SRE) Building

**Client:**

SEH, Inc.  
Ariel Christenson  
3535 Vadnais Center Dr  
Saint Paul, MN 55110

**Work Site Address:**

Tower Municipal Airport  
5800 Hoodoo Point Rd  
Tower, MN 55790

**Service Description:**

Constuction & Special Inspection  
Tower Municipal Airport

	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>Construction and Materials Testing</b>				
<b>Activity 1.1</b>	<b>Soil Observations and Testing</b>				<b>\$2,950.00</b>
206	Excavation Observations	8.00	Hour	100.00	\$800.00
207	Compaction Testing - Nuclear	12.00	Hour	78.00	\$936.00
1308	Nuclear moisture-density meter charge, per hour	12.00	Each	12.00	\$144.00
209	Sample pick-up	4.00	Hour	78.00	\$312.00
1318	Moisture Density Relationship (Proctor)	2.00	Each	175.00	\$350.00
1861	CMT Trip Charge	6.00	Each	68.00	\$408.00
<b>Activity 1.2</b>	<b>Concrete Observations and Testing</b>				<b>\$3,748.00</b>
260	Concrete Observations	4.00	Hour	100.00	\$400.00
261	Concrete Testing	24.00	Hour	78.00	\$1,872.00
278	Concrete Cylinder Pick up	6.00	Hour	78.00	\$468.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	20.00	Each	30.00	\$600.00
1861	CMT Trip Charge	6.00	Each	68.00	\$408.00
<b>Activity 1.3</b>	<b>Structural Steel Observations</b>				<b>\$796.00</b>
605	ICC Structural Steel Technician	6.00	Hour	110.00	\$660.00
1664	NDE Trip charge	2.00	Each	68.00	\$136.00
<b>Activity 1.4</b>	<b>Pavement Testing</b>				<b>\$745.00</b>
209	Sample pick-up	3.00	Hour	80.00	\$240.00
1530	Asphalt Content, per sample	1.00	Each	150.00	\$150.00
1532	Extracted Aggregate Gradation, per sample	1.00	Each	100.00	\$100.00
1528	Rice Specific Gravity, per sample	1.00	Each	80.00	\$80.00
1568	Gyratory Gravity, per sample	1.00	Each	175.00	\$175.00
<b>Activity 1.5</b>	<b>Project Management</b>				<b>\$1,560.00</b>
238	Project Assistant	2.50	Hour	80.00	\$200.00
226	Project Manager	3.00	Hour	150.00	\$450.00
228	Senior Project Manager	4.00	Hour	165.00	\$660.00
1230	SI Report	1.00	Each	250.00	\$250.00
<b>Phase 1 Total:</b>					<b>\$9,799.00</b>

<b>Proposal Total:</b>	<b>\$9,799.00</b>
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# Project Proposal

QTB121403

## Snow Removal Equipment (SRE) Building

**Client:**

SEH, Inc.  
Ariel Christenson  
3535 Vadnais Center Dr  
Saint Paul, MN 55110

**Work Site Address:**

Tower Municipal Airport  
5800 Hoodoo Point Rd  
Tower, MN 55790

**Service Description:**

Constuction & Special Inspection  
Tower Municipal Airport

	Description	Quantity	Units	Unit Price	Extension
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206	Excavation Observations	8.00	Hour	100.00	\$800.00
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1318	Moisture Density Relationship (Proctor)	2.00	Each	175.00	\$350.00
1861	CMT Trip Charge	6.00	Each	68.00	\$408.00
<b>Activity 1.2</b>	<b>Concrete Observations and Testing</b>				<b>\$3,816.00</b>
260	Concrete Observations	4.00	Hour	100.00	\$400.00
261	Concrete Testing	24.00	Hour	78.00	\$1,872.00
278	Concrete Cylinder Pick up	6.00	Hour	78.00	\$468.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	20.00	Each	30.00	\$600.00
1861	CMT Trip Charge	7.00	Each	68.00	\$476.00
<b>Activity 1.3</b>	<b>Structural Steel Observations</b>				<b>\$796.00</b>
605	ICC Structural Steel Technician	6.00	Hour	110.00	\$660.00
1664	NDE Trip charge	2.00	Each	68.00	\$136.00
<b>Activity 1.4</b>	<b>Pavement Testing</b>				<b>\$813.00</b>
209	Sample pick-up	3.00	Hour	80.00	\$240.00
1530	Asphalt Content, per sample	1.00	Each	150.00	\$150.00
1532	Extracted Aggregate Gradation, per sample	1.00	Each	100.00	\$100.00
1528	Rice Specific Gravity, per sample	1.00	Each	80.00	\$80.00
1568	Gyratory Gravity, per sample	1.00	Each	175.00	\$175.00
1861	CMT Trip Charge	1.00	Each	68.00	\$68.00
<b>Activity 1.5</b>	<b>Project Management</b>				<b>\$1,560.00</b>
238	Project Assistant	2.50	Hour	80.00	\$200.00
226	Project Manager	3.00	Hour	150.00	\$450.00
228	Senior Project Manager	4.00	Hour	165.00	\$660.00
1230	SI Report	1.00	Each	250.00	\$250.00
<b>Phase 1 Total:</b>					<b>\$9,935.00</b>

<b>Proposal Total:</b>	<b>\$9,935.00</b>
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**ATTACHMENT B**  
**ESTIMATED FEES AND EXPENSES**  
**SNOW REMOVAL EQUIPMENT BUILDING**  
**Construction Administration, Observation and Closeout**  
**Tower Municipal Airport**

Task No.	Task Description	Project Manager	Project Engineer	Resident Project Representative	Civil Engineer	Civil Technician	Architect	Admin Technician
1	Bidding and Award	6	8		2		2	
2	Preconstruction Activities		8	4	2			4
3	Submittal and Shop Drawing Review		20		2	4	4	
4	Construction Observation			80				
5	Progress Meetings	4	12	12	4			
6	Pay Estimates		8	4	4			
7	Final Inspection/Punchlist	4	10	10				
8	Record Drawings		8			20		
9	As-Built ALP Update		2			6		
10	FAA Project Close-out Report		6			6		4
11	Subcontractor Coordination	2	6					
12	Project Management	4			4			
13	Airport Meetings		6					
	Total hours per labor category	20	94	110	18	36	6	8

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Manager	20	\$76.52	\$1,530.46
Project Engineer	94	\$41.05	\$3,858.59
Resident Project Representative	110	\$31.67	\$3,483.48
Civil Engineer	18	\$64.45	\$1,160.08
Civil Technician	36	\$31.53	\$1,135.18
Architect	6	\$38.31	\$229.88
Admin Technician	8	\$30.32	\$242.53

Total Direct Labor Costs: 292 \$11,640.20

Salary Overhead (35%) \$4,074.07

General and Administrative Overhead (137%) \$15,947.07

**Total Labor Costs \$31,661.34**

Fee (15%) \$4,749.20

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Subconsultant -- Quality Assurance Testing (Braun Intertec)	1	\$9,935.00	\$9,935.00
Subconsultant -- Electrical and Mechanical (Barr)	1	\$8,000.00	\$8,000.00
Employee Mileage	2556	\$0.57	\$1,456.92
Per Diem	5	\$124.00	\$620.00
Equipment Usage	292	\$3.00	\$876.00
Reproductions / Miscellaneous	1	\$200.00	\$200.00

**Total Expenses \$21,087.92**

**SUMMARY:**

Total Labor Costs + Expenses \$57,498.46

**Estimated Total \$57,500.00**

## ATTACHMENT C

### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public

accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

### **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

### **A1.1.1 RACE/GENDER NEUTRAL LANGUAGE**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

#### **FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

## CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

- a) The applicant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is ( ) is not ( ✓ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **Termination for Convenience (Professional Services)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**Project Name:** 2019 Public Restroom Facility  
**Project Location:** Airlake Airport (LVN) - Lakeville, MN  
**SEH File No.:** MAC00 151521  
**MAC Contract No.:** 113-3-016

**Report No.:** 15  
**Phase:** -  
**Working Day:** 23  
**Date:** Friday, May 22, 2020  
**Start Time:** 7:00 A.M.  
**Finish Time:** 4:30 P.M.  
**Weather:** H71, L60, Cloudy.  
**SEH RPR(s) On Site:** Jake Stiebler, Jack Hawksford

**NOTAMs:**

**Contractors/Consultants Present:** Meisinger Construction, RRI Masonry & Construction, Element

**Construction Equipment Present:** 1 Paver, 1 Skid Loader, 3 Rollers, 4 Dump Trucks

**Material Delivered On-Site:** Exterior golden buff and dark sandstone brick delivered yesterday.

**Location of Work:**

**Description of Work:** Meisinger Construction and RRI Masonry & Construction on site at 7:00 A.M. RRI installed foam board insulation and began placing exterior brick. Pine Bend Paving on site at 11:30 A.M. to grade subgrade, place aggregate base, and pave bituminous drive-up apron.

**Work Anticipated Next Day:** Next week, RRI to continue placing exterior brick.

**Testing Summary:** Dave from Element on site at 12:45 P.M. Tested subgrade with 2 nuke tests, passed. Tested aggregate base with 2 nuke tests and 2 DCP tests, passed. Took an aggregate sample for lab testing. Tested bituminous with 2 nuke tests, passed. Took a bituminous sample for lab testing.

**Environmental Summary:** Biorolls in place around construction site.

**RPR Notes:** Field-engineered drive-up apron grades to drain south of the sidewalk stub, and then to the east and west, and then to the north towards the ditch network.

**Engineer's Remarks:**

**Contractor's Requests/Questions:**

**Unusual or Unsatisfactory Conditions:**

**Construction Safety:** Low-profile barricades are in place at the locations shown on the plans.

**Quantities:**

	<p align="center"><b>Weekly Construction Observation Report</b></p>		<p><b>SEH File No.</b> MAC00 151521 <b>MAC Contract No.</b> 113-3-016</p>	<p><b>Report No.</b> 4  <b>Date</b> 05/18/2020</p>
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**Project:** 2019 Public Restroom Facility  
**Location:** Airlake Airport (LVN)

**SEH RPR(s):** Jake Stiebler

### **Week of 05/10/2020**

- **Monday** - *H55, L39, Mostly Sunny* - Robert Ross began erecting above-grade glazed block walls.
- **Tuesday** - *H59, L30, Mostly Sunny* - Robert Ross continued erecting above-grade glazed block walls.
- **Wednesday** - *H64, L45, Cloudy* - Robert Ross continued erecting above-grade glazed block walls.
- **Thursday** - *H74, L47, Mostly Sunny* - Robert Ross continued erecting above-grade glazed block walls. Wendt Masonry poured concrete stoop and sidewalk for the building as well as the bollard foundations.
- **Friday** - *H71, L49, Sunny* - Robert Ross finished erecting above-grade glazed block walls.
- **Saturday** - No work on site.

### **Projected Schedule**

- **Next Week** - Installation of insulation and exterior brick to begin.

**Please See Attached Project Photos**

**Robert Ross Masonry & Construction erecting glazed block walls**



**Robert Ross Masonry & Construction installed glass block window on west wall**



**Wendt Masonry pouring concrete stoop and sidewalk**



# STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner Natural Resources ("STATE") and Lake County, 601 3<sup>rd</sup> Avenue, Two Harbors, MN 55616 ("GRANTEE").

## Recitals

1. Under Minn. Laws 2015, 1st Special Session, Chapter 4, Article 4, Section 142 the State has allocated funds to enter into this grant.
2. The Grantee has been allocated funds for the construction, including bridges, of the Prospectors ATV Trail System.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minnesota Statutes §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## Grant Contract

### 1 Term of Grant Contract

1.1 **Effective date:** June 27, 2017. Per MN Statute 16B.98, Subd. 5 and Subd. 7, this contract is not valid and no payments will be made to the Grantee until this grant contract is fully executed, however, eligible expenses may be incurred as of June 27, 2017. The effective date is subject to restrictions in Attachment A.

1.2 **Expiration date:**

June 30,2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue, 15 Data Disclosure and Program Requirements.

### 2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minnesota Statutes §16B.97](#),

Subd. 4 (a) (1).

Comply with Attachment A, Project Budget, which is incorporated by reference and made a part of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the STATE.

### 3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

### 4 Consideration and Payment

4.1 **Consideration.**

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation:** The Grantee will be paid for all services performed pursuant to this grant contract not to exceed \$1,000,000.00.

**(b) Matching Requirement:** If total project cost exceeds the grant amount, the Grantee must provide matching dollars to complete the project as described in Attachment A.

**(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed: One million dollars.

Funds made available pursuant to this Contract shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Contract, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

**4.2 Payment**

The State shall disburse funds to the Grantee pursuant to this Contract on a reimbursement basis, based upon a payment request and required expenditure documentation submitted by the Grantee and reviewed and approved by the State. The Grantee shall be limited to no more than four payment requests during the period covered by this Contract. The Grantee shall submit a final billing within 30 days of the end of the project period.

After completion of the Project, the Grantee shall certify to the State that the Project, as conducted, conforms to the approved project. Said certification must be filed with the State prior to final reimbursement for the Project by the State.

**4.3 Contracting and Bidding Requirements**

Per [Minn. Statute §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a)** If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2)
- (b)** If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c)** If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2)

- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## 5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representative

The State's Authorized Representative is **Audrey Mularie, Park Grant Specialist, MNDNR, 500 Lafayette Road, St. Paul, MN 55155, 651-259-5549, [audrey.mularie@state.mn.us](mailto:audrey.mularie@state.mn.us)** or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Mr. Nathan Eide, Land Commissioner, 601 3<sup>rd</sup> Avenue, Two Harbors, MN 55616, 218-834-8340 [nate.eide@co.lake.mn.us](mailto:nate.eide@co.lake.mn.us) . If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Contract Complete

### 7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### 7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### 7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### 7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## 8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 10 Government Data Practices and Intellectual Property Rights

### 10.1 *Government Data Practices*

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

### 10.2 *Intellectual Property Rights*

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim

brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## **11 Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Signage, Publicity and Endorsement**

12.1 *Signage* Any site developed or improved by this grant contract shall display a sign at a prominent location and in a form approved by the State.

