



CITY COUNCIL MEETING AGENDA
Monday, February 13, 2023
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, February 13, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, January 23, 2023 Regular meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period January 18, 2023 to February 6, 2023 in the total amount of \$1,461,268.22.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Review and acknowledge minutes for the following Boards & Commissions:
 - ~ October 20, 2022 PCA Board meeting
 - ~ December 14, 2022 Library Board meeting
 - ~ December 28, 2022 Human Rights meeting
 - ~ January 11, 2023 Library Board meeting
 - ~ January 11, 2023 PUC meeting
 - ~ January 12, 2023 GREDA meeting

CONSENT AGENDA:

4. Consider a request by the police department to accept a grant from USPCA AKC Reunite Adopt a K9 Cop in the amount of \$7500.00 and consider adopting a resolution to accept the same.
5. Consider adopting a resolution supporting a request for funding from the Corridors of Commerce program
6. Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust.

7. Consider approving the purchase of an electronic message board
8. Consider approving the plans and specifications and ordering the advertisement for bids for CP 2015-1, Sylvan Bay Overlays and Utilities.
9. Consider approving a commitment letter to the EV Smart program
10. Consider approving the plans and specifications and ordering the advertisement for bids for AP 2023-4, North Hangar Utilities
11. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
12. Consider approving Temporary Liquor permit for IEDC event, scheduled for March 3, 2023.
13. Consider Amending Golf/Concession Contract
14. Consider accepting the resignation of Brian Olds from the part-time position of Hospital Security Officer
15. Consider hiring temporary Library employees through Personnel Dynamics
16. Considering authorizing staff to apply for a HMEP grant from the Minnesota Department of Public Safety and MBFTE
17. Consider authorizing Encompass Inc.to obtain quotes for the exterior repair of the Grand Rapids Library.
18. Consider authorizing the Fire Department to purchase a utility trailer from L&M Fleet Supply for our Hazmat Polaris Ranger.
19. Consider a proposal from Braun Intertec for special inspection and testing services on the IRA Civic Center Project
20. Consider change orders for the IRA Civic Center Improvement Project
21. Consider accepting a donation of 20 SCBA bottles from Cohasset Fire Department to the Grand Rapids Fire Department.
22. Consider adopting an ordinance repealing Chapter 2, Article 2, Division 2-V-3, Recreation, Parks and Civic Center Advisory Board and adopt the following new ordinance Chapter 5, Civic Center Advisory Board

SET REGULAR AGENDA:

ADMINISTRATION:

23. Consider hiring Sean Smallen as Police Officer

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:00 PM)

- [24.](#) Conduct a public hearing to consider a property tax abatement for certain property in the City and approving a Tax Abatement Agreement with Yanmar Compact Equipment North America, Inc.

COMMUNITY DEVELOPMENT:

- [25.](#) Consider adopting a resolution granting a property tax abatement for certain property in the City and approving a Tax Abatement Agreement with Yanmar Compact Equipment North America, Inc.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 27, 2023 AT 5:00 PM

Hearing Assistance Available: This facility is equipped with a hearing assistance system.

MEETING PROTOCOL POLICY: Please be aware that the Council has adopted a Meeting Protocol Policy which informs attendees of the Council's desire to conduct all City meetings in an orderly manner which welcomes all civil input from citizens and interested parties. If you are unaware of the policy, copies (orange color) are available in the wall file by the Council entrance.

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
GRAND RAPIDS
 IT'S IN MINNESOTA'S NATURE

CITY COUNCIL MEETING MINUTES
Monday, January 23, 2023
5:00 PM

Mayor Christy called the meeting to order at 5:00 PM.

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland

STAFF: Chad Sterle, Will Richter, Laura Pfeifer, Justin Edmundson, Andy Morgan

PUBLIC FORUM: No one from the public wished to speak.

COUNCIL REPORTS: No Council reports.

APPROVAL OF MINUTES:

1. Approve minutes for Monday, January 9, 2023 Worksession and Regular meetings.

Motion made by Councilor Adams, Second by Councilor Connelly to approve Council minutes as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

VERIFIED CLAIMS:

2. Approve the verified claims for the period January 4, 2023 to January 17, 2023 in the total amount of \$4,522,514.71 of which \$2,593,672.50 are debt service payments.

Motion made by Councilor Connelly, Second by Councilor Sutherland to approve the verified claims as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Review and acknowledge minutes for the following meetings:

1. November 20, 2022 Human Rights Commission meeting
2. December 6, 2022 Arts & Culture meeting
3. December 14, 2022 PUC meeting
4. December 15, 2022 GREDA meeting
5. December 20, 2022 Golf Board meeting

Acknowledged minutes for City Boards and Commissions as presented.

CONSENT AGENDA:

4. Consider authorizing the Police Department to enter into a contract with service provider Steven E. Breitbarth, M. Div., LMFT.
5. Consider approving a supplemental letter agreement with SEH for 2023 miscellaneous services.
6. Consider the adoption of a resolution calling for a public hearing on property tax abatement for certain property in the City of Grand Rapids and granting certain business subsidies to ASV Holdings, Inc., or its affiliates.

Adopted Resolution 23-05

7. Consider approving the hazmat contract amendment between State of Minnesota and Grand Rapids Fire Department.
8. Consider approving Pierringer Release with Barbara Bunch
9. Consider approving Consulting Services Contract with Madden, Galanter Hansen, LLP, Attorneys at Law.
10. Consider adopting a resolution approving updated City wide fee schedule and approve changes to the Data Practices Procedures

Adopted Resolution 23-06

11. Consider approving revised Grand Rapids Fire Department Organizational and Operating Policies and Procedures with an effective date of January 1, 2023
12. Consider entering into support agreement with AVI Systems.