12.2 *Publicity*. Any publicity regarding the subject matter of this grant contract must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.3 *Endorsement*. The Grantee must not claim that the State endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

### **14.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

## **15 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and

state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**16 Americans with Disabilities Act**

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines. Information on compliance with the Americans with Disabilities Act is available at <http://www.access-board.gov>.

**17 Reporting Requirements**

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the state.

**18 Inspections**

The State's authorized representatives shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

**19 Resource Management and Protection**

The Grantee shall protect, manage and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

**20 Invasive Species Prevention**

The Grantee shall comply with all provisions of state laws, rules, and permits regarding control of invasive species.

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Grantee and/or contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site. If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Grantee and/or contractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The Grantee shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

21 Program Requirements

CONVERSION OF USE:

The Recipient shall not at any time convert any property acquired or developed pursuant to this Contract to uses other than those specified in this Contract without the prior written approval of the State, until a period of twenty years from the time the designated Funds are no longer available for the Project, has expired. Property acquired in a trail acquisition project requires a perpetual easement for recreational purposes.

22 Conflict of Interest

It is the policy of the State of Minnesota to work to deliberately avoid actual, potential and perceived conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed: Maria Domy

Date: 6.27.17

SWIFT Contract/PO No(s): 127487

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: Land Commissioner

Date: 8/17/17

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

3. STATE AGENCY

By: [Signature]

(with delegated authority) Title: Deputy Director

Date: 8/22/2017

CJA 082117

Distribution:  
Agency

## Attachment A Project Budget

**Recipient:** County of Lake

**Grant:** PT17-001 Prospectors ATV Trail System

**Grant Amount:** \$1,000,000

**Local Match:** \$0

**Total Cost:** \$1,000,000

**Project Scope:**

\$1,000,000 the second year is from the natural resources fund for a grant to Lake County for construction, including bridges, of the Prospectors ATV Trail System linking the communities of Ely, Babbitt, Embarrass, and Tower; Bear Head Lake and Lake Vermilion-Soudan Underground Mine State Parks; the Taconite State Trail; and the Lake County Regional ATV Trail System. Of this amount, \$900,000 is from the all-terrain vehicle account, \$50,000 is from the off-highway motorcycle account, and \$50,000 is from the off-road vehicle account. This is a onetime appropriation.

**Notes / Conditions:**

No construction can begin until the Grantee provides and the State Authorized Representative approves land ownership documentation ensuring control of the property for a minimum of 20 years.

**Project Components**

**Estimated Total Cost**

Construction, including Bridges of the Prospectors ATV Trail System	\$1,000,000
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Total Cost	\$1,000,000
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**MISCELLANEOUS LEASE**

For the use of City of Tower Land – Tower Harbor  
as authorized by the City Council

LESSEE (name, address, phone number)	LESSOR
Lake County Land Department Attn: Nate Eide 601 Third Avenue Two Harbors, MN 55616	City of Tower PO Box 576 Tower, Minnesota 55790 218-726-2606

For the **THIRTY YEAR lease period**, pursuant to the authority provided under Minnesota Statutes § 92.502(d), and City of Tower Resolution #####, the Lessor, does hereby lease to the Lessee the following described lands as described on **Exhibit A (Legal Descriptions)** and illustrated on **Exhibit B (Maps)** for ATV trail purposes.

For the lease period ending **September 30, 2049**, unless sooner revoked or terminated. This document supersedes any previously issued authorization or lease agreement relating to the lands described in Exhibit A and depicted in Exhibit B.

This lease site is subject at all times to land disposal, timber sale, and other leasing and land management activities by the Lessor, and to all the conditions, provisions, and terms attached hereto as Exhibit(s): **A (Legal Descriptions), B (Maps), C (Special Terms and Conditions), D (MN Noxious Weeds)**.

This lease is also subject to GO Grant Agreement PT 17.001 (**Exhibit E**). Terms and conditions of the GO Grant Agreement control over any inconsistent provisions of this lease.

The Prospector Trail Alliance is a third party beneficiary of this lease and, by signature below, has acknowledged its status as a third party beneficiary and agrees to certain terms regarding indemnity and insurance as set forth in Exhibit C.

LESSEE  
Lake County

LESSOR  
City of Tower

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

THIRD PARTY BENEFICIARY  
The Prospector Trail Alliance

I, Nick Wognum, President of The Prospector Trail Alliance, state that I have the authority to bind The Prospector Trail Alliance. On behalf of the organization, I acknowledge its status as a third party beneficiary of this lease and agree to certain terms regarding indemnity and insurance as set forth in Exhibit C. Notices to be sent pursuant to the terms of this lease shall be addressed as follows:

Ron Potter  
Trail Administrator  
The Prospector Trail Alliance  
4004 Swanson Shores  
Ely, MN 55731  
(218) 235-0382

\_\_\_\_\_  
Nick Wognum, President

Date: \_\_\_\_\_



Building a Better World  
for All of Us®

**EXHIBIT A**  
**City Of Tower – Tower Harbor**

**Burdened Property Legal Land Description:**

Outlot G, Outlot F, and Lot 3, Block 3, TOWER HARBOR, according to the recorded plat thereof, St. Louis County, Minnesota.

**Proposed Easement Description:**

A variable width strip of land over and across part of Outlot G, Outlot F, and Lot 3, Block 3, TOWER HARBOR, according to the recorded plat thereof, St. Louis County, Minnesota, said strip of land being 10 feet on each side of the following described centerline:

Commencing at the Southwest Corner of Government Lot 4, Section 5, Township 61 North, Range 15 West, said point also being the Southwest Corner of said Outlot G, thence South 88 degrees 26 minutes 19 seconds East, along the south line of said Government Lot 4 and Outlot G a distance of 617.41 feet to the POINT OF BEGINNING; thence North 49 degrees 57 minutes 34 seconds East a distance of 87.12 feet; thence North 22 degrees 29 minutes 00 seconds East a distance of 584.32 feet; thence North 44 degrees 55 minutes 23 seconds East a distance of 108.04 feet; thence North 79 degrees 28 minutes 36 seconds East a distance of 109.12 feet; thence North 89 degrees 34 minutes 44 seconds East a distance of 298.68 feet; thence South 72 degrees 51 minutes 33 seconds East a distance of 123.66 feet; thence South 88 degrees 37 minutes 49 seconds East a distance of 182.86 feet; thence North 74 degrees 47 minutes 29 seconds East a distance of 66.35 feet; thence North 44 degrees 20 minutes 57 seconds East a distance of 60.27 feet to the westerly line of platted Harbor Drive and there terminating. The sidelines of said strip of land shall be shortened or prolonged so as to terminate on the said south line of Outlot G and the westerly line of Harbor Drive. Contains approximately 0.744 acres.

**CERTIFICATION**

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.



---

Chris A. Larsen, PLS  
Minnesota License No. 45848

May 13, 2020  
Date

Save: 5/13/2020 11:06 AM mmsavy Plot: 5/13/2020 11:07 AM p:\AE\EL\YMN\1531705-final.dgn 5/13/2020 11:07 AM p:\AE\EL\YMN\1531705-final.dgn 5/13/2020 11:07 AM p:\AE\EL\YMN\1531705-final.dgn 5/13/2020 11:07 AM p:\AE\EL\YMN\1531705-final.dgn

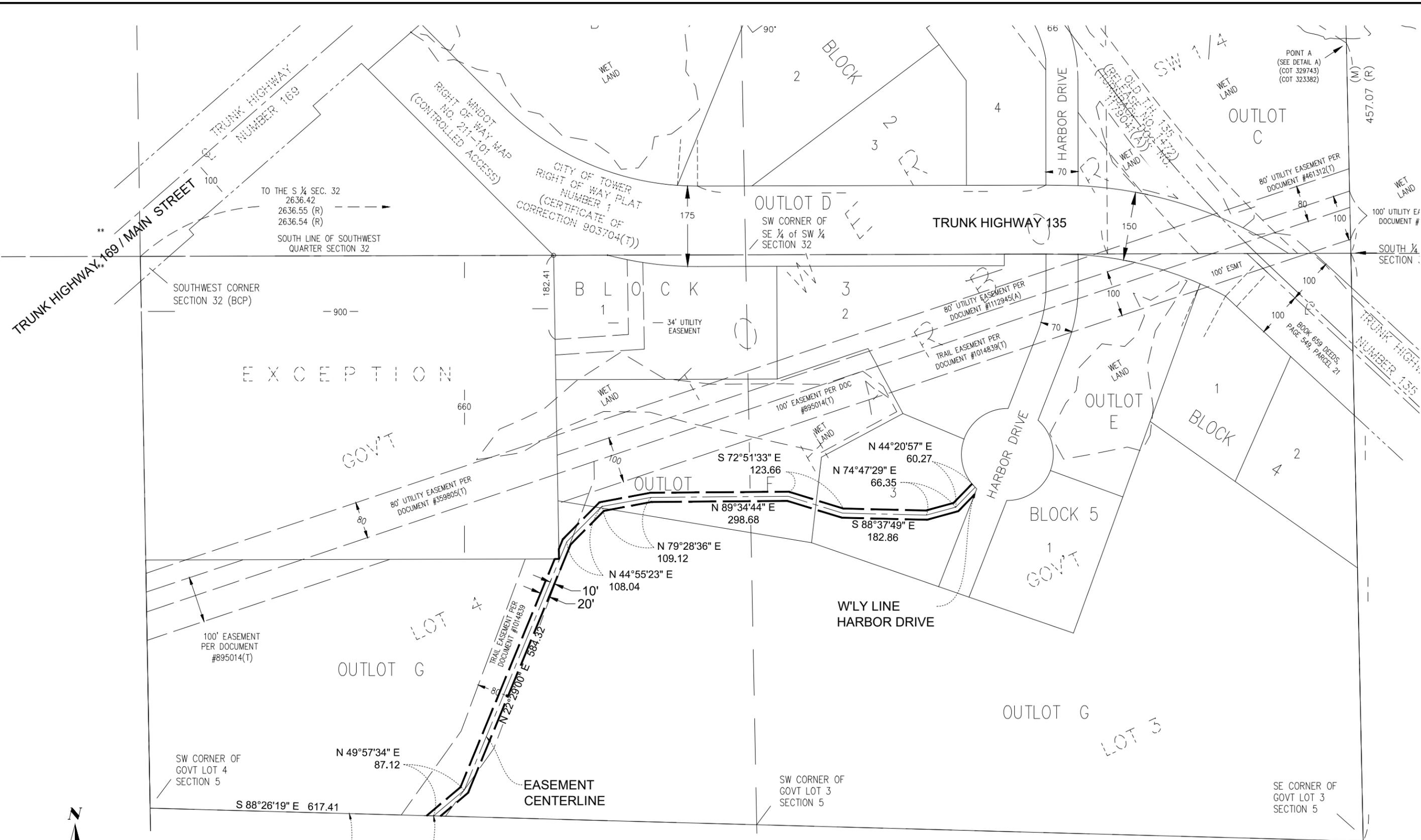
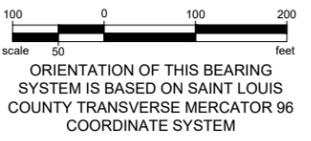


Exhibit B



**SEH** PHONE: 218.741.4284  
 615 9TH STREET NORTH  
 VIRGINIA, MN 55792-3761  
 www.sehinc.com

FILE NO. ELYMN 153170
DATE: 5/13/2020

**ATV EASEMENT EXHIBIT  
 PROSPECTOR ATV TRAIL  
 TOWER, MINNESOTA**

**EXHIBIT  
 NO. 1**

**EXHIBIT C**  
**SPECIAL TERMS AND CONDITIONS**

- A. The Lessee shall construct and maintain said trail at its own expense and pay any and all trail development costs and fees.
- B. In the event that the Lessor intends to convey, by sale or exchange, a parcel of land that the subject All Terrain Vehicle (ATV) trail crosses, the Lessor shall be entitled to cancel this Lease upon ninety (90) days' written notice of the planned conveyance and cancellation to the Lessee if approved by the Minnesota Commissioner of Natural Resources. In the event of such cancellation, the Lessor will work with the Lessee in an effort to arrange for realignment of the trail.
- C. A trail width not to exceed 16.5 feet (or existing) is allowed.
- D. This Lease is for ATV trail purposes and the trail right-of-way shall be open to the public.
- E. The Lessor approved route shall be strictly followed. If route changes are needed outside the approved 16.5 foot right-of-way (or existing), prior written approval must be obtained from the City of Tower.
- F. The Lessee shall be charged for the value of any trees removed within the trail corridor, and all costs are the responsibility of the Lessee. Payment for these costs must be made to the Lessor after initiating construction of the trail. All merchantable timber shall be piled so it can be ground scaled. The Lessee will be charged according to the four quarter average price index received for St. Louis County timber.
- G. Trees and brush that are cut for trail construction must be cut near the ground line, felled to the ground, cut into short lengths, and scattered outside the 16.5 foot right-of-way (or existing) trail development corridor. Scattered material must be placed as close as possible to ground level to lessen the visual impact. Under no circumstances will timber or brush simply be pushed against the edge of the trail corridor and left. Likewise, no root balls/mats shall be left tipped on edge.
- H. The Lessee must adhere to sustainable natural surfaced trail principles as outlined in Chapter 6 of the Minnesota Department of Natural Resource's Trail Planning, Design and Development Guidelines. During trail development, the Lessor will inspect the site to ensure the trail is being developed in accordance with sustainable trail development standards. Any questions pertaining to sustainable trail development should be addressed to the Lessor.
- I. Sign placement, to meet established trail development guidelines, is the responsibility of the Lessee.
- J. The Lessee is required to place a sign at all trailheads indicating that the trail has been developed with the cooperation of the Lessor.