Motion made by Councilor Adams, Second by Councilor MacGregor to approve the Consent agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

SET REGULAR AGENDA:

Motion made by Councilor Connelly, Second by Councilor Sutherland to approve the Regular Agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

POLICE:

13. Consider authorizing the purchase and payment of a German Shepard Police canine from McDonough K-9

Motion made by Councilor Connelly, Second by Councilor Adams to approve purchase and payment for Police Canine from McDonough K-9. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:09 pm.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 02/10/2023
 TIME: 11:56:15
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/13/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0205640	LEAGUE OF MN CITIES INS TRUST	179,171.00
	TOTAL	179,171.00
CITY WIDE		
0100072	AVI SYSTEMS INC	4,750.00
0401740	DATEL CONSULTING GROUP LLC	267.00
0715808	GOVCONNECTION INC	171.76
0715814	GOVERNMENT FINANCE OFFICERS	8,750.00
1900225	SEH	50.00
1915248	SHI INTERNATIONAL CORP	5,070.00
	TOTAL CITY WIDE	19,058.76
SPECIAL PROJECTS-NON BUDGETED		
0718060	GRAND RAPIDS HERALD REVIEW	117.88
1105530	KENNEDY & GRAVEN, CHARTERED	1,120.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	1,237.88
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	2,208.65
	TOTAL ADMINISTRATION	2,208.65
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0221650	BURGGRAF'S ACE HARDWARE	4.99
0401804	DAVIS OIL INC	73.00
0920060	ITASCA COUNTY TREASURER	170.65
1901535	SANDSTROM'S INC	42.40
	TOTAL BUILDING SAFETY DIVISION	343.93
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	139.23
2018225	TREASURE BAY PRINTING	37.50
	TOTAL COMMUNITY DEVELOPMENT	176.73

DATE: 02/10/2023
 TIME: 11:56:15
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 02/13/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
COUNCIL/COMMISSION/BOARDS		
2305711	WESTERN MESABI MINE PLANNING	700.00
TOTAL COUNCIL/COMMISSION/BOARDS		700.00
FIRE		
0100072	AVI SYSTEMS INC	4,750.00
0118100	ARAMARK UNIFORM SERVICES	55.12
0301685	CARQUEST AUTO PARTS	158.21
0321505	CUMMINS INC	1,330.02
0401804	DAVIS OIL INC	461.52
0513231	EMERGENCY APPARATUS	13,698.66
0920060	ITASCA COUNTY TREASURER	53.66
1200500	L&M SUPPLY	13.27
1315725	THE MOTOR SHOP LLC	407.00
1415484	NORTHERN LIGHTS TRUCK	14.01
TOTAL FIRE		20,941.47
INFORMATION TECHNOLOGY		
0718060	GRAND RAPIDS HERALD REVIEW	413.00
TOTAL INFORMATION TECHNOLOGY		413.00
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	1,845.67
0103325	ACHESON TIRE INC	250.00
0121721	AUTO VALUE - GRAND RAPIDS	302.24
0215147	BOBCAT OF DULUTH INC	197.11
0301685	CARQUEST AUTO PARTS	549.29
0315455	COLE HARDWARE INC	49.91
0401420	DAKOTA FLUID POWER, INC	7.08
0401804	DAVIS OIL INC	4,027.30
0513233	EMERGENCY AUTOMOTIVE TECH INC	270.90
0514802	ENVIROTECH SERVICES INC	8,110.08
0601690	FASTENAL COMPANY	334.31
0612083	FLAGSHIP RECREATION	4,578.00
0800040	H & L MESABI	7,339.00
0920005	ITASCA AUTO BODY SHOP	3,880.38
0920060	ITASCA COUNTY TREASURER	868.06
1201730	LATVALA LUMBER COMPANY INC.	155.64
1301015	MACQUEEN EQUIPMENT INC	326.67
1301026	MAIN STREET DESIGN INC	4,822.00
1301213	MARTIN'S SNOWPLOW & EQUIP	957.40

DATE: 02/10/2023
 TIME: 11:56:15
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 02/13/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
1303039	MCCOY CONSTRUCTION & FORESTRY	151.64
1315690	MORTON SALT	4,265.09
1415535	NORTHLAND MACHINES	274.40
1421155	NUCH'S IN THE CORNER	288.00
1421700	NUSS TRUCK GROUP INC	1,785.26
1612045	PLAGEMANN'S LANDSCAPING INC	3,200.00
1815915	ROYAL TIRE INC	729.19
1900225	SEH	968.75
1920555	STOKES PRINTING & OFFICE	28.93
2000522	TNT CONSTRUCTION GROUP, LLC	382.50
2015725	TOTAL TOOL SUPPLY, INC	2,995.00
	TOTAL PUBLIC WORKS	53,939.80
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	18.99
0301685	CARQUEST AUTO PARTS	322.99
0601690	FASTENAL COMPANY	1,800.39
0914200	INDUSTRIAL LUBRICANT COMPANY	2,650.16
0920060	ITASCA COUNTY TREASURER	69.82
1415030	NAPA SUPPLY OF GRAND RAPIDS	7.99
1603500	PCM MAINTENANCE LLC	548.47
1801615	RAPIDS WELDING SUPPLY INC	111.07
	TOTAL FLEET MAINTENANCE	5,529.88
POLICE		
0103325	ACHESON TIRE INC	703.20
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	335.72
0205725	BETZ EXTINGUISHER COMPANY	20.00
0301685	CARQUEST AUTO PARTS	416.44
0409501	JOHN P. DIMICH	4,583.33
0421725	DUTCH ROOM INC	63.60
0920060	ITASCA COUNTY TREASURER	4,058.42
1205090	LEAGUE OF MINNESOTA CITIES	1,710.00
1309032	MID STATES ORGANIZED CRIME	150.00
1605665	PERSONNEL DYNAMICS LLC	801.90
1618125	PRAXAIR DISTRIBUTION INC	91.91
1801611	RAPIDS RADIO LLC	375.00
1920233	STREICHER'S INC	344.99
	TOTAL POLICE	13,654.51