- K. The trail right-of-way is non-exclusive and does not preclude the other rights of the Lessor on these and other lands under its jurisdiction. Gates, cables, chains and barricades are prohibited.
- L. If the installation of culvert(s) or construction of a bridge(s) is part of the proposed project, the design and placement of such structures must be pre-approved by the Lessor, and all necessary permits obtained. The Lessee may construct basic improvements on the trail consistent with trail development guidelines. Any more intrusive trail developments such as man-made technical trail features must be pre-approved by the Lessor.
- M. The Lessee shall not exclude the Lessor from crossing or use of the trail right-of-way. Should it be necessary, in the course of other land management activities, to disrupt the trail alignment, the Lessor will give the Lessee ninety (90) days' written notice prior to the disruption, and will work with the Lessee in an effort to arrange for realignment of the trail.
- N. This Lease is subject to cancellation for mining purposes upon two (2) months' written notice from the City of Tower to the Lessee and approval of the Minnesota Commissioner of Natural Resources. The Lessor will work with the Lessee in an effort to arrange for realignment of the trail.
- O. This Lease authorizes the Lessee to develop and maintain a trail as described in the terms herein, as long as the trail continues to be used for its intended purpose.
- P. It is the responsibility of the Lessee to maintain the trail for its intended use. The Lessee shall keep the trail in good repair, removing all refuse and debris that may accumulate, and comply with all laws including local ordinances and state regulations. Failure to maintain the trail in accordance with this Lease may result in Lessor obtaining a court order for specific performance.
- Q. The Lessee is responsible for managing invasive species on the trail. See attached Exhibit D: Minnesota Noxious Weeds, which is made part of this Lease including any updates, for additional information on invasive species in Minnesota.
- R. To the extent that the Lessor is not protected from the liability by the provisions of Minnesota Statutes Section 604A.23 or Chapter 466, The Prospector Trail Alliance, as the third party beneficiary of this lease, agrees to indemnify, defend and hold harmless the City of Tower, and its agents and employees, of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the authorized activity provided for herein and further agrees to defend at its sole cost and expense any actions or proceedings commenced for the purpose of asserting any claim of whatsoever character arising hereunder. Furthermore, The Prospector Trail Alliance shall provide City of Tower with notice of any personal injury or property damage from whatsoever cause occurring to third parties on this trail right-of-way.

- S. Within 10 days following execution of this lease, the Prospector Trail Alliance must provide the Lessor proof of current liability insurance designating The Prospector Trail Alliance as insured, and shall list the Lessor as an additional insured on a primary and noncontributory basis.

#### **General Liability Insurance**

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No Less Than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.

#### **Business Automobile Liability Insurance**

\$500,000 for claims for wrongful death and each claimant.

\$1,500,000 each occurrence.

Must cover owned, non-owned and hired vehicles.

- T. The indemnity and insurance requirements set forth in paragraphs R and S of this Exhibit C shall terminate on the date that the Prospector Loop Trail is formally designated as a grant-in-aid trail.
- U. The Lessee shall not assign this Lease without first obtaining the Lessor's written consent to the assignment.
- V. Should either party commence legal proceedings in order to enforce any of the terms of this Lease, such proceedings shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.

**Exhibit D**  
**Invasive Species**  
 Miscellaneous Lease LMIS010374

Check all that apply	
<input checked="" type="checkbox"/>	<b>Mandatory</b> - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	(9) When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	(10) In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input checked="" type="checkbox"/>	(11) The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input checked="" type="checkbox"/>	(12) Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input checked="" type="checkbox"/>	(13) Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Last updated July 7, 2012

**MISCELLANEOUS LEASE**  
 For the use of City of Tower Land  
 as authorized by the City Council

LESSEE (name, address, phone number)	LESSOR
Lake County Land Department Attn: Nate Eide 601 Third Avenue Two Harbors, MN 55616	City of Tower PO Box 576 Tower, Minnesota 55790 218-726-2606

For the **THIRTY YEAR lease period**, pursuant to the authority provided under Minnesota Statutes § 92.502(d), and City of Tower Resolution #####, the Lessor, does hereby lease to the Lessee the following described lands as described on **Exhibit A (Legal Descriptions)** and illustrated on **Exhibit B (Maps)** for ATV trail purposes.

For the lease period ending **September 30, 2049**, unless sooner revoked or terminated. This document supersedes any previously issued authorization or lease agreement relating to the lands described in Exhibit A and depicted in Exhibit B.

This lease site is subject at all times to land disposal, timber sale, and other leasing and land management activities by the Lessor, and to all the conditions, provisions, and terms attached hereto as Exhibit(s): **A (Legal Descriptions), B (Maps), C (Special Terms and Conditions), D (MN Noxious Weeds)**.

This lease is also subject to GO Grant Agreement PT 17.001 (**Exhibit E**). Terms and conditions of the GO Grant Agreement control over any inconsistent provisions of this lease.

The Prospector Trail Alliance is a third party beneficiary of this lease and, by signature below, has acknowledged its status as a third party beneficiary and agrees to certain terms regarding indemnity and insurance as set forth in Exhibit C.

LESSEE  
 Lake County

LESSOR  
 City of Tower

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

THIRD PARTY BENEFICIARY  
The Prospector Trail Alliance

I, Nick Wognum, President of The Prospector Trail Alliance, state that I have the authority to bind The Prospector Trail Alliance. On behalf of the organization, I acknowledge its status as a third party beneficiary of this lease and agree to certain terms regarding indemnity and insurance as set forth in Exhibit C. Notices to be sent pursuant to the terms of this lease shall be addressed as follows:

Ron Potter  
Trail Administrator  
The Prospector Trail Alliance  
4004 Swanson Shores  
Ely, MN 55731  
(218) 235-0382

\_\_\_\_\_  
Nick Wognum, President

Date: \_\_\_\_\_



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## EXHIBIT A City of Tower

### **Burdened Property Legal Land Description:**

The Southwest Quarter of the Southwest Quarter (SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ) of Section 4 (Abstract – Warranty Deed Document Number 564359);

The Southeast Quarter of the Southeast Quarter (SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ) of Section 6 (Abstract – Warranty Deed Document Number 450797);

The Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ) of Section 8, RESERVING AND EXCEPTING therefrom the right-of-way to all legally established public highways and railroads across the same (COT 120390);

The Northwest Quarter of the Northeast Quarter (NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ) of Section 8;

The Northeast Quarter of the Northeast Quarter (NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ) of Section 8;

AND the Northwest Quarter of the Northwest Quarter (NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ) of Section 9 (Abstract – Warranty Deed Document Number 564359);

All in Township 61 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota.

### **Proposed Easement Description:**

A 20 foot wide strip of land over and across that part of the Southwest Quarter of the Southwest Quarter (SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ) of Section 4, and the Northwest Quarter of the Northwest Quarter (NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ) of Section 9, Township 61 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota, the centerline of which is described as follows:

Commencing at the Southwest Corner of the said SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of Section 4, thence South 00 degrees 04 minutes 19 seconds West along the west line of said NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 9 a distance of 954.56 feet to the POINT OF BEGINNING; thence North 75 degrees 07 minutes 15 seconds East a distance of 130.07 feet; thence North 74 degrees 10 minutes 37 seconds East a distance of 156.70 feet; thence North 69 degrees 28 minutes 06 seconds East a distance of 158.37 feet; thence North 62 degrees 50 minutes 38 seconds East a distance of 113.51 feet; thence North 55 degrees 24 minutes 21 seconds East

P:\KOL\LLCHDT\144640\5-final-dsgn\56-easemt-row\City of Tower Prospectors Lease Trail Description Exhibit A.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 615 9th Street North, Virginia, MN 55792-3761  
SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 218.741.4284 | 888.908.8166 fax

a distance of 167.69 feet; thence North 68 degrees 35 minutes 13 seconds East a distance of 71.50 feet; thence North 54 degrees 18 minutes 23 seconds East a distance of 63.90 feet; thence North 41 degrees 13 minutes 49 seconds East a distance of 53.39 feet; thence North 29 degrees 46 minutes 00 seconds East a distance of 53.06 feet; thence North 18 degrees 22 minutes 24 seconds East a distance of 117.12 feet; thence North 04 degrees 24 minutes 16 seconds East a distance of 91.72 feet; thence North 09 degrees 45 minutes 00 seconds East a distance of 34.39 feet; thence North 28 degrees 32 minutes 07 seconds East a distance of 30.13 feet; thence North 40 degrees 41 minutes 28 seconds East a distance of 92.52 feet; thence North 30 degrees 37 minutes 36 seconds East a distance of 95.46 feet; thence North 18 degrees 33 minutes 10 seconds East a distance of 135.73 feet; thence North 32 degrees 26 minutes 22 seconds East a distance of 65.19 feet; thence North 32 degrees 26 minutes 22 seconds East a distance of 69.01 feet; thence North 78 degrees 51 minutes 40 seconds East a distance of 63.19 feet; thence South 66 degrees 50 minutes 41 seconds East a distance of 111.08 feet; thence South 87 degrees 17 minutes 08 seconds East a distance of 26.69 feet; thence North 74 degrees 22 minutes 32 seconds East a distance of 27.36 feet to the east line of said SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of Section 4 and there terminating. The sidelines of said strip of land shall be shortened or prolonged so as to terminate on the said west line of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 9 and the said east line of the SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of Section 4.

TOGETHER WITH

A 20 foot wide strip of land over and across that part of the Southeast Quarter of the Southeast Quarter (SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ) of Section 6, Township 61 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota, the centerline of which is described as follows:

Commencing at the Southeast Corner of the said SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 6, thence North 01 degree 01 minute 45 seconds West along the east line of said SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  a distance of 1325.60 feet to the Northeast Corner of the said SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; thence South 88 degrees 34 minutes 40 seconds West along the north line of said SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  a distance of 206.46 feet to the POINT OF BEGINNING; thence South 33 degrees 33 minutes 34 seconds East a distance of 23.15 feet; thence South 26 degrees 45 minutes 01 seconds East a distance of 58.68 feet; thence South 19 degrees 22 minutes 07 seconds East a distance of 60.28 feet; thence South 11 degrees 18 minutes 19 seconds East a distance of 56.73 feet; thence South 20 degrees 24 minutes 49 seconds East a distance of 52.51 feet; thence South 45 degrees 57 minutes 52 seconds East a distance of 17.39 feet; thence South 51 degrees 05 minutes 12 seconds East a distance of 25.33 feet; thence South 53 degrees 18 minutes 25 seconds East a distance of 45.65 feet; thence South 77 degrees 32 minutes 29 seconds East a distance of 28.92 feet; thence South 78 degrees 00 minutes 40 seconds East a distance of 26.77 feet to the said east line of said SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  and there terminating. The sidelines of said strip of land shall be shortened or prolonged so as to terminate on the said north and east lines of said SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ .

TOGETHER WITH

A 20 foot wide strip of land over and across that part of the Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ) of Section 8, RESERVING AND EXCEPTING therefrom the right-of-way to all legally established public highways and railroads across the same; the Northwest Quarter of the Northeast Quarter (NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ) of Section 8; and the Northeast Quarter of the Northeast Quarter (NE  $\frac{1}{4}$  of NE

¼) of Section 8; Township 61 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota, the centerline of which is described as follows:

Commencing at the North Quarter Corner of said Section 8; thence North 88 degrees 23 minutes 55 seconds West along the north line of said NE ¼ of NW ¼ a distance of 573.75 feet to the POINT OF BEGINNING; thence South 07 degrees 25 minutes 07 seconds East a distance of 53.78 feet; thence South 06 degrees 33 minutes 24 seconds West a distance of 55.53 feet; thence South 11 degrees 49 minutes 07 seconds West a distance of 58.08 feet; thence South 01 degree 12 minutes 13 seconds West a distance of 64.85 feet; thence South 50 degrees 57 minutes 55 seconds East a distance of 14.12 feet to the westerly line of State Trunk Highway No. 135, as described in Final Certificate recorded in Book 659 of Deeds, Page 549, St. Louis County, Minnesota; thence continuing South 50 degrees 57 minutes 55 seconds East a distance of 25.59 feet; thence South 86 degrees 30 minutes 15 seconds East a distance of 66.98 feet; thence North 85 degrees 55 minutes 03 seconds East a distance of 36.75 feet; thence North 84 degrees 18 minutes 42 seconds East a distance of 54.98 feet; thence South 44 degrees 00 minutes 21 seconds East a distance of 27.94 feet to the easterly line of said State Trunk Highway No. 135; thence continuing South 44 degrees 00 minutes 21 seconds East a distance of 82.63 feet; thence South 47 degrees 12 minutes 35 seconds East a distance of 204.03 feet; thence South 46 degrees 06 minutes 57 seconds East a distance of 233.07 feet to the east line of the said NE ¼ of NW ¼; thence continuing South 46 degrees 06 minutes 57 seconds East a distance of 110.63 feet; thence South 48 degrees 34 minutes 47 seconds East a distance of 147.55 feet; thence South 47 degrees 50 minutes 18 seconds East a distance of 357.84 feet; thence North 68 degrees 16 minutes 49 seconds East a distance of 60.30 feet; thence North 25 degrees 22 minutes 44 seconds West a distance of 160.33 feet; thence North 81 degrees 41 minutes 16 seconds East a distance of 65.26 feet; thence North 64 degrees 22 minutes 07 seconds East a distance of 20.12 feet; thence North 37 degrees 26 minutes 10 seconds East a distance of 30.99 feet; thence North 03 degrees 04 minutes 16 seconds East a distance of 120.50 feet; thence South 26 degrees 10 minutes 37 seconds East a distance of 48.53 feet; thence North 44 degrees 48 minutes 56 seconds East a distance of 51.41 feet; thence North 72 degrees 42 minutes 28 seconds East a distance of 37.58 feet; thence North 64 degrees 11 minutes 55 seconds East a distance of 49.20 feet; thence North 39 degrees 27 minutes 23 seconds East a distance of 107.89 feet; thence North 77 degrees 11 minutes 26 seconds East a distance of 80.03 feet; thence South 77 degrees 31 minutes 50 seconds East a distance of 97.56 feet; thence South 37 degrees 47 minutes 00 seconds East a distance of 136.28 feet; thence South 73 degrees 27 minutes 25 seconds East a distance of 71.11 feet; thence North 82 degrees 18 minutes 09 seconds East a distance of 65.18 feet; thence South 48 degrees 56 minutes 58 seconds East a distance of 168.39 feet; thence North 81 degrees 40 minutes 32 seconds East a distance of 54.19 feet to the east line of the NW ¼ of the NE ¼ of said Section 8; thence continuing North 81 degrees 40 minutes 32 seconds East a distance of 69.28 feet; thence North 83 degrees 25 minutes 37 seconds East a distance of 127.47 feet; thence South 61 degrees 48 minutes 28 seconds East a distance of 58.68 feet; thence South 44 degrees 22 minutes 20 seconds East a distance of 146.66 feet; thence South 51 degrees 33 minutes 25 seconds East a distance of 135.30 feet; thence South 54 degrees 33 minutes 58 seconds East a distance of 90.18 feet; thence South 41 degrees 37 minutes 56 seconds East a distance of 58.12 feet; thence South 26 degrees 53 minutes 09 seconds East a distance of 79.56 feet; thence South 15 degrees 12 minutes 33 seconds East a distance of 95.21 feet; thence South 26 degrees 04 minutes 19 seconds East a distance of 61.26 feet; thence South 52 degrees 11 minutes 52 seconds East a distance of 47.61 feet; thence South 85 degrees 26 minutes 42 seconds East a distance of 183.03 feet; thence North