DATE: 02/10/2023
 TIME: 11:56:15
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 02/13/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND-LIQUOR/CHART GAMB		
1200500	L&M SUPPLY	238.95
1901500	SAMMY'S PIZZA	364.42
	TOTAL	603.37
PUBLIC LIBRARY		
0205640	LEAGUE OF MN CITIES INS TRUST	25,498.00
	TOTAL	25,498.00
CENTRAL SCHOOL		
0205640	LEAGUE OF MN CITIES INS TRUST	27,705.00
0218745	ASHLEY BRUBAKER	214.95
0221525	BUNES SEPTIC SERVICE INC	180.00
1801555	RAPID PEST CONTROL INC	63.25
	TOTAL	28,163.20
AIRPORT		
0205640	LEAGUE OF MN CITIES INS TRUST	17,285.00
0221525	BUNES SEPTIC SERVICE INC	255.00
0301685	CARQUEST AUTO PARTS	37.79
0315455	COLE HARDWARE INC	71.41
0401804	DAVIS OIL INC	67.00
0504825	EDWARDS OIL INC	1,366.04
0801836	HAWKINSON SAND & GRAVEL	393.18
0920060	ITASCA COUNTY TREASURER	159.98
1209735	LITTLE FALLS MACHINE INC	340.20
1301015	MACQUEEN EQUIPMENT INC	285.45
1303039	MCCOY CONSTRUCTION & FORESTRY	113.38
1608345	PHILS GARAGE DOOR	686.00
2018680	TRU NORTH ELECTRIC LLC	1,068.60
	TOTAL	22,129.03
ECONOMIC DEVELOPMENT AUTHORITY		
0205640	LEAGUE OF MN CITIES INS TRUST	30.00
	TOTAL	30.00

DATE: 02/10/2023
 TIME: 11:56:15
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 02/13/2023

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
0205640	LEAGUE OF MN CITIES INS TRUST	26,320.00
	TOTAL	26,320.00
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	123.83
0315455	COLE HARDWARE INC	11.95
0605652	FERGUSON WOLSELEY IND GROUP	530.64
1200500	L&M SUPPLY	176.63
1309332	MN STATE RETIREMENT SYSTEM	1,797.08
1800655	R & R SPECIALTIES INC	3,755.06
1801550	RAPID GARAGE DOOR COMPANY INC	278.00
1801613	RAPIDS PRINTING	132.00
2000522	TNT CONSTRUCTION GROUP, LLC	3,970.00
2209421	VIKING ELECTRIC SUPPLY INC	612.46
	TOTAL GENERAL ADMINISTRATION	11,387.65
STATE HAZ-MAT RESPONSE TEAM		
0205640	LEAGUE OF MN CITIES INS TRUST	671.00
0920060	ITASCA COUNTY TREASURER	91.31
	TOTAL	762.31
CEMETERY		
0205640	LEAGUE OF MN CITIES INS TRUST	4,525.00
0920060	ITASCA COUNTY TREASURER	64.91
	TOTAL	4,589.91
DOMESTIC ANIMAL CONTROL FAC		
0205640	LEAGUE OF MN CITIES INS TRUST	3,381.00
0701650	GARTNER REFRIGERATION CO	132.69
0920060	ITASCA COUNTY TREASURER	207.20
	TOTAL	3,720.89
GENERAL CAPITAL IMPRV PROJECTS		

DATE: 02/10/2023
 TIME: 11:56:15
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 02/13/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL CAPITAL IMPRV PROJECTS		
2022-1	HIGHWAY 2 LIGHTING	
1900225	SEH	887.53
TOTAL 2022-1 HIGHWAY 2 LIGHTING		887.53
MAY MOBILITY		
1612745	PLUM CATALYST LLC, THE	4,000.00
TOTAL MAY MOBILITY		4,000.00
MUNICIPAL ST AID MAINTENANCE		
7TH AVE SE OVERLAY		
0218115	BRAUN INTERTEC CORPORATION	250.00
TOTAL 7TH AVE SE OVERLAY		250.00
GR/COHASSET IND PK INFRAST		
1900225	SEH	8,316.00
TOTAL		8,316.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-PUBLIC WORKS		
1401725	NATIONAL SIGNAL INC	10,500.00
TOTAL CAPITAL OUTLAY-PUBLIC WORKS		10,500.00
EDA - CAPITAL PROJECTS		
AIRPORT SOUTH INDUSTRIAL PARKS		
0205640	LEAGUE OF MN CITIES INS TRUST	1,305.00
TOTAL AIRPORT SOUTH INDUSTRIAL PARKS		1,305.00
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0205640	LEAGUE OF MN CITIES INS TRUST	9,541.00
0315495	COMMERCIAL REFRIGERATION	128,126.50
0900055	ICS CONSULTING INC	7,536.00
1801610	RAPIDS PLUMBING & HEATING INC	60,325.00
TOTAL IRA CIVIC CENTER RENOVATION		205,528.50

DATE: 02/10/2023
 TIME: 11:56:15
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 02/13/2023

VENDOR #	NAME	AMOUNT DUE

2022	INFRASTRUCTURE/ARPA	
	FOREST LK UTILITY EXTENSIONS	
1900225	SEH	427.00
	TOTAL FOREST LK UTILITY EXTENSIONS	427.00
21ST	STREET IMPROVEMENTS	
1900225	SEH	1,652.15
	TOTAL 21ST STREET IMPROVEMENTS	1,652.15
POKEGAMA GOLF COURSE		
0205640	LEAGUE OF MN CITIES INS TRUST	11,769.00
	TOTAL	11,769.00
STORM WATER UTILITY		
0205640	LEAGUE OF MN CITIES INS TRUST	2,974.00
0301685	CARQUEST AUTO PARTS	134.56
0301705	CASPER CONSTRUCTION INC	4,060.00
0401804	DAVIS OIL INC	2,847.31
0920060	ITASCA COUNTY TREASURER	907.42
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1903554	SCOTT'S AUTO ELECTRIC INC	260.00
2009725	TITAN MACHINERY INC	1,970.29
	TOTAL	15,353.58
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$680,568.73
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113105	AMAZON CAPITAL SERVICES	848.16
0301650	JEFF CARLSON	925.00
0305530	CENTURYLINK QC	48.99
0315105	COALITION OF GREATER MN CITIES	85.00
0315454	TRAVIS COLE	174.00
0315543	CONSTELLATION NEWENERGY -GAS	1,225.41
0409655	TIMOTHY DIRKES	925.00
0504615	JUSTIN EDMUNDSON	925.00
0605191	FIDELITY SECURITY LIFE	93.50
0609700	CARL EDWARD FISCHER	300.00
0701505	JEREMY GAMBILL	47.00
0717988	SHAWN GRAEBER	150.00

DATE: 02/10/2023
 TIME: 11:56:15
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 02/13/2023

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL	APPROVAL	
PRIOR APPROVAL		
0718015	GRAND RAPIDS CITY PAYROLL	293,164.49
0718070	GRAND RAPIDS STATE BANK	65.00
0815440	HOLIDAY STATIONSTORES LLC	170.50
0900060	ICTV	37,249.25
0920036	ITASCA COUNTY ATTORNEY OFFICE	1,111.00
1105225	CITY OF KEEWATIN	802.94
1121695	LANCE KUSCHEL	150.00
1201402	LAKE COUNTRY POWER	45.51
1205105	GREG LEASE	925.00
1215250	LOFFLER COMPANIES INC	1,065.60
1301145	MARCO TECHNOLOGIES, LLC	90.02
1301146	MARCO TECHNOLOGIES, LLC	104.29
1301262	BRIAN MATTSON	925.00
1305046	MEDIACOM LLC	136.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,089.35
1309193	MN FIRE SERV CERTIFICATION BRD	252.00
1309199	MINNESOTA ENERGY RESOURCES	7,812.44
1309332	MN STATE RETIREMENT SYSTEM	2,002.00
1309335	MINNESOTA REVENUE	1,506.00
1309338	MN STATE TREAS/BLDG INSPECTOR	2,489.93
1309375	MINNESOTA UNEMPLOYMENT COMP FD	2,437.37
1315630	ASHLEY MORAN	937.00
1321750	MUTUAL OF OMAHA	499.44
1401705	CITY OF NASHWAUK	727.64
1405435	JEREMY NELSON	925.00
1415026	MICHELLE NORRIS	925.00
1415479	NORTHERN DRUG SCREENING INC	114.00
1502645	GARY O'BRIEN	925.00
1516220	OPERATING ENGINEERS LOCAL #49	121,352.00
1518550	MATTHEW O'ROURKE	925.00
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	1,417.27
1605734	JON PETERSON	92.00
1615500	SHAUN POMPLUN	925.00
1621130	P.U.C.	12,224.56
1800125	RBC WEALTH MANAGEMENT	245,000.00
1815225	JEFF DAVID ROERICK	925.00
1901820	WILLIAM SAW	925.00
1903555	ERIK SCOTT	98.25
1903557	TROY SCOTT	925.00
1913344	HEATH SMITH	925.00
2000100	TASC	63.00
2114360	UNITED PARCEL SERVICE	21.76
2209665	VISA	6,695.28
2301700	WM CORPORATE SERVICES, INC	2,868.07
2305300	MATTHEW WEGWERTH	331.00

DATE: 02/10/2023
 TIME: 11:56:15
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 02/13/2023

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
2305825	WEX INC	14,068.48
T001464	BARBARA L BUNCH	1,000.00
T001465	NORTHFIELD CONSTRUCTION CO	3,500.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$780,699.49
TOTAL ALL DEPARTMENTS		\$1,461,268.22

Grand Rapids Police Community Advisory Board (PCAB)
Location: Grand Rapids City Hall – Council Chambers
Meeting Date: October 20, 2022 at 4:00 pm

MINUTES

ROLL CALL:

Present: Police Chief Steve Schaar, Captain Andy Morgan, Captain Kevin Ott

Guest Presenter: Erik Scott – GR City IT

PCAB Members: Jillian Buck, Dana Butler, Dan Butterfield, Steve Connolly, Pam Dowell, Tom Neustrom, Richy Pederson, Wendy Uzelac

PUBLIC INPUT: None

AGENDA:

- City Email going forward and technical information – presentation by Erik Scott, IT – City of Grand Rapids. City volunteers may continue with City email addresses, use their own personal email or create another alternative email.
- Safety Camp Review – Capt. Morgan outlined the event, and participants, and presented photos of the day's activities.
- GRPD presentation to local social services/out-of-home juvenile providers – Capt. Morgan provided an overview that was given to an audience of foster providers and Itaskin Juvenile Center staff.
- Letters of Appreciation: Officers Norris, Moran, Lease, Carlson. Letters were given to PCAB members and an overview was presented by Capt. Morgan.
- BCA Uniform Crime Report and Predatory Report: Capt. Morgan presented an overview of the BCA Crime Report and the City of GRPD predatory offender registry.
- NAMI presentation at the Reif Center – Trauma, Recovery, Resilience and Wellness overview.
- Swatting Letter – overview of the letter that was sent out from the GRPD and District #318 regarding false Sept. 21, 2022 "swatting" calls that went to various law enforcement agencies throughout MN alleging threats at local schools.
- Active shooting training overview and newspaper articles on the training. Capt. Morgan reported a good attendance of a mix of area LE, PCAB members, city council, District #318 reps, area chaplains, etc. Morgan said the GRPD is building a good in-house training program and will continue to provide more outreach from that training.
- Discussion about continuing "Riding Along" stories where a PCAB member rides with a GRPD officer so cross public relation and communication is exchanged between the citizen volunteer and law enforcement. PCAB member Jillian Buck said she would like to be interviewed from her ride-a-long with Officer Ashley Moran. Pam Dowell will follow up with both. Richy Pederson offered that he would like to participate next.

- UPCOMING – SHOP WITH A HERO will be held on December 11, 2022. Capt. Morgan said the activity starts at 9 am and encouraged PCAB members to participate at the wrapping tables. If members know of candidates for the event, they can contact Morgan for the form. PCAB members Wendy Uzelac and Pam Dowell stated they would volunteer.

CORRESPONDENCE: none

APPROVE MINUTES:

- August 4, 2022 minutes were approved. First motion by Pam Dowell. Second motion by Dan Butterfield. All approved.

BUSINESS:

- Tom Neustrom asked the GR City Council members to be invited to attend PCAB meetings in the next year – perhaps alternate attendance. Will add it as an AGENDA item for the next meeting.
- Richy Pederson inquired on the best process for bringing forward citizen concerns to a PCAB meeting. He was advised pending the situation – the issue could be addressed as an agenda item or in the business section of each PCAB meeting.
- Wendy Uzelac, who also serves on the AG Association Board at the Fairgrounds, discussed ongoing problems with property damage and misc. vandalism at the fairgrounds. The fairgrounds are in the city proper and she inquired about the added patrol. Capt. Ott said he would bring it to the patrol teams.

UPDATES and ANNOUNCEMENTS:

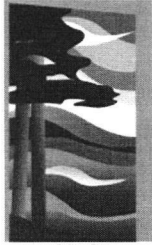
Notification of END OF TERMS for Wendy Uzelac and Tom Neustrom and a reminder to re-apply if wanting to continue in service. Also, an announcement for Election of Officers at the next PCAB meeting to be held on Thursday, January 19, 2023, at 4 pm – held at City Hall.