80 degrees 57 minutes 50 seconds East a distance of 48.87 feet; thence North 62 degrees 42 minutes 56 seconds East a distance of 53.54 feet; thence North 45 degrees 48 minutes 49 seconds East a distance of 67.61 feet; thence North 38 degrees 42 minutes 17 seconds East a distance of 76.62 feet; thence North 50 degrees 30 minutes 42 seconds East a distance of 65.93 feet; thence North 65 degrees 52 minutes 05 seconds East a distance of 71.63 feet; thence North 75 degrees 07 minutes 15 seconds East a distance of 148.48 feet to the west line of the NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 9, said Township 61 North, Range 15 West, and there terminating. Said point of termination being South 00 degrees 04 minutes 19 seconds West, as measured along said west line, a distance of 954.56 feet from the Southwest Corner of Section 4, said Township 61 North, Range 15 West. EXCEPTING therefrom those lands lying within the said right of way of State Trunk Highway No. 135. The sidelines of said strip of land shall be shortened or prolonged so as to terminate on the said north line of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 8, the east and west right of way lines of said State Trunk Highway No. 135, and the said west line of the NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 9.

**CERTIFICATION**

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.



---

Chris A. Larsen, PLS  
Minnesota License No. 45848

April 30, 2020  
Date

Save: 5/1/2020 10:35 AM rmmayr\Plot: 5/1/2020 10:44 AM P:\AE\ELYMN\1531705-final-dgn\51-drawings\10-Civil\cad\dwg\exhibit\EL153170\_ATV\_Exhibit.dwg

NORTH LINE OF  
SE 1/4 OF SE 1/4  
S6 R15 T61

NE CORNER OF SE 1/4 OF SE 1/4  
S6 R15 T61

POB

S 88°34'40" W  
206.46

N 01°01'45" W  
1325.60

20' WIDE  
ATV EASEMENT

POT

SE 1/4 SE 1/4  
S6 T61N R15W

CITY OF TOWER  
410-0010-01000

EAST LINE OF  
SE 1/4 OF SE 1/4  
S6 R15 T61

LINE TABLE

POINT ID	BEARING	LENGTH
L1	S 33° 33' 34" E	23.15
L2	S 26° 45' 01" E	58.68
L3	S 19° 22' 07" E	60.28
L4	S 11° 18' 19" E	56.73
L5	S 20° 24' 49" E	52.51
L6	S 45° 57' 52" E	17.39
L7	S 51° 05' 12" E	25.33
L8	S 53° 18' 25" E	45.65
L9	S 77° 32' 29" E	28.92
L10	S 78° 00' 40" E	26.77

SE CORNER OF SE 1/4 OF SE 1/4  
S6 R15 T61

ORIENTATION OF THIS BEARING  
SYSTEM IS BASED ON SAINT LOUIS  
COUNTY TRANSVERSE MERCATOR 96  
COORDINATE SYSTEM

PHONE: 218.741.4284  
615 9TH STREET NORTH  
VIRGINIA, MN 55792-3761  
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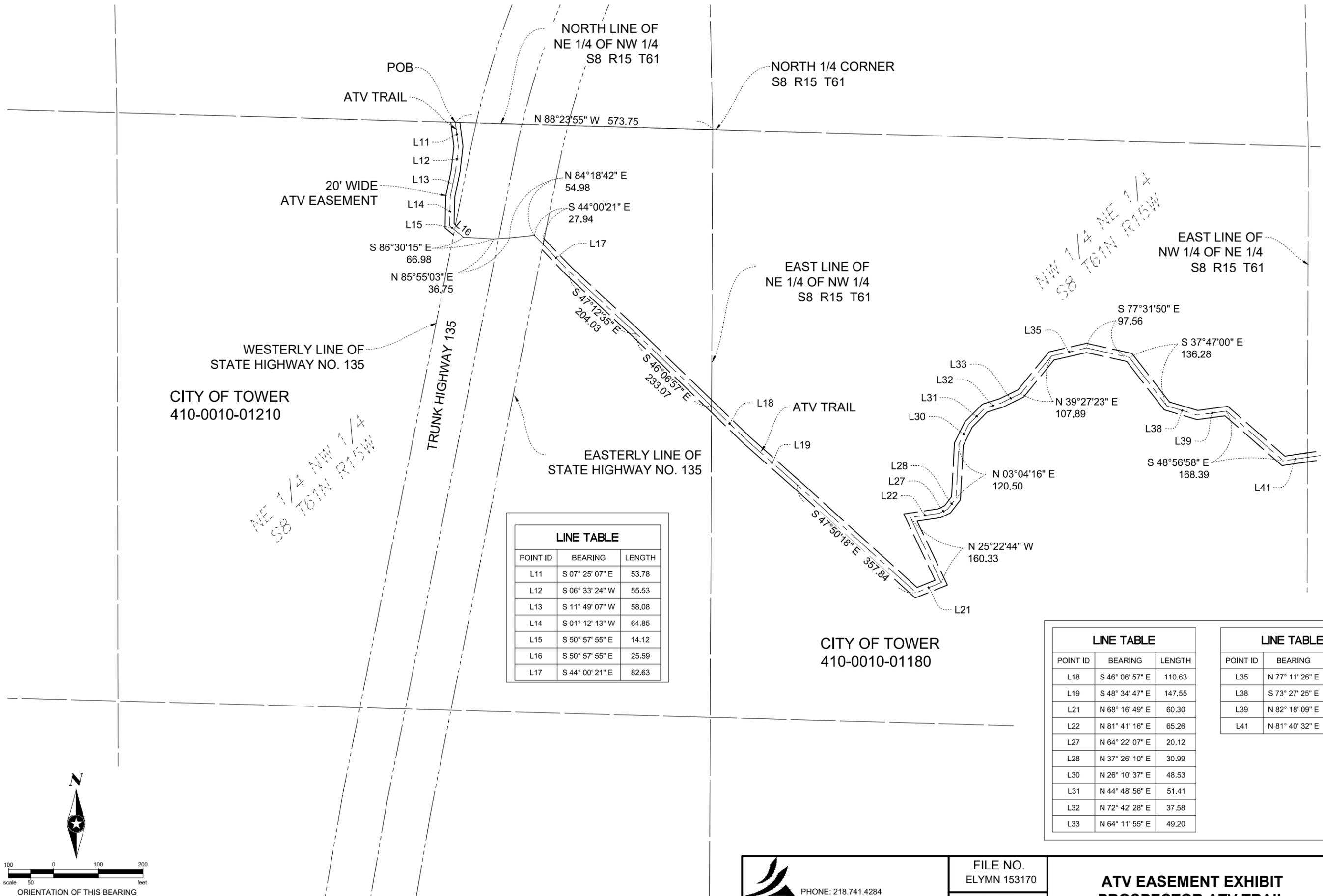
FILE NO.  
ELYMN 153170  
DATE:  
5/1/2020

**ATV EASEMENT EXHIBIT  
PROSPECTOR ATV TRAIL**

Sheet  
No. 1  
of 3

Exhibit B

Save: 5/1/2020 10:35 AM rmmayr\Plot: 5/1/2020 10:44 AM P:\AE\ELYMN\1531705-final-dgn\51-drawings\10-Civil\cad\dwg\exhibit\EL153170\_ATV\_Exhibit.dwg



LINE TABLE		
POINT ID	BEARING	LENGTH
L11	S 07° 25' 07" E	53.78
L12	S 06° 33' 24" W	55.53
L13	S 11° 49' 07" W	58.08
L14	S 01° 12' 13" W	64.85
L15	S 50° 57' 55" E	14.12
L16	S 50° 57' 55" E	25.59
L17	S 44° 00' 21" E	82.63

LINE TABLE		
POINT ID	BEARING	LENGTH
L18	S 46° 06' 57" E	110.63
L19	S 48° 34' 47" E	147.55
L21	N 68° 16' 49" E	60.30
L22	N 81° 41' 16" E	65.26
L27	N 64° 22' 07" E	20.12
L28	N 37° 26' 10" E	30.99
L30	N 26° 10' 37" E	48.53
L31	N 44° 48' 56" E	51.41
L32	N 72° 42' 28" E	37.58
L33	N 64° 11' 55" E	49.20

LINE TABLE		
POINT ID	BEARING	LENGTH
L35	N 77° 11' 26" E	80.03
L38	S 73° 27' 25" E	71.11
L39	N 82° 18' 09" E	65.18
L41	N 81° 40' 32" E	54.19

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON SAINT LOUIS COUNTY TRANSVERSE MERCATOR 96 COORDINATE SYSTEM

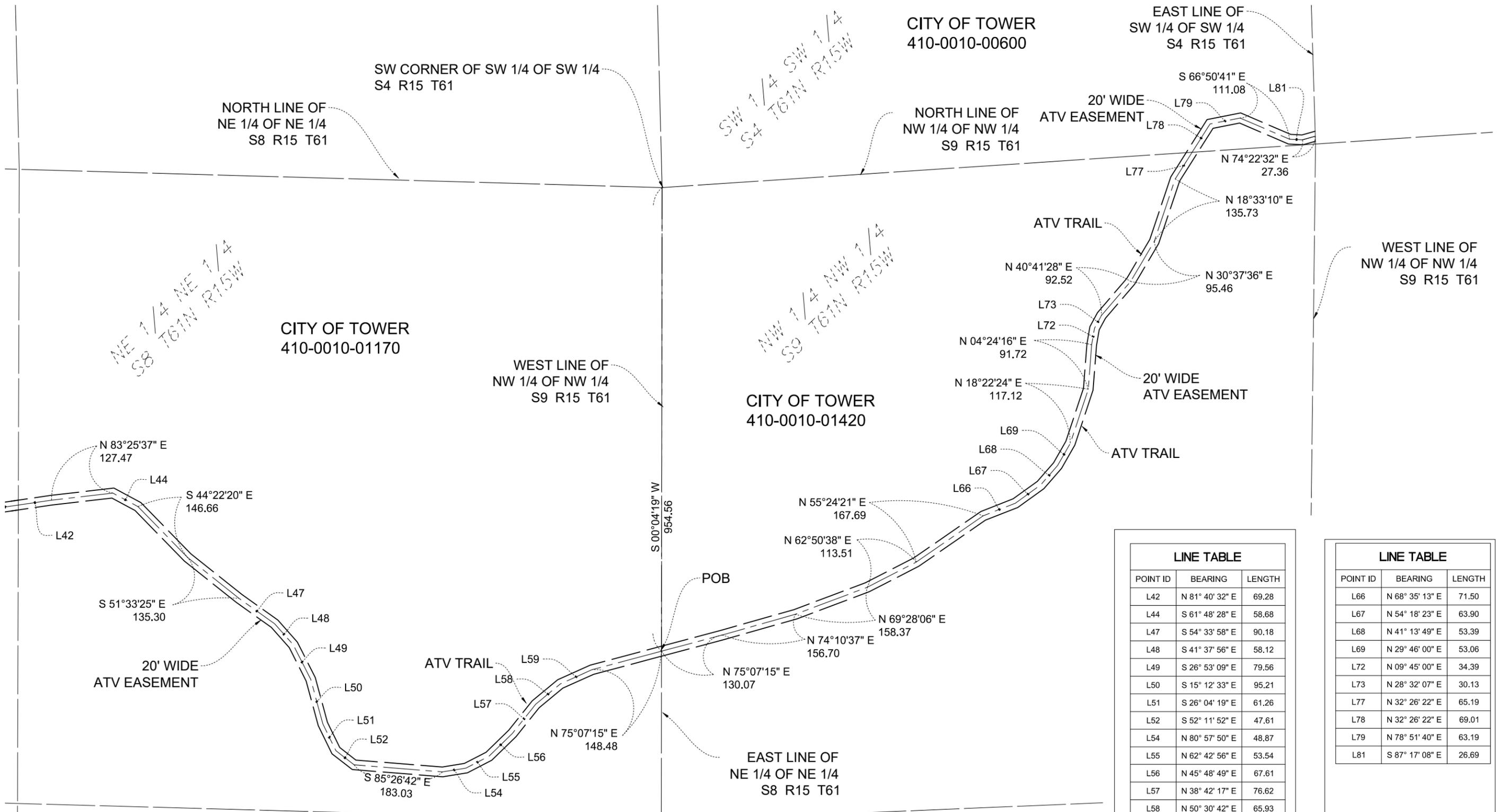
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FILE NO.  
ELYMN 153170