SET AGENDA:

- Neustrom – a recommendation to invite GR City Council to attend a PCAB meeting
- Dowell – re-introduce increasing PCAB meetings from 4 times per year to 6 times per year, meeting every other month, as was practiced prior to Covid.

ADJOURN – All approved

Respectfully submitted: Pam Dowell, Secretary PCAB



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, December 14, 2022

5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, December 14, 2022 at 5:00 PM in City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

Present: Blocker, Lassen, MacDonell, Richards, Tabbert, Teigland

Absent: Kee, Martin, Squadroni

Staff: Will Richter, Library Director

APPROVAL OF AGENDA:

Mover: Blocker

Secunder: Richards

Result: Approved 6-0

PUBLIC COMMENT (if anyone wishes to address the Board):

Non

APPROVAL OF MINUTES:

1. Consider approval of Library Board Meeting Minutes from 11-09-2022

Mover: Richards

Secunder: Teigland

Result: Approved 6-0

COMMUNICATIONS:

2. Contact us form: Ron Lichtle

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Consider approval of financial reports and payment of bills as presented.

Mover: Blocker

Seconder: Richards

Result: Approved 6-0 roll-call

CONSENT AGENDA (Roll Call Vote Required):

4. Late bill: City of Grand Rapids - December janitorial
5. Late bill: City of Grand Rapids - IT fees
6. Approve payment of late bill: Demco
7. Consider accepting donations listed in Resolution 2022-12

Mover: Tabbert

Seconder: Blocker

Result: Approved 6-0 roll-call

REGULAR AGENDA:

8. Department Head Report to Council

Informational

9. Labor Agreement between City of Grand Rapids and AFSCME Local 3456A

Informational

10. Farewell to Jean MacDonell (3 terms) and Lisa Tabbert (2 terms) after a combined 16 years of service.

UPDATES:

Friends

Teigland – Friends luncheon was this week

Foundation – New email address grlibraryfoundation@gmail.com; 2023 Q1 meeting in February

Tabbert


STAFF REPORTS:

11. Staff Reports and Library Statistics

Informational

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 11, 2023, AT 5:00 PM.

A handwritten signature in cursive script that reads "Lisa Tabbert". The signature is written in black ink and is positioned below the meeting information.

ATTEST: Lisa Tabbert, Library Board Secretary

DATE: 12/06/2022
 TIME: 16:24:55
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/14/2022

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0113100	AMAZON.COM	297.90
0114200	ANDERSON GLASS	3,500.00
0118100	ARAMARK UNIFORM SERVICES	88.44
0118660	ARROWHEAD LIBRARY SYSTEM	90.25
0201428	BAKER & TAYLOR LLC	4,220.96
0212124	BLACKSTONE PUBLISHING	235.00
0221650	BURGGRAF'S ACE HARDWARE	79.99
0502705	EBSCO SUBSCRIPTION SERVICE	5,523.75
0718010	CITY OF GRAND RAPIDS	1,700.00
0914325	INGRAM ENTERTAINMENT INC.	116.83
0914540	INNOVATIVE OFFICE SOLUTIONS LL	766.00
1209120	LIBRARY STORE INC	1,452.51
1401650	NARDINI FIRE EQUIPMENT CO INC	1,408.00
1901435	SALEM PRESS	845.50
1901535	SANDSTROM'S INC	204.94
1908570	SHOWCASES	1,021.68
2005150	TECH LOGIC CORPORATION	433.00
2114356	UNIQUE MANAGEMENT SERVICES	186.40

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$22,171.15

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.32
0201675	ANDREAS BARNETT	40.00
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	41,135.97
1301146	MARCO TECHNOLOGIES, LLC	120.43
1305725	METROPOLITAN LIFE INSURANCE CO	76.14
1309199	MINNESOTA ENERGY RESOURCES	130.29
1309335	MINNESOTA REVENUE	39.24
1516220	OPERATING ENGINEERS LOCAL #49	9,162.00
1601750	PAUL BUNYAN COMMUNICATIONS	324.61
1612200	GAVIN WILLIAM PLATT	40.00
1621130	P.U.C.	2,589.69
1901795	AMY M SAVELA	125.00
2301700	WM CORPORATE SERVICES, INC	141.62

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$53,986.21

TOTAL ALL DEPARTMENTS \$76,157.36

RESOLUTION NO. 2022-12
A RESOLUTION ACCEPTING DONATIONS

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes, and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, that the Library Board of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations and terms of the donors as follows:

Susan Hawkinson \$100.00 (no designation)

Grand Rapids Area Library Friends \$3,293.07

Library Book Drop Bins \$1,435.56

Library Media Drop Chute \$1,452.51

Book Page subscription \$405.00


Grand Rapids Area Library Foundation \$800.00

Storytime – September and October

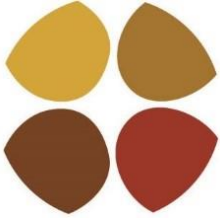
ISD 318 \$486.66

Safe Routes to School Program

Adopted this 14th day of December, 2022


Jean MacDonell, President


Lisa Tabbert, Secretary



CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, December 28, 2022
4:00 PM

MISSION STATEMENT

The Mission of the Grand Rapids Human Rights Commission is to promote a community of harmony and respect for the rights and dignity of all.

CALL TO ORDER: Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Weekday, December 28, 2022 at 4:00 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

The meeting was called to order at 4:05pm.

ROLL CALL:

PRESENT

Commissioner Bernadine Joselyn
Commissioner Doug Learmont
Commissioner Edward Krumpotich
Commissioner Amanda Lussier
Commissioner Joan Gunderman
Chair Lea Friesen

ABSENT

Commissioner Angella Erickson
Commissioner Tasha Connelly
Commissioner Ashley Goodman

PUBLIC INPUT (if anyone wishes to address the Commission): No Public Input.

SETTING THE AGENDA: (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Commission members present.)

Motion was made by Commissioner Learmont and Second by Commissioner Krumpotich to add 6a) City Email Questions and 6b) Resignation of Chair Lea Friesen. All in favor, Motion Passed.

PRESENTATION:

1. Monthly Speaker: December, None.

APPROVE MINUTES:

2. Approve November 30, 2022, Minutes
3. Approve November 30, 2022 Worksession Minutes

Motion made by Chair Friesen and Second by Commissioner Learmont to accept both sets of minutes from the Regular Meeting and Worksession Minutes from November 30th, 2022.

FINANCIALS:

4. Review Financials for December 2022.
There has been no change since November Financials. The Commission reviewed.

BUSINESS:

5. Election of Officers

This item to be tabled as Commissioner Erickson, who is the Vice Chair of the Commission, is absent. The Election of Officers will take place at the next meeting, January 25th, 2023.

6. New City Councilor to the Commission

This item to be tabled until the next meeting as it has not been established yet who the new Councilmember will be.

6a. City Email Questions

Note to check the next agenda when sending out emails. No other questions.

6b. Resignation of Chair Lea Friesen

Lea will be turning in her resignation, so this will be her last meeting.

UPDATES:

7. Human Rights Awareness Day - Recap

Discussion of the Human Rights Awareness Day. The Commission members all felt well prepared for the presentation and it were pleasantly surprised at the great reception of the content and the responsiveness from the 9th grade students. The Commission will approach the other two teachers to set up a time for the presentation for their classes in the future.

The Commission would like to do a media piece, spotlighting the presentation given to the High School class for the Human Rights Awareness Day, but will wait for feedback from the Superintendent of 318 and other Administration Officials before it goes that route.

8. 2023 Workplan Review and Finalization

The Human Rights Commission's Workplan looks very good, with a huge thanks for Commissioner Erickson. The Commission now needs to bring it to an upcoming City Council to be approved. City Administrator Tom Pagel would be able to confirm available dates to present the Workplan.

9. Nameplates

The Commissioner's nameplates are on order.

CALLS/COMPLAINTS/INQUIRIES: None.

SET AGENDA FOR NEXT MEETING:**BUSINESS:**

4. Election of Officers

5. Introduction of New City Councilor to the Commission

6. City Email

UPDATES:

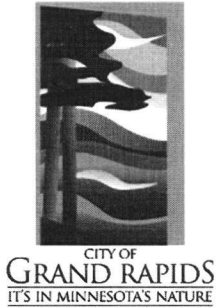
7. Human Rights Awareness Day - Recap

8. 2023 Workplan Finalization

ADJOURN:

Meeting adjourned at 4:55pm

Respectfully submitted by Cynthia Lyman



GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, January 11, 2023

5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, January 11, 2023 at 5:00 PM in City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

2022 Vice President Martin called the meeting to order at 5:00 P.M.

CALL OF ROLL:

All Library Board Members present.

Organizational meeting for 2023 Library Board:

Election of 2023 Board President, Vice President, and Secretary

It was the consensus of the Board to nominate a slate of officers for 2023:

President: Martin

Vice President: Richards

Secretary: Kee

Result: Passed unanimously

APPROVAL OF AGENDA:

Mover: Blocker

Secunder: Dobbs

Result: Passed unanimously

PUBLIC COMMENT (if anyone wishes to address the Board):

None

APPROVAL OF MINUTES:

1. Consider approval of library board meeting minutes from 12-14-2022.

Motion to approve 12-14-2022 Library Board Meeting Minutes

Mover: Teigland

Secunder: Blocker

Result: Passed unanimously

COMMUNICATIONS:

None

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Consider a motion to approve payment of Bill List and Library Financials as presented.

Motion to approve Library Financials and payment of Bill List.

Mover: Kee

Secunder: Dobbs

Result: Passed unanimously on a roll-call vote.

CONSENT AGENDA (Roll Call Vote Required):

3. Consider adopting resolution 2023-01 accepting donations.

Motion to adopt resolution 2023-01 accepting donations.

Mover: Richards

Secunder: Blocker

Result: Passed unanimously on a roll-call vote.

REGULAR AGENDA:

4. ISD 318 Combined Polling Place Resolution
Informational – no action taken
5. League of Minnesota Cities 2023 City Policies for Legislative and Administrative Action
Informational – no action taken
6. Minnesota Library Association 2023 Legislative Priorities
Informational – no action taken

UPDATES:

Friends

By Teigland: Friends Board met 01-09-2023. We need more donations for the used bookstore. (Blocker will accept donations at Caribou (North) and bring them to the library.)

Foundation

By Barr: Next meeting of the Foundation Board is 02-16-2023 at CPC – 5:00 P.M.

STAFF REPORTS:

7. Library Reports & Statistics
Informational – no action taken

ADJOURNMENT:

Chair Martin adjourned the meeting at 5:40 P.M.

NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 8, 2023, AT 5:00 PM.

ATTEST: Will Richter, Director of Library Services

DATE: 01/05/2023
 TIME: 15:04:19
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/11/2023

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0113100	AMAZON.COM	514.16
0118100	ARAMARK UNIFORM SERVICES	88.44
0118660	ARROWHEAD LIBRARY SYSTEM	120.53
0201428	BAKER & TAYLOR LLC	1,309.53
0212124	BLACKSTONE PUBLISHING	165.23
0215750	BOUNDARY WATERS JOURNAL	26.00
0221650	BURGGRAF'S ACE HARDWARE	14.99
0305485	CENGAGE LEARNING INC	5,019.00
0405223	MDI	210.00
0405500	DEMCO INC	478.91
0421455	DULUTH NEWS TRIBUNE	346.84
0609525	FINDAWAY WORLD LLC	339.95
0701650	GARTNER REFRIGERATION CO	2,782.03
0914325	INGRAM ENTERTAINMENT INC.	110.73
0914540	INNOVATIVE OFFICE SOLUTIONS LL	106.29
0914800	INVEST EARLY PROJECT	400.00
1205850	LEXIS NEXIS	345.31
1605665	PERSONNEL DYNAMICS LLC	126.22
1901535	SANDSTROM'S INC	94.30
1903225	SCENIC RANGE NEWS FORUM	25.00
2018680	TRU NORTH ELECTRIC LLC	935.38
2114356	UNIQUE MANAGEMENT SERVICES	256.30
T001462	UNIVRSTY OF WISCONSIN- MADISON	20.00