DATE:  
5/1/2020

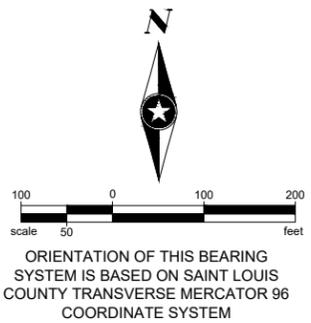
**ATV EASEMENT EXHIBIT  
PROSPECTOR ATV TRAIL**

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LINE TABLE		
POINT ID	BEARING	LENGTH
L42	N 81° 40' 32" E	69.28
L44	S 61° 48' 28" E	58.68
L47	S 54° 33' 58" E	90.18
L48	S 41° 37' 56" E	58.12
L49	S 26° 53' 09" E	79.56
L50	S 15° 12' 33" E	95.21
L51	S 26° 04' 19" E	61.26
L52	S 52° 11' 52" E	47.61
L54	N 80° 57' 50" E	48.87
L55	N 62° 42' 56" E	53.54
L56	N 45° 48' 49" E	67.61
L57	N 38° 42' 17" E	76.62
L58	N 50° 30' 42" E	65.93
L59	N 65° 52' 05" E	71.63

LINE TABLE		
POINT ID	BEARING	LENGTH
L66	N 68° 35' 13" E	71.50
L67	N 54° 18' 23" E	63.90
L68	N 41° 13' 49" E	53.39
L69	N 29° 46' 00" E	53.06
L72	N 09° 45' 00" E	34.39
L73	N 28° 32' 07" E	30.13
L77	N 32° 26' 22" E	65.19
L78	N 32° 26' 22" E	69.01
L79	N 78° 51' 40" E	63.19
L81	S 87° 17' 08" E	26.69



 PHONE: 218.741.4284 615 9TH STREET NORTH VIRGINIA, MN 55792-3761 www.sehinc.com	FILE NO. ELYMN 153170	<b>ATV EASEMENT EXHIBIT                  PROSPECTOR ATV TRAIL</b>	Sheet No. 3 of 3
	DATE: 5/1/2020		

**EXHIBIT C**  
**SPECIAL TERMS AND CONDITIONS**

- A. The Lessee shall construct and maintain said trail at its own expense and pay any and all trail development costs and fees.
- B. In the event that the Lessor intends to convey, by sale or exchange, a parcel of land that the subject All Terrain Vehicle (ATV) trail crosses, the Lessor shall be entitled to cancel this Lease upon ninety (90) days' written notice of the planned conveyance and cancellation to the Lessee if approved by the Minnesota Commissioner of Natural Resources. In the event of such cancellation, the Lessor will work with the Lessee in an effort to arrange for realignment of the trail.
- C. A trail width not to exceed 16.5 feet (or existing) is allowed.
- D. This Lease is for ATV trail purposes and the trail right-of-way shall be open to the public.
- E. The Lessor approved route shall be strictly followed. If route changes are needed outside the approved 16.5 foot right-of-way (or existing), prior written approval must be obtained from the City of Tower.
- F. The Lessee shall be charged for the value of any trees removed within the trail corridor, and all costs are the responsibility of the Lessee. Payment for these costs must be made to the Lessor after initiating construction of the trail. All merchantable timber shall be piled so it can be ground scaled. The Lessee will be charged according to the four quarter average price index received for St. Louis County timber.
- G. Trees and brush that are cut for trail construction must be cut near the ground line, felled to the ground, cut into short lengths, and scattered outside the 16.5 foot right-of-way (or existing) trail development corridor. Scattered material must be placed as close as possible to ground level to lessen the visual impact. Under no circumstances will timber or brush simply be pushed against the edge of the trail corridor and left. Likewise, no root balls/mats shall be left tipped on edge.
- H. The Lessee must adhere to sustainable natural surfaced trail principles as outlined in Chapter 6 of the Minnesota Department of Natural Resource's Trail Planning, Design and Development Guidelines. During trail development, the Lessor will inspect the site to ensure the trail is being developed in accordance with sustainable trail development standards. Any questions pertaining to sustainable trail development should be addressed to the Lessor.
- I. Sign placement, to meet established trail development guidelines, is the responsibility of the Lessee.
- J. The Lessee is required to place a sign at all trailheads indicating that the trail has been developed with the cooperation of the Lessor.

- K. The trail right-of-way is non-exclusive and does not preclude the other rights of the Lessor on these and other lands under its jurisdiction. Gates, cables, chains and barricades are prohibited.
- L. If the installation of culvert(s) or construction of a bridge(s) is part of the proposed project, the design and placement of such structures must be pre-approved by the Lessor, and all necessary permits obtained. The Lessee may construct basic improvements on the trail consistent with trail development guidelines. Any more intrusive trail developments such as man-made technical trail features must be pre-approved by the Lessor.
- M. The Lessee shall not exclude the Lessor from crossing or use of the trail right-of-way. Should it be necessary, in the course of other land management activities, to disrupt the trail alignment, the Lessor will give the Lessee ninety (90) days' written notice prior to the disruption, and will work with the Lessee in an effort to arrange for realignment of the trail.
- N. This Lease is subject to cancellation for mining purposes upon two (2) months' written notice from the City of Tower to the Lessee and approval of the Minnesota Commissioner of Natural Resources. The Lessor will work with the Lessee in an effort to arrange for realignment of the trail.
- O. This Lease authorizes the Lessee to develop and maintain a trail as described in the terms herein, as long as the trail continues to be used for its intended purpose.
- P. It is the responsibility of the Lessee to maintain the trail for its intended use. The Lessee shall keep the trail in good repair, removing all refuse and debris that may accumulate, and comply with all laws including local ordinances and state regulations. Failure to maintain the trail in accordance with this Lease may result in Lessor obtaining a court order for specific performance.
- Q. The Lessee is responsible for managing invasive species on the trail. See attached Exhibit D: Minnesota Noxious Weeds, which is made part of this Lease including any updates, for additional information on invasive species in Minnesota.
- R. To the extent that the Lessor is not protected from the liability by the provisions of Minnesota Statutes Section 604A.23 or Chapter 466, The Prospector Trail Alliance, as the third party beneficiary of this lease, agrees to indemnify, defend and hold harmless the City of Tower, and its agents and employees, of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the authorized activity provided for herein and further agrees to defend at its sole cost and expense any actions or proceedings commenced for the purpose of asserting any claim of whatsoever character arising hereunder. Furthermore, The Prospector Trail Alliance shall provide City of Tower with notice of any personal injury or property damage from whatsoever cause occurring to third parties on this trail right-of-way.

- S. Within 10 days following execution of this lease, the Prospector Trail Alliance must provide the Lessor proof of current liability insurance designating The Prospector Trail Alliance as insured, and shall list the Lessor as an additional insured on a primary and noncontributory basis.

#### **General Liability Insurance**

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No Less Than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.

#### **Business Automobile Liability Insurance**

\$500,000 for claims for wrongful death and each claimant.

\$1,500,000 each occurrence.

Must cover owned, non-owned and hired vehicles.

- T. The indemnity and insurance requirements set forth in paragraphs R and S of this Exhibit C shall terminate on the date that the Prospector Loop Trail is formally designated as a grant-in-aid trail.
- U. The Lessee shall not assign this Lease without first obtaining the Lessor's written consent to the assignment.
- V. Should either party commence legal proceedings in order to enforce any of the terms of this Lease, such proceedings shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.

**Exhibit D**  
**Invasive Species**  
 Miscellaneous Lease LMIS010374

Check all that apply	
<input checked="" type="checkbox"/>	<b>Mandatory</b> - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	(9) When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	(10) In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input checked="" type="checkbox"/>	(11) The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input checked="" type="checkbox"/>	(12) Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input checked="" type="checkbox"/>	(13) Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Last updated July 7, 2012

City Council Meeting  
Regular Meeting  
City of Tower  
May 14, 2018  
Monday @ 5:30PM  
City Council Chambers

The regular meeting of the Tower City Council was called to order by Acting Mayor Josh Fitton.

Present: Anderson, Dougherty, Fitton and Matich

Absent: Car;spm

Also Present: L Keith

Visitors: Marshall Helmberger, Steve Altenburg, Orlyn Kringstad, Tony Sikora, Dan Nylund, Randy Pratt, Julie Kranz, and Jason Chopp

A motion was made by Matich and supported by Anderson to accept the agenda as presented. The motion carried unanimously.

A motion was made by Dougherty and supported by Matich to approve the minutes of the previous meeting. The motion carried unanimously.

Public Input:

Correspondence:

Correspondence was received regarding upcoming public hearings Frontier telecommunications will be having regarding the issues with their customer service.

A motion was made by Matich and supported by Anderson to accept the reports from officers, commissions, and committees as presented. The motion carried unanimously.

A motion was made by Dougherty and supported by Matich to authorize Randy Semo to utilize space at Hoodoo Point Campground for his food truck. Randy will need to coordinate with the campground manager's on the best location and no alcohol can be served. The motion carried unanimously.

A motion was made by Matich and supported by Anderson to approve Low Impact Excavators Pay Estimate # 1 in the amount of \$44,064.72 for the Marina Demo Project. The motion carried unanimously.

A motion was made by Dougherty and supported by Matich to approve Utility Systems of America's Pay Estimate #3 in the amount of \$26,194.54 for the Hoodoo Point Sewer Upgrade Project. The motion carried unanimously.

A motion was made by Dougherty and supported by Anderson to authorize Fire Chief Altenburg to apply for the Minnesota Department of Natural Resources 50/50 Grant for new turnout gear at a cost not to exceed \$10,000.00. The motion carried unanimously.

A motion was made by Dougherty and supported by Matich to approve the 2018 City of Tower Special Deer Hunt with a permit maximum of 20 permits and a bag limit of 5. The motion carried unanimously.

A motion was made by Dougherty and supported by Matich to approve the transfer of Hangar #23 Lease from Johnson to Shadduck pending receipt of the bill of sale and the transfer fee. The motion carried unanimously.

A motion was made by Dougherty and supported by Matich to authorize the City Clerk Treasurer to sign and complete the Minnesota Department of Natural Resources Landowner Disclosure Form and Bill of Rights Form. The motion carried unanimously.

A motion was made by Dougherty and supported by Matich to discontinue the Miss Tower Soudan program and turn over all funds previously received and held by the City to the Tower Soudan 4<sup>th</sup> of July Committee. The motion carried unanimously.

A motion was made by Matich and supported by Anderson to establish an asset improvement account for the TEDA Building located at 1 Enterprise Drive whereby \$2,500.00 is deposited into the account on an annual basis for building improvements. Councilors Anderson, Dougherty, and Matich assented. Councilor Fitton abstained. The motion carried.

A motion was made by Matich and supported by Anderson to extend the TEDA Building Lease with the Vermilion Country School for another five year term. Councilors Anderson, Dougherty, and Matich assented. Councilor Fitton abstained. The motion carried.

A motion was made by Matich and supported by Dougherty to pay all bills. The motion carried unanimously.

A motion was made by Matich and supported by Dougherty to adjourn. Time out was 6:13PM.

Respectfully submitted,

Linda K Keith  
City Clerk Treasurer

**RESOLUTION 2020-024**

**A RESOLUTION APPROVING AMENDMENTS TO THE  
2020 BUDGET FOR THE AIRPORT CAPITAL FUND (104)**

Motion by: \_\_\_\_\_ Second By: \_\_\_\_\_

**WHEREAS,** the 2020 Budget was adopted by Resolution 2019-12 on December 16, 2019; and

**WHEREAS,** the 2020 budget did not fund the Airport Snow Removal Equipment building, to be mostly funding by the Federal Aviation Administration (FAA), due to the lack of the local match; and

**WHEREAS,** the FAA will now fund this project 100% due to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

**WHEREAS,** The 2020 budget only accounted for the following in the Airport Capital; and

	<b>Revenue</b>	<b>Expenditures</b>
Airport Capital Fund (104)	\$5,000	\$5,000

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF TOWER,  
MINNESOTA** as follows:

1. The recitals set forth above are incorporated herein.
2. The 2020 Budgets are amended to include airport building design (\$60,000), airport project construction project oversight (\$60,000), and airport building contractor costs (\$445,862):

	<b>Revenue</b>	<b>Expenditures</b>
Airport Capital Fund (104)	\$565,862	\$565,862

Passed and adopted by Tower City Council this 8<sup>th</sup> day of June 2020.

<b>VOTE</b>	<b>Kringstad</b>	<b>Setterberg</b>	<b>Beldo</b>	<b>Majerle</b>	<b>Shedd</b>
Aye	<input type="checkbox"/>				
Nay	<input type="checkbox"/>				
Abstain	<input type="checkbox"/>				
Absent	<input type="checkbox"/>				

---

Orlyn Kringstad  
Mayor

Attested by:

---

Victoria Ranua  
City Clerk/Treasurer

**CITY COUNCIL  
DEPARTMENT/COMMISSION REPORT**

<b>COUNCIL MEETING DATE</b>	June 8, 2020
<b>DEPARTMENT / COMMITTEE PREPARED BY</b>	Tower Economic Development Authority Marshall Helmberger, Executive Director
<b>MOST RECENT MEETING MEMBERS PRESENT</b>	June 4, 2020 Stephen Peterson, Miranda Kishel, Rachel Beldo, Sheldon Majerle, Michael Schultz
<b>MEMBERS ABSENT OTHERS PRESENT</b>	None Marshall Helmberger, Orlyn Kringstad, Victoria Ranua
<b>DATE OF NEXT MEETING</b>	July 2, 2020

**ACTIVITY HIGHLIGHTS**

The board discussed how an historical failure on the part of the city to address a growing blight problem is negatively impacting the ability of TEDA, which also serves as the city's Housing and Redevelopment Authority, to achieve one of its primary goals—the renovation or removal of vacant, blighted residences or commercial properties to make way for new or improved development. TEDA members recognize that one of the surest ways to support existing businesses in the community and encourage new business development is to grow the local population, both as a means of increasing the number of likely customers for local businesses as well as providing a critically needed workforce. We can achieve this by redeveloping and/or restoring vacant properties to make way for new families. TEDA is also concerned that the lack of enforcement of blight in regards to commercial properties is affecting the availability of such properties for prospective new businesses.