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$13,835.14

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.32
0405500	DEMCO INC	981.42
0502705	EBSCO SUBSCRIPTION SERVICE	-14.40
0605191	FIDELITY SECURITY LIFE	4.90
0718010	CITY OF GRAND RAPIDS	9,300.00
0718015	GRAND RAPIDS CITY PAYROLL	41,053.39
1301146	MARCO TECHNOLOGIES, LLC	120.43
1309199	MINNESOTA ENERGY RESOURCES	178.48
1309335	MINNESOTA REVENUE	31.13
1516220	OPERATING ENGINEERS LOCAL #49	9,162.00
1601750	PAUL BUNYAN COMMUNICATIONS	320.11
1612200	GAVIN WILLIAM PLATT	40.00
1621130	P.U.C.	2,269.74
2209665	VISA	1,616.34
2301700	WM CORPORATE SERVICES, INC	141.62

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$65,259.48

TOTAL ALL DEPARTMENTS \$79,094.62

RESOLUTION NO. 2023-1
A RESOLUTION ACCEPTING DONATIONS

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes, and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, that the Library Board of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations and terms of the donors as follows:


Grand Rapids Area Library Foundation
\$400.00 Storytime! (November 2022)

Grand Rapids Area Library Friends
\$430.20 Book Club Kits

Carol Morrill
\$200.00

Adopted this 11th day of January, 2023


MARTENS, President



KLEE, Secretary



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
MEETING MINUTES**

Wednesday, January 11, 2023

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, January 11, 2023 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENT:

President Tom Stanley
Commissioner Rick Smith
Commissioner Dale Adams

ABSENT WITH NOTICE:

Secretary Luke Francisco
Commissioner Nancy Saxhaug

PUBLIC FORUM:

Pete Garsow discussed an issue with a hanging tree, heavy with snow, above a powerline near his house. The Commission thanked him for his input and assured that the problem would be addressed.

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the December 14, 2022 Regular Commission Meeting.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve the minutes of the December 14, 2022 Regular Commission Meeting.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Smith, Commissioner Adams

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,726,141.93 of verified claims for December 2022.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve \$1,726,141.93 of verified claims for December 2022.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Smith, Commissioner Adams

COMMISSION REPORTS:

Commissioner Adams thanked the Commission for allowing him to serve and hopes to do as well as Commissioner Blake did during his service.

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve the consent agenda as read.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Adams, Commissioner Smith

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for December 2022.

Approved by consent agenda vote.

4. Consider a motion to ratify the procurement contract with Electric Pump for the rebuilding of the sump pump for the screen house for \$3,643.90.

Approved by consent agenda vote.

5. Consider a motion to ratify the procurement contract with Jamar Company for insulating the oxygen line at the super oxygen site for \$4,030.

Approved by consent agenda vote.

6. Consider a motion to ratify the procurement contract with PSI Engineering for rebuilding a booster pump for water distribution for \$4,254.

Approved by consent agenda vote.

7. Consider a motion to ratify the procurement contract with GPM for parts to rebuild the backwash pump at the water plant for \$2,001.56.

Approved by consent agenda vote.

SETTING OF REGULAR AGENDA: This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

Motion made by Commissioner Smith, Seconded by Commissioner Adams to set the Regular Agenda as presented.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Smith, Commissioner Adams

ADMINISTRATION:

8. Review Administration Department Monthly Report

General Manager Julie Kennedy reviewed the January Administration Department Report with the Commission.

BUSINESS SERVICES DEPARTMENT:

9. Consider a motion to approve the 2023 workers' compensation premium coverage quotation regular premium option from the LMCIT in the amount of \$101,018, authorize the general manager to sign premium documents, and approve the payment of the 2023 insurance premium of \$101,018 to the LMCIT.

Motion made by Commissioner Smith, Seconded by Commissioner Adams approve the 2023 workers' compensation premium coverage quotation regular premium option from the LMCIT in the amount of \$101,018, authorize the General Manager to sign premium documents, and approve the payment of the 2023 insurance premium of \$101,018 to the LMCIT.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Smith, Commissioner Adams

10. Review Business Services Monthly Department Report

Business Services Manager Jean Lane reviewed the January Business Services Department Report with the Commission.

ELECTRIC DEPARTMENT:

11. Review Electric Department Monthly Report

General Manager Julie Kennedy reviewed the January Electric Department Report with the Commission.

WATER AND WASTEWATER DEPARTMENT:

12. Review Water-Wastewater Department Monthly Report

Water/Wastewater Department Manager Steve Mattson reviewed the January Water and Wastewater Department Report with the Commission.

SAFETY REPORT:

13. Review Safety Monthly Report

General Manager Julie Kennedy reviewed the January Safety Report with the Commission.

ADJOURNMENT:

By call of the chair the meeting was declared adjourned at 4:28 PM.

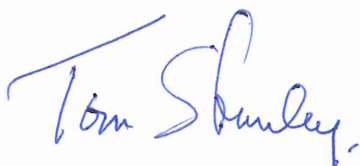
Respectfully submitted: Carrie Jo Kruger, Administrative/HR Assistant.



The next Regular Work Session is scheduled for Wednesday, January 25, 2023 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, February 8, 2023 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 and we will provide you with a copy of the policy.





GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, January 12, 2023
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, January 12, 2023 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
Commissioner Cory Jackson
Commissioner Mike Korte
Commissioner Tasha Connelly
Commissioner Wayne Bruns
Commissioner Tom Sutherland

ABSENT

President Sholom Blake

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

Approved with addition:

Industrial park update

APPROVE MINUTES

1. Consider approval of minutes from the December 15, 2022 regular meeting.

Motion by Commissioner Bruns, second by Commissioner Connelly to approve the minutes from the December 15, 2022 regular meeting. The following voted in favor thereof: Jackson, Bruns, Connelly, Sutherland, Korte, Hodnik. Opposed: None, motion passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$20,942.06.

Motion by Commissioner Connelly, second by Commissioner Korte to approve the claims in the amount of \$20,942.06. The following voted in favor thereof: Hodnik, Korte, Sutherland, Connelly, Bruns, Jackson. Opposed: None, passed unanimously.

BUSINESS

3. Consider approval of the 2023 GREDA Work Plan

Motion by Commissioner Bruns, second by Commissioner Jackson to approve the 2023 GREDA Work Plan. The following voted in favor thereof: Jackson, Bruns, Connelly, Sutherland, Korte, Hodnik. Opposed: None, motion passed unanimously.