Abandoned or vacant properties in the community are a detriment to the local economy because they reduce the quality of life for other residents, diminish neighboring property values, fail to provide much-needed housing for families, harbor pests, and create opportunity for other public nuisances.

The historical lack of enforcement of Ordinance #16 in the city has made the proliferation of blight possible because it provides little disincentive for certain property owners to violate the standards that most residents of the community expect and desire. Residential property is relatively inexpensive in Tower and property taxes are relatively low, which provides a financial incentive for certain property owners to retain ownership merely to use their properties or city streets for the uncontained and uncovered storage of large numbers of cars and trucks (both operable and inoperable), boats, ATVs, snowmobiles, farm implements, various equipment, old and decaying lumber or logs, junk furniture, and building debris. One abandoned residence, less than a block from city hall, contains at least eight boats of various kinds, most with outdated licensure, and two inoperable and unlicensed vehicles. The building itself is unsecured, allowing animals and people to enter at will. The foundation has shifted, leaving windows broken, doors unable to close, cabinets falling off the walls. The house is unlivable and not salvageable, yet the property owners continue to pay taxes, apparently as a more affordable option than having to pay for appropriate storage for the material they now store in their yard.

The city has the tools it needs to improve such conditions. Ordinance #16, drafted from model language from the League of Minnesota Cities, grants the city substantial authority to clean up such properties. The effective use of the city's blight ordinance can quickly provide a strong incentive for property owners to address blight on their property, or to sell their property to an owner who wishes to make productive use of it. The result at the Standing Bear Marina is a classic example of that.

### **RECOMMENDATION TO COUNCIL**

Authorize certain individuals working as an ad hoc committee to begin a systematic review of blighted properties in Tower with the intent of identifying properties that will need to receive pre-enforcement blight notices. Education and voluntary compliance should be the primary goal of these notices. If these notices fail to prompt sufficient response, the city can begin to take firmer steps to address serious violations by issuing blight compliance orders, which can include substantial fines for non-compliance.

Possible individuals to authorize: Mayor Orlyn Kringstad, Planning/Zoning Chair and Interim Zoning Administrator Mary Shedd, TEDA/HRA Executive Director Marshall Helmberger, Clerk-Treasurer Victoria Ranua.

### **TIMELINE**

Begin in summer of 2020, with an ongoing effort as conditions warrant.

### **COST TO THE CITY**

Initial costs would be limited to staff time to prepare and mail letters (which could be done by volunteers) to owners of blighted properties. Further steps could require court action and the incurring of legal costs that are not currently known. The city should explore future funding options (possible grants) to assist with this effort.

**RESOLUTION 2020-025**

**A RESOLUTION APPOINTING ZONING ADMINSTRATOR AND AN AIRPORT  
ZONING ADMINSTRATOR**

Motion by: \_\_\_\_\_ Second By: \_\_\_\_\_

**WHEREAS,** the City Ordinance 82 at Section 18.03 calls for the annual appointment or re-appointment of a Zoning Administrator; and

**WHEREAS,** Mary Shedd has served as the interim Zoning Administrator since late 2019; and

**WHEREAS,** the vacant position has been advertised with no applicants; and

**WHEREAS,** City Ordinance 76 Section 4 calls for the biannual appointment of an Airport Zoning Administrator; and

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF TOWER,  
MINNESOTA** as follows:

1. The appointment of Mary Shedd to the Zoning Administrator position through the 2021 annual appointment by City Council.
2. The appointment of Rick Worringer to the Airport Zoning Administrator position through the 2022 annual appointment by City Council.

Passed and adopted by Tower City Council this 8<sup>TH</sup> day of June 2020.

<b>VOTE</b>	<b>Kringstad</b>	<b>Beldo</b>	<b>Majerle</b>	<b>Shedd</b>	<b>Setterberg</b>
Aye	<input type="checkbox"/>				
Nay	<input type="checkbox"/>				
Abstain	<input type="checkbox"/>				
Absent	<input type="checkbox"/>				

\_\_\_\_\_  
Orlyn Kringstad  
Mayor

Attested by:

\_\_\_\_\_  
Victoria Ranua  
City Clerk/Treasurer

**City of Tower**  
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**MAY 2020**

**Claim Type**

Claim# 4193 *BANYON DATA SYSTEMS*  
**Cash Payment** E 101-41400-207 COMPUTER SUPPORT Accounting, Invoicing Module \$1,890.00  
 Invoice  
 Transaction Date 6/8/2020 Due 6/8/2020 Frandsen GEN 0019 10100 **Total** \$1,890.00

**Claim Type**

Claim# 4207 *BEST OIL COMPANY*  
**Cash Payment** E 111-49800-330 AIRPLANE FUEL Aviation Fuel, Seaplane Base (3,000 gallons) \$8,751.60  
 Invoice 38687  
 Transaction Date 6/8/2020 Due 6/8/2020 Frandsen GEN 0019 10100 **Total** \$8,751.60

**Claim Type**

Claim# 4204 *BOBS STANDARD*  
**Cash Payment** E 101-42200-210 OPERATING SUPPLIES Fire, Fuel (Brush Truck) \$36.57  
 Invoice 7382  
**Cash Payment** E 101-42200-210 OPERATING SUPPLIES Fire, Fuel (PT1) \$46.01  
 Invoice 7385  
**Cash Payment** E 101-43100-210 OPERATING SUPPLIES Streets, Tire Repair \$125.00  
 Invoice 7459  
 Transaction Date 6/8/2020 Due 6/8/2020 Frandsen GEN 0019 10100 **Total** \$207.58

**Claim Type**

Claim# 4197 *GENEX CARD SERVICES*  
**Cash Payment** E 101-43100-210 OPERATING SUPPLIES Fuel Purchases (30.82 gallons) \$51.67  
 Invoice 196126CL  
 Transaction Date 6/8/2020 Due 6/8/2020 Frandsen GEN 0019 10100 **Total** \$51.67

**Claim Type**

Claim# 4179 *COLOSIMO, PATCHIN, KEARNEY*  
**Cash Payment** E 101-41600-310 ATTORNEY Attorney Monthly Fee (June) \$510.00  
 Invoice 29830  
**Cash Payment** E 101-41600-310 ATTORNEY Attorney (1 hour) \$190.00  
 Invoice 29838  
**Cash Payment** E 101-41600-310 ATTORNEY Attorney (0.60 hours) \$66.00  
 Invoice 29822  
 Transaction Date 6/8/2020 Due 6/8/2020 Frandsen GEN 0019 10100 **Total** \$766.00

**Claim Type**

Claim# 4189 *COMMUNITY COACHING*  
**Cash Payment** E 101-41400-319 CONTRACT SERVICES Contract- Grants Management (2 hours) \$150.00  
 Invoice 202008  
 Transaction Date 6/8/2020 Due 6/8/2020 Frandsen GEN 0019 10100 **Total** \$150.00

**Claim Type**

Claim# 4163 *FASTENAL INDUSTRIAL*  
**Cash Payment** E 101-41940-210 OPERATING SUPPLIES Face Masks for Public \$75.00  
 Invoice Project 101-99  
**Cash Payment** E 101-42200-210 OPERATING SUPPLIES Face Masks for Public \$75.00  
 Invoice Project 101-99  
 Transaction Date 6/8/2020 Due 6/8/2020 Frandsen GEN 0019 10100 **Total** \$150.00

**Claim Type**

Claim# 4151 *FURTHER*  
**Cash Payment** E 101-41400-136 EMPLR HLTH SVNGS AC Employer HSA Contribution VR Pay Period 12 \$134.61  
 Invoice

**City of Tower**  
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**MAY 2020**

<b>Cash Payment</b>	G 101-21717 HEALTH INSURANCE	Employee HSA Contribution VR Pay Period 12	<b>\$138.61</b>
Invoice			
<b>Cash Payment</b>	E 101-41400-136 EMPLR HLTH SVNGS AC	Employer HSA Contribution VR Pay Period 13	<b>\$134.61</b>
Invoice			
<b>Cash Payment</b>	G 101-21717 HEALTH INSURANCE	Employee HSA Contribution VR Pay Period 13	<b>\$138.61</b>
Invoice			
<b>Cash Payment</b>	E 101-41400-136 EMPLR HLTH SVNGS AC	Employer HSA Contribution VR Pay Period 14	<b>\$134.61</b>
Invoice			
<b>Cash Payment</b>	G 101-21717 HEALTH INSURANCE	Employee HSA Contribution VR Pay Period 14	<b>\$138.61</b>
Invoice			
Transaction Date	6/8/2020	Due 6/8/2020 Frandsen GEN 0019 10100	<b>Total</b> <b>\$819.66</b>

**Claim Type**

Claim#	4188	<i>GOPHER STATE ONE CALL</i>	
<b>Cash Payment</b>	E 101-43100-210 OPERATING SUPPLIES	Locate Ticket (x11)	<b>\$14.85</b>
Invoice	0050783		
Transaction Date	6/8/2020	Due 6/8/2020 Frandsen GEN 0019 10100	<b>Total</b> <b>\$14.85</b>

**Claim Type**

Claim#	4143	<i>HARJU, JOHN</i>	
<b>Cash Payment</b>	E 101-43100-100 WAGES	Cell Phone, Union, JH, Pay Period 10	<b>\$23.08</b>
Invoice			
<b>Cash Payment</b>	E 101-43100-100 WAGES	Cell Phone, Union, JH, Pay Period 11	<b>\$23.08</b>
Invoice			
<b>Cash Payment</b>	E 101-43100-100 WAGES	Cell Phone, Union, JH, Pay Period 12	<b>\$23.08</b>
Invoice			
<b>Cash Payment</b>	E 101-43100-100 WAGES	Cell Phone, Union, JH, Pay Period 13	<b>\$23.08</b>
Invoice			
Transaction Date	6/4/2020	Due 6/4/2020 Frandsen GEN 0019 10100	<b>Total</b> <b>\$92.32</b>

**Claim Type**

Claim#	4149	<i>JOKI-MARTIN, TERRI</i>	
<b>Cash Payment</b>	E 101-41400-136 EMPLR HLTH SVNGS AC	HSA Contribution TJM Pay Period #12	<b>\$40.00</b>
Invoice			
<b>Cash Payment</b>	E 101-41400-136 EMPLR HLTH SVNGS AC	HSA Contribution TJM Pay Period #13	<b>\$40.00</b>
Invoice			
<b>Cash Payment</b>	E 101-41400-136 EMPLR HLTH SVNGS AC	HSA Contribution TJM Pay Period #14	<b>\$40.00</b>
Invoice			
Transaction Date	6/8/2020	Due 6/8/2020 Frandsen GEN 0019 10100	<b>Total</b> <b>\$120.00</b>

**Claim Type**

Claim#	4194	<i>LAKE COUNTRY POWER</i>	
<b>Cash Payment</b>	E 102-49993-380 ELECTRICITY	Ski Trail Lights (4/17-5/17)	<b>\$53.00</b>
Invoice			
<b>Cash Payment</b>	E 110-49800-380 ELECTRICITY	Airport Electric A&D Bldg ((4/17-5/17)	<b>\$92.00</b>
Invoice			
<b>Cash Payment</b>	E 110-49800-380 ELECTRICITY	Airport Electric Runway Lights ((4/17-5/17)	<b>\$104.00</b>
Invoice			
<b>Cash Payment</b>	E 110-49800-380 ELECTRICITY	Airport Electric Seaplane Base (4/17-5/17)	<b>\$53.00</b>
Invoice			
Transaction Date	6/8/2020	Due 6/8/2020 Frandsen GEN 0019 10100	<b>Total</b> <b>\$302.00</b>

**Claim Type**

Claim#	4200	<i>METRO SALES, INC.</i>	
<b>Cash Payment</b>	E 602-49450-210 OPERATING SUPPLIES	Sewer Printer Contract Base Rate (June)	<b>\$46.80</b>
Invoice	1596870		

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**MAY 2020**

<b>Cash Payment</b>	E 601-49400-210 OPERATING SUPPLIES	Water Printer Contract Base Rate (June)	\$46.80
	Invoice 1596870		
<b>Cash Payment</b>	E 101-41400-200 OFFICE SUPPLIES	Clerk Printer Contract Base Rate(June)	\$46.80
	Invoice 1596870		
<b>Cash Payment</b>	E 101-41310-200 OFFICE SUPPLIES	Council Printer Contract Base Rate (June)	\$46.80
	Invoice 1596870		
<b>Cash Payment</b>	E 602-49450-210 OPERATING SUPPLIES	Sewer Printer Contract Usage (Feb-May)	\$79.44
	Invoice 1593396		
<b>Cash Payment</b>	E 601-49400-210 OPERATING SUPPLIES	Water Printer Contract Usage (Feb-May)	\$79.44
	Invoice 1593396		
<b>Cash Payment</b>	E 101-41400-200 OFFICE SUPPLIES	Clerk Printer Contract Usage (Feb-May)	\$79.44
	Invoice 1593396		
<b>Cash Payment</b>	E 101-41310-200 OFFICE SUPPLIES	Council Printer Contract Usage (Feb-May)	\$79.44
	Invoice 1593396		
<b>Cash Payment</b>	E 101-41400-200 OFFICE SUPPLIES	Clerk Printer Contract Usage (Feb)	\$31.00
	Invoice 252257		
<b>Cash Payment</b>	E 101-41310-200 OFFICE SUPPLIES	Council Printer Contract Usage (Feb)	\$31.00
	Invoice 252257		
<b>Transaction Date</b>	6/8/2020	<b>Due 6/8/2020</b>	<b>Frandsen GEN 0019 10100</b>
			<b>Total</b>
			<b>\$566.96</b>

**Claim Type**

<b>Claim#</b>	4154	<i>MN PEIP</i>	
<b>Cash Payment</b>	E 101-41400-131 HEALTH INSURANCE	Dental (Single) TJM	\$38.70
	Invoice		
<b>Cash Payment</b>	E 101-43100-136 EMPLR HLTH SVNGS AC	Dental (Single) BV	\$38.70
	Invoice		
<b>Cash Payment</b>	E 101-41400-131 HEALTH INSURANCE	Dental (Family) VR	\$92.24
	Invoice		
<b>Cash Payment</b>	E 101-41400-131 HEALTH INSURANCE	Medical (Single) TJM	\$435.80
	Invoice		
<b>Cash Payment</b>	E 101-43100-136 EMPLR HLTH SVNGS AC	Medical (Single) BV	\$435.80
	Invoice		
<b>Cash Payment</b>	E 101-41400-131 HEALTH INSURANCE	Medical (Family) VR	\$1,198.24
	Invoice		
<b>Cash Payment</b>	E 101-43100-136 EMPLR HLTH SVNGS AC	Dental (Single) JH	\$38.70
	Invoice		
<b>Cash Payment</b>	E 101-43100-136 EMPLR HLTH SVNGS AC	Medical (Single) JH	\$435.80
	Invoice		
<b>Transaction Date</b>	6/8/2020	<b>Due 6/8/2020</b>	<b>Frandsen GEN 0019 10100</b>
			<b>Total</b>
			<b>\$2,713.98</b>

**Claim Type**

<b>Claim#</b>	4208	<i>MN POWER</i>	
<b>Cash Payment</b>	E 101-42000-380 ELECTRICITY	Civic Center Electricity	\$283.64
	Invoice 978595231884		
<b>Cash Payment</b>	E 101-42200-380 ELECTRICITY	Fire Dept Electricity	\$141.82
	Invoice 978595231884		
<b>Cash Payment</b>	E 101-43160-380 ELECTRICITY	Pole Barns Electricity	\$36.60
	Invoice 002105992674		
<b>Cash Payment</b>	E 602-49450-380 ELECTRICITY	Lift Station Electricity	\$27.08
	Invoice 350370227888		
<b>Cash Payment</b>	E 101-43160-380 ELECTRICITY	Overhead/Ornamental Electricity	\$32.46
	Invoice 102929913137		
<b>Cash Payment</b>	E 101-41940-380 ELECTRICITY	City Hall Electricity	\$186.31
	Invoice 046113283868		

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<b>Cash Payment</b>	E 101-43160-380 ELECTRICITY	Overhead/Ornamental Electricity			<b>\$400.44</b>
	Invoice 166533334460				
<b>Cash Payment</b>	E 101-43160-380 ELECTRICITY	Overhead/Ornamental Electricity			<b>\$287.88</b>
	Invoice 716095012626				
<b>Cash Payment</b>	E 101-43160-380 ELECTRICITY	Overhead/Ornamental Electricity			<b>\$588.89</b>
	Invoice 176109966408				
<b>Cash Payment</b>	E 101-43160-380 ELECTRICITY	Pole Barns Electricity			<b>\$77.69</b>
	Invoice 026815825828				
<b>Cash Payment</b>	E 101-42000-380 ELECTRICITY	Civic Center Electricity			<b>\$124.37</b>
	Invoice 004546311219				
<b>Cash Payment</b>	E 101-42200-380 ELECTRICITY	Fire Dept Electricity			<b>\$62.18</b>
	Invoice 004546311219				
<b>Transaction Date</b>	6/8/2020	<b>Due 6/8/2020</b>	Frandsen GEN 0019	10100	<b>Total</b> <b>\$2,249.36</b>

**Claim Type**

<b>Claim#</b>	4162	<i>NORTHWOODS TRUE VALUE</i>			
<b>Cash Payment</b>	E 101-42000-210 OPERATING SUPPLIES	Civic Center Soap			<b>\$2.00</b>
	Invoice 046018				
<b>Cash Payment</b>	E 101-45200-210 OPERATING SUPPLIES	Parks Gas Gan			<b>\$20.99</b>
	Invoice 046018				
<b>Cash Payment</b>	E 601-49400-210 OPERATING SUPPLIES	Drainage Parts			<b>\$25.08</b>
	Invoice 046020				
<b>Cash Payment</b>	E 101-43100-210 OPERATING SUPPLIES	Maintenance Supplies			<b>\$29.73</b>
	Invoice 046084				
<b>Cash Payment</b>	E 101-43100-210 OPERATING SUPPLIES	Maintenance Supplies			<b>\$12.67</b>
	Invoice 046102				
<b>Cash Payment</b>	E 110-49800-210 OPERATING SUPPLIES	Airport Grass Seed			<b>\$17.98</b>
	Invoice 046152				
<b>Cash Payment</b>	E 101-41940-210 OPERATING SUPPLIES	City Hall Supplies			<b>\$5.99</b>
	Invoice 046182				
<b>Cash Payment</b>	E 101-41940-210 OPERATING SUPPLIES	City Hall Supplies			<b>\$26.56</b>
	Invoice 046220				
<b>Cash Payment</b>	E 601-49400-210 OPERATING SUPPLIES	Drainage Parts			<b>\$19.88</b>
	Invoice 046233				
<b>Cash Payment</b>	E 101-42200-210 OPERATING SUPPLIES	Fire Supplies			<b>\$8.69</b>
	Invoice 046257				
<b>Cash Payment</b>	E 101-43100-210 OPERATING SUPPLIES	Maintenance Supplies			<b>\$27.96</b>
	Invoice 046296				
<b>Cash Payment</b>	E 101-43100-210 OPERATING SUPPLIES	Maintenance Supplies			<b>\$11.18</b>
	Invoice 046300				
<b>Cash Payment</b>	E 101-43100-210 OPERATING SUPPLIES	Maintenance Supplies			<b>\$53.54</b>
	Invoice 046330				
<b>Cash Payment</b>	E 101-43100-210 OPERATING SUPPLIES	Maintenance Supplies			<b>\$11.18</b>
	Invoice 046343				
<b>Cash Payment</b>	E 101-42200-210 OPERATING SUPPLIES	Fire Supplies			<b>\$10.59</b>
	Invoice 046348				
<b>Transaction Date</b>	6/8/2020	<b>Due 6/8/2020</b>	Frandsen GEN 0019	10100	<b>Total</b> <b>\$284.02</b>

**Claim Type**

<b>Claim#</b>	4181	<i>RANGE OFFICE &amp; SUPPLY COMPA</i>			
<b>Cash Payment</b>	E 101-41400-200 OFFICE SUPPLIES	Clerk Office Supplies			<b>\$41.73</b>
	Invoice 260171				
<b>Cash Payment</b>	E 101-41400-200 OFFICE SUPPLIES	Clerk Office Supplies			<b>\$95.40</b>
	Invoice 260142				

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Transaction Date	6/8/2020	Due 6/8/2020	Frandsen GEN 0019	10100	<b>Total</b>	<b>\$137.13</b>
<b>Claim Type</b>						
Claim#	4199 REDMOND, SCOTT					
Cash Payment	E 601-49400-437 REFUNDS		Water Deposit Return (1235 Birch St N)			<b>\$207.97</b>
Invoice						
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen GEN 0019	10100	<b>Total</b>	<b>\$207.97</b>
<b>Claim Type</b>						
Claim#	4176 TIMBERJAY					
Cash Payment	E 101-41310-352 PUBLICATIONS AND PUB		Legal Publications			<b>\$146.52</b>
Invoice 129430						
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen GEN 0019	10100	<b>Total</b>	<b>\$146.52</b>
<b>Claim Type</b>						
Claim#	4187 TITAN MACHINERY					
Cash Payment	E 101-43100-220 REPAIR & MAINTENANC		Streets, Cutting Edge Loader Replacement			<b>\$321.50</b>
Invoice 14021569						
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen GEN 0019	10100	<b>Total</b>	<b>\$321.50</b>
<b>Claim Type</b>						
Claim#	4148 TOWER AREA AMBULANCE SERVI	Ck# 033138	6/5/2020			
Cash Payment	E 201-42300-700 TRANSFERS OUT		Transfer e-AMB payment from GEN to AMB account			<b>\$1,235.21</b>
Invoice						
Transaction Date	6/4/2020	Due 6/4/2020	Frandsen GEN 0019	10100	<b>Total</b>	<b>\$1,235.21</b>
<b>Claim Type</b>						
Claim#	4147 TOWER ECONOMIC DEVELOPMEN	Ck# 033137	6/5/2020			
Cash Payment	E 101-49000-700 TRANSFERS OUT		Transfer GEN to TEDA, IRRR Loan Draw 13 (Reimbursable)			<b>\$33,225.90</b>
Invoice						
Transaction Date	6/4/2020	Due 6/4/2020	Frandsen GEN 0019	10100	<b>Total</b>	<b>\$33,225.90</b>
<b>Claim Type</b>						
Claim#	4180 TOWER NEWS					
Cash Payment	E 101-41310-352 PUBLICATIONS AND PUB					<b>\$197.50</b>
Invoice						
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen GEN 0019	10100	<b>Total</b>	<b>\$197.50</b>
<b>Claim Type</b>						
Claim#	4142 VELCHEFF, BEN					
Cash Payment	E 101-43100-100 WAGES		Cell Phone, Union, BV, Pay Period 10			<b>\$23.08</b>
Invoice						
Cash Payment	E 101-43100-136 EMPLR HLTH SVNGS AC		HSA Contribution TJM Pay Period #12			<b>\$75.00</b>
Invoice						
Cash Payment	E 101-43100-100 WAGES		Cell Phone, Union, BV, Pay Period 11			<b>\$23.08</b>
Invoice						
Cash Payment	E 101-43100-136 EMPLR HLTH SVNGS AC		HSA Contribution TJM Pay Period #13			<b>\$75.00</b>
Invoice						
Cash Payment	E 101-43100-100 WAGES		Cell Phone, Union, BV, Pay Period 12			<b>\$23.08</b>
Invoice						
Cash Payment	E 101-43100-136 EMPLR HLTH SVNGS AC		HSA Contribution TJM Pay Period #14			<b>\$75.00</b>
Invoice						
Cash Payment	E 101-43100-100 WAGES		Cell Phone, Union, BV, Pay Period 13			<b>\$23.08</b>
Invoice						
Transaction Date	6/4/2020	Due 6/4/2020	Frandsen GEN 0019	10100	<b>Total</b>	<b>\$317.32</b>

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**Claim Type**

Claim#	4152	<i>VERMILION COUNTRY SCHOOL</i>			
Cash Payment	G 101-21718	Pass Through	Sound equipment (Blandin Grant)		\$2,775.00
	Invoice	411434	Project G_BLA		
Cash Payment	G 101-21718	Pass Through	Sound equipment (Blandin Grant)		\$361.93
	Invoice	L269689458	Project G_BLA		
Cash Payment	G 101-21718	Pass Through	Visual equipment (Blandin Grant)		\$3,437.85
	Invoice	24653345-1	Project G_BLA		
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen GEN 0019 10100	<b>Total</b>	<b>\$6,574.78</b>

**Claim Type**

Claim#	4198	<i>VERMILION GOLDEN RULE LUMBE</i>			
Cash Payment	E 101-42100-210	OPERATING SUPPLIES	Civic Center Carbon Monoxide Detector		\$66.99
	Invoice	2005-006141			
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen GEN 0019 10100	<b>Total</b>	<b>\$66.99</b>

**Claim Type**

Claim#	4173	<i>VERMILION STORAGE</i>			
Cash Payment	E 101-42200-210	OPERATING SUPPLIES	Fire Dept Storage		\$65.00
	Invoice				
Cash Payment	E 101-42200-210	OPERATING SUPPLIES	Fire Dept Storage		\$50.00
	Invoice				
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen GEN 0019 10100	<b>Total</b>	<b>\$115.00</b>

**Claim Type**

Claim#	4175	<i>VERMILION WILDERNESS FUEL</i>			
Cash Payment	E 101-45200-210	OPERATING SUPPLIES	Parks Fuel		\$5.71
	Invoice	1016569			
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen GEN 0019 10100	<b>Total</b>	<b>\$5.71</b>

**Claim Type**

Claim#	4205	<i>WEX BANK</i>			
Cash Payment	E 110-49800-210	OPERATING SUPPLIES	Airport, New Holland (May)		\$54.70
	Invoice				
Cash Payment	E 110-49800-210	OPERATING SUPPLIES	Airport, Finance Charge (May)		\$2.81
	Invoice				
Cash Payment	E 101-43100-210	OPERATING SUPPLIES	Maintenance Ford PickUp Fuel (May)		\$135.58
	Invoice				
Cash Payment	E 101-43100-210	OPERATING SUPPLIES	Maintenance Dump Truck (May)		\$133.95
	Invoice				
Cash Payment	E 101-43100-210	OPERATING SUPPLIES	Maintenance, Finance Charge (May)		\$13.85
	Invoice				
Cash Payment	E 109-49992-210	OPERATING SUPPLIES	Hoodoo (May)		\$34.96
	Invoice				
Cash Payment	E 109-49992-210	OPERATING SUPPLIES	Hoodoo, Finance Charge (May)		\$1.80
	Invoice				
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen GEN 0019 10100	<b>Total</b>	<b>\$377.65</b>

**Claim Type**

Claim#	4183	<i>ZUPANCICH BROTHERS</i>			
Cash Payment	E 101-42200-218	FOOD AND MEALS	Fire, Evening Field Training Food/Water		\$27.91
	Invoice				
Cash Payment	E 101-42200-218	FOOD AND MEALS	Fire, Weekend Training Event Food/Water		\$42.88
	Invoice				
Cash Payment	E 101-42200-218	FOOD AND MEALS	Fire, Weekend Training Event Food/Water		\$113.84
	Invoice				

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Cash Payment	E 101-43100-210 OPERATING SUPPLIES	Maintenance Supplies	\$44.00
Invoice			
Cash Payment	E 101-43100-210 OPERATING SUPPLIES	Maintenance Supplies	\$16.09
Invoice			
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen GEN 0019 10100
		<b>Total</b>	<b>\$244.72</b>

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Pre-Written Checks	\$34,461.11
Checks to be Generated by the Compute	\$27,842.79
Total	\$62,303.90

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**Claim Type**

Claim#	4190	<i>AT &amp; T MOBILITY</i>			
Cash Payment	E 201-42300-321 TELEPHONE	Ambulance 1 Tablet Cellular Service			\$49.65
Invoice		Project 201_01			
Cash Payment	E 201-42300-321 TELEPHONE	Ambulance 2 Tablet Cellular Service			\$49.65
Invoice		Project 201_02			
Cash Payment	E 201-42300-321 TELEPHONE	Ambulance 3 Tablet Cellular Service			\$49.65
Invoice		Project 201_03			
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen AMB 2811 10101	<b>Total</b>	<b>\$148.95</b>

**Claim Type**

Claim#	4155	<i>BOUND TREE MEDICAL</i>			
Cash Payment	E 201-42300-219 MEDICIAL SUPPLIES	Medical Supplies (1 item)			\$47.79
Invoice	83624184				
Cash Payment	E 201-42300-219 MEDICIAL SUPPLIES	Medical Supplies (1 item)			\$71.90
Invoice	83617414				
Cash Payment	E 201-42300-219 MEDICIAL SUPPLIES	Medical Supplies (12 items)			\$172.48
Invoice	83630698				
Transaction Date	6/8/2020	Due 5/19/2020	Frandsen AMB 2811 10101	<b>Total</b>	<b>\$292.17</b>

**Claim Type**

Claim#	4156	<i>CTC</i>		Ck# 005205 5/24/2020	
Cash Payment	E 201-42300-321 TELEPHONE	Ambulance Phone (218-753-5212)			\$20.17
Invoice					
Cash Payment	E 201-42300-321 TELEPHONE	Ambulance High Speed Internet			\$58.53
Invoice					
Transaction Date	6/8/2020	Due 5/19/2020	Frandsen AMB 2811 10101	<b>Total</b>	<b>\$78.70</b>

**Claim Type**

Claim#	4157	<i>D &amp; D BEVERAGE</i>			
Cash Payment	E 201-42300-218 FOOD AND MEALS	Amb Hall Water			\$9.00
Invoice	1223463				
Transaction Date	6/8/2020	Due 5/20/2020	Frandsen AMB 2811 10101	<b>Total</b>	<b>\$9.00</b>

**Claim Type**

Claim#	4161	<i>EMBARRASS VERMILION C. U.</i>			
Cash Payment	E 201-42300-218 FOOD AND MEALS	Ambulance Meal (Buffalo Wild Wings, Duluth)			\$48.89
Invoice					
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen AMB 2811 10101	<b>Total</b>	<b>\$48.89</b>

**Claim Type**

Claim#	4172	<i>EXPERT T BILLING</i>			
Cash Payment	E 201-42300-319 CONTRACT SERVICES	Ambulance Billing (May, 26 Runs)			\$728.00
Invoice	7024				
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen AMB 2811 10101	<b>Total</b>	<b>\$728.00</b>

**Claim Type**

Claim#	4159	<i>FRONTIER</i>			
Cash Payment	E 201-42300-217 HOUSE	Ambulance Qrts DISH Network Return Fee			\$48.32
Invoice					
Transaction Date	6/8/2020	Due 5/27/2020	Frandsen AMB 2811 10101	<b>Total</b>	<b>\$48.32</b>

**Claim Type**

Claim#	4160	<i>HUGHES, CLINT AND JESS</i>		Ck# 005206 5/28/2020	
Cash Payment	E 201-42300-217 HOUSE	Ambulance Quarters Rent (June)			\$312.50
Invoice					

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Transaction Date	6/8/2020	Due 5/28/2020	Frandsen AMB 2811	10101	<b>Total</b>	<b>\$312.50</b>
<b>Claim Type</b>						
Claim#	4203 METRO SALES, INC.					
Cash Payment	E 201-42300-210 OPERATING SUPPLIES Ambulance Printer Contract Usage (June)					\$119.00
	Invoice 1594349					
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen AMB 2811	10101	<b>Total</b>	<b>\$119.00</b>
<b>Claim Type</b>						
Claim#	4209 MN POWER					
Cash Payment	E 201-42300-380 ELECTRICITY Ambulance Electricity					\$204.01
	Invoice					
Cash Payment	E 201-42300-380 ELECTRICITY Ambulance Quarters Electricity					\$52.93
	Invoice					
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen AMB 2811	10101	<b>Total</b>	<b>\$256.94</b>
<b>Claim Type</b>						
Claim#	4191 PRAXAIR					
Cash Payment	E 201-42300-219 MEDICIAL SUPPLIES Ambulance Oxygen					\$124.20
	Invoice 96963817					
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen AMB 2811	10101	<b>Total</b>	<b>\$124.20</b>
<b>Claim Type</b>						
Claim#	4182 RANGE OFFICE & SUPPLY COMPA					
Cash Payment	E 201-42300-210 OPERATING SUPPLIES Ambulance Labels					\$19.73
	Invoice					
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen AMB 2811	10101	<b>Total</b>	<b>\$19.73</b>
<b>Claim Type</b>						
Claim#	4177 SUIHKONEN, DENA					
Cash Payment	E 201-42300-210 OPERATING SUPPLIES Ambulance Supplies					\$59.92
	Invoice					
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen AMB 2811	10101	<b>Total</b>	<b>\$59.92</b>
<b>Claim Type</b>						
Claim#	4158 VIRGINIA FIRE & AMBULANCE					
Cash Payment	E 201-42300-304 Ambulance ALS Intercepts ALS Intercept, 5/14/20					\$400.00
	Invoice					
Cash Payment	E 201-42300-304 Ambulance ALS Intercepts ALS Intercept, 5/13/20					\$400.00
	Invoice					
Transaction Date	6/8/2020	Due 5/27/2020	Frandsen AMB 2811	10101	<b>Total</b>	<b>\$800.00</b>
<b>Claim Type</b>						
Claim#	4206 WEX BANK					
Cash Payment	E 201-42300-210 OPERATING SUPPLIES Ambulance Unit 1 Fuel (Mo)					\$0.00
	Invoice					
Cash Payment	E 201-42300-210 OPERATING SUPPLIES Ambualnce Unit 2 Fuel (May)					\$95.78
	Invoice					
Cash Payment	E 201-42300-210 OPERATING SUPPLIES Ambulance Unit 3 Fuel (May)					\$193.65
	Invoice					
Cash Payment	E 201-42300-210 OPERATING SUPPLIES Ambulance Financing Charge (May)					\$14.87
	Invoice					
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen AMB 2811	10101	<b>Total</b>	<b>\$304.30</b>
<b>Claim Type</b>						
Claim#	4184 ZUPANCICH BROTHERS					

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<b>Cash Payment</b>	E 201-42300-210 OPERATING SUPPLIES    Ambulance Cleaning Supplies	<b>\$20.63</b>
Invoice		
Transaction Date	6/8/2020      Due 6/8/2020    Frandsen AMB 2811    10101	<b>Total</b> <b>\$20.63</b>

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Pre-Written Checks	\$391.20
Checks to be Generated by the Compute	\$2,980.05
Total	\$3,371.25

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**Claim Type**

Claim#	4167	ACCOUNTING SYSTEMS	
Cash Payment	E 109-49992-210	OPERATING SUPPLIES	Hoodoo Bank Account Checks
		Invoice 260534	\$171.70
Transaction Date	6/8/2020	Due 5/20/2020	Frandsen HOD 9412 10104
			<b>Total</b> \$171.70

**Claim Type**

Claim#	4196	AMERIPRIDE SERVICES	
Cash Payment	E 109-49992-210	OPERATING SUPPLIES	Hoodoo Cleaning Supplies
		Invoice 3501506438	\$174.64
Cash Payment	E 109-49992-210	OPERATING SUPPLIES	Hoodoo Cleaning Supplies
		Invoice 3501514933	\$245.24
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen HOD 9412 10104
			<b>Total</b> \$419.88

**Claim Type**

Claim#	4168	CAMPGROUND CUSTOMER	
Cash Payment	E 109-49992-437	REFUNDS	Campground Refunds (2)
		Invoice	Project 101-99
			\$87.00
Cash Payment	E 109-49992-437	REFUNDS	Campground Refunds (8)
		Invoice	Project 101-99
			\$327.00
Transaction Date	6/8/2020	Due 5/27/2020	Frandsen GEN 0019 10100
			<b>Total</b> \$414.00

**Claim Type**

Claim#	4164	COMO OIL & PROPANE	
Cash Payment	E 109-49992-210	OPERATING SUPPLIES	Hoodoo Point Camp Propane (143 Gallons)
		Invoice 1501528594	\$172.42
Transaction Date	6/8/2020	Due 5/19/2020	Frandsen HOD 9412 10104
			<b>Total</b> \$172.42

**Claim Type**

Claim#	4166	CTC	
Cash Payment	E 109-49992-321	TELEPHONE	Hoodoo Point Phone (218-753-6868)
		Invoice	\$28.25
Cash Payment	E 109-49992-321	TELEPHONE	Hoodoo Point High Speed Internet
		Invoice	\$625.98
Transaction Date	6/8/2020	Due 5/19/2020	Frandsen HOD 9412 10104
			<b>Total</b> \$654.23

**Claim Type**

Claim#	4185	G MEN	
Cash Payment	E 109-49992-210	OPERATING SUPPLIES	Hoodoo, 6 yard dumpster service
		Invoice 33085	\$426.40
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen HOD 9412 10104
			<b>Total</b> \$426.40

**Claim Type**

Claim#	4195	LAKE COUNTRY POWER	
Cash Payment	E 109-49992-380	ELECTRICITY	Hoodoo Electric (4/17-5/17)
		Invoice	\$1,131.00
Cash Payment	E 109-49992-380	ELECTRICITY	Hoodoo Electric (4/17-5/17)
		Invoice	\$61.99
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen HOD 9412 10104
			<b>Total</b> \$1,192.99

**Claim Type**

Claim#	4192	NORTH COUNTRY HEATING	
Cash Payment	E 109-49992-220	REPAIR & MAINTENANC	Water Heater Repair
		Invoice 10927	\$120.00
Cash Payment	E 109-49992-220	REPAIR & MAINTENANC	Air Conditioner (50% down)
		Invoice	\$1,750.00

**City of Tower**  
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**JUNE 2020**

Transaction Date	6/8/2020	Due 6/8/2020	Frandsen HOD 9412	10104	<b>Total</b>	<b>\$1,870.00</b>
<b>Claim Type</b>						
Claim#	4170 <i>NORTHWOODS TRUE VALUE</i>					
Cash Payment	E 109-49992-210 OPERATING SUPPLIES		Hoodoo Supplies			\$96.43
	Invoice 046101					
Cash Payment	E 109-49992-210 OPERATING SUPPLIES		Hoodoo Supplies			\$25.80
	Invoice 046119					
Cash Payment	E 109-49992-210 OPERATING SUPPLIES		Hoodoo Supplies			\$23.06
	Invoice 046215					
Cash Payment	E 109-49992-210 OPERATING SUPPLIES		Hoodoo Supplies			\$53.36
	Invoice 046291					
Cash Payment	E 109-49992-210 OPERATING SUPPLIES		Hoodoo Supplies			\$49.57
	Invoice 046297					
Cash Payment	E 109-49992-210 OPERATING SUPPLIES		Hoodoo Supplies			\$19.97
	Invoice 046353					
Cash Payment	E 109-49992-210 OPERATING SUPPLIES		Hoodoo Supplies			\$99.99
	Invoice 046358					
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen HOD 9412	10104	<b>Total</b>	<b>\$368.18</b>
<b>Claim Type</b>						
Claim#	4174 <i>PORTABLE JOHN</i>					
Cash Payment	E 109-49992-210 OPERATING SUPPLIES		Portable Toilet / Hand Sanitizer (11 days)			\$78.57
	Invoice 1746					
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen HOD 9412	10104	<b>Total</b>	<b>\$78.57</b>
<b>Claim Type</b>						
Claim#	4169 <i>PRATT, RANDY</i>		Ck# 001001	5/29/2020		
Cash Payment	E 109-49992-175 CONTRACT MANAGER		Hoodoo Point Manager			\$3,000.00
	Invoice					
Transaction Date	6/8/2020	Due 6/4/2020	Frandsen HOD 9412	10104	<b>Total</b>	<b>\$3,000.00</b>
<b>Claim Type</b>						
Claim#	4165 <i>ST. LOUIS COUNTY PUBLIC WORK</i>					
Cash Payment	E 109-49992-220 REPAIR & MAINTENANC		Hoodoo Point Campground Road Sign			\$950.00
	Invoice 216917					
Transaction Date	6/8/2020	Due 5/19/2020	Frandsen HOD 9412	10104	<b>Total</b>	<b>\$950.00</b>
<b>Claim Type</b>						
Claim#	4171 <i>SULLIVAN CANDY</i>					
Cash Payment	E 109-49992-210 OPERATING SUPPLIES		Hoodoo Supplies			\$69.50
	Invoice 615884					
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen HOD 9412	10104	<b>Total</b>	<b>\$69.50</b>
<b>Claim Type</b>						
Claim#	4178 <i>TIMBERJAY</i>					
Cash Payment	E 109-49992-352 PUBLICATIONS AND PUB		Go Lake Country Ad			\$389.00
	Invoice 129431					
Transaction Date	6/8/2020	Due 6/8/2020	Frandsen HOD 9412	10104	<b>Total</b>	<b>\$389.00</b>

**City of Tower**

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Pre-Written Checks	\$3,000.00
Checks to be Generated by the Compute	<u>\$7,176.87</u>
Total	\$10,176.87