4. Consider approval of 2023 Central School Leases

Motion by Commissioner Jackson, second by Commissioner Korte to approve the 2023 Central School Leases. The following voted in favor thereof: Hodnik, Korte, Sutherland, Connelly, Bruns, Jackson. Opposed: None, motion passed unanimously.

5. Consider adopting a resolution accepting a grant from the Blandin Foundation for the establishment of the Downtown Entertainment Loan program.

Motion by Commissioner Connelly, second by Commissioner Sutherland to adopt a resolution accepting a Blandin Foundation Downtown Entertainment Loan program grant. The following voted in favor thereof: Hodnik, Korte, Sutherland, Connelly, Bruns, Jackson. Opposed: None, motion passed unanimously.

6. Consider approval of the Downtown Entertainment Loan Program Policy and Application Form

Motion by Commissioner Connelly, second by Commissioner Bruns to approve the Downtown Entertainment Loan Program Policy and Application Form. The following voted in favor thereof: Jackson, Bruns, Connelly, Sutherland, Korte, Hodnik. Opposed: None, passed unanimously.

7. Accept a Letter of Intent to purchase Lot 3, Block 3, Great River Acres

Motion by Commissioner Bruns, second by Commissioner Korte to accept a letter of Intent to purchase Lot 3, Block 3, Great River Acres. The following voted in favor thereof: Jackson, Bruns, Connelly, Sutherland, Korte, Hodnik. Opposed: None, motion passed unanimously.

8. Consider approval of a proposal from SEH for the preparation of a preliminary and final plat of the former Forest Lake School site for a single-family residential development.

Motion by Commissioner Jackson, second by Commissioner Connelly to approve a proposal from SEH for the preparation of a preliminary and final plat of the former Forest Lake School site for a single-family residential development. The following voted in favor thereof: Jackson, Bruns, Connelly, Sutherland, Korte, Hodnik. Opposed: None, motion passed unanimously.

UPDATES

9. ASV/Yanmar Expansion

Design is underway for a 32,000 square foot addition.

10. Cambium Development Downtown Hotel

The developer is working on a business model for a boutique hotel and making adjustments to the preliminary design. There is still interest in the project and a grant has been secured to take down the former Janecke building.

Industrial Park Project- A review of the project funding sources and increase of in cost is underway. Mr. Solberg is working for the City of Grand Rapids to lobby with the legislature for direct fun

ADJOURN

There being no further business the meeting adjourned at 5:04 p.m.

MEMBERS & TERMS

Rick Blake - 12/31/2022 (with Council term)

Tasha Connelly - 12/31/2022 (with Council term)

Cory Jackson - 3/1/23

Mike Korte - 3/1/22

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 02/13/2023

AGENDA ITEM: Consider a request by the police department to accept a grant from USPCA AKC Reunite Adopt a K9 Cop in the amount of \$7500.00 and consider adopting a resolution to accept the same.

PREPARED BY: Captain Kevin Ott

BACKGROUND:

On 01/09/2023 the Grand Rapids City Council authorized the police department to apply for a grant through the USPCA (United States Police Canine Association). The matching grant was for \$7500.00 to assist in funding the purchase of a new police canine.

On 01/25/2023 the police department was notified that the USPCA AKC Reunite Adopt a K9 Cop was awarded.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution for the police department to accept \$7500.00 from USPCA AKC Reunite Adopt a K9 Cop.

From: Mark Darnell
To: [Kevin Ott](#)
Subject: USPCA AKC REUNITE K9 Grant
Date: Wednesday, January 25, 2023 9:34:34 AM

Capt. Kevin Ott,

I am **PLEASED** to inform you that your USPCA AKC REUNITE K9 Grant Application has been **APPROVED!**

It will take approximately 5-8 weeks to receive the check in the amount of \$7500. Please be advised that you may receive the AKC REUNITE Stickers prior to the check as they are mailed separately.

Congratulations!

The Check will be made out to the entity that is on the W-9 Form. It is the only way we can do it. Thank you for your understanding.

Please Keep This Email and Notify me when you have Received the Check so that I may close your file.

Thank You!

**Always Working to Improve Police K9
Mark A. Darnell
USPCA Grant Coordinator**

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A \$7,500 GRANT FROM THE USPCA FOR THE PURCHASE OF A POLICE K-9

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$7,500 grant from the USPCA to be used towards the purchase of a Police K-9.

Adopted this 13th day of January 2023.

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

Councilor seconded the foregoing resolution and the following voted in favor thereof: ; and the following voted against same: None, whereby the resolution was declared duly passed and adopted.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13th, 2023

AGENDA ITEM: Consider adopting a resolution supporting a request for funding from the Corridors of Commerce program

PREPARED BY: Matt Wegwerth

BACKGROUND:

City staff have requested federal funding to help with capacity and safety improvements in the area of the intersection of TH 169 and TH 2. The attached resolution supports this request.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution supporting a request for funding from the Corridors of Commerce program

Council member _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO.23-__

A RESOLUTION OF SUPPORT REQUESTING FUNDING FOR TRUNK HIGHWAY 169 (TH169) AND TRUNK HIGHWAY 2 (TH2) INTERSECTION IMPROVEMENTS

WHEREAS, TH 169 and TH 2 are important routes not only for our local residents but also for the state wide transportation network; and,

WHEREAS, existing and future traffic volumes are such that congestion does and will continue to negatively impact the ability of the intersection to move traffic; and,

WHEREAS, Grand Rapids has identified this intersection as needing safety and capacity improvements; and,

WHEREAS, the City of Grand Rapids would like to submit a resolution of support to receive federal transportation funds to make capacity and safety improvements to the intersection of TH 169 and TH 2; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that the City of Grand Rapids supports the City in preparing and submitting a resolution of support for the TH 169/ TH 2 intersection improvements project in the Corridors of Commerce program category based upon preliminary layout information project to the City for review.

Adopted by the Council this 13th day of February 2023.

Dale Christy, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

Council member _____ seconded the foregoing resolution and the following voted in favor thereof: _____ ; and the following voted against same: _____ ; whereby the resolution was declared duly passed and adopted.



CITY OF
GRAND RAPIDS
 IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust.

PREPARED BY: Laura Pfeifer

BACKGROUND:

The City of Grand Rapids has had their general liability insurance with the League of Minnesota Cities Insurance Trust (LMCIT) for many years. The League's insurance is very comprehensive and they have, for the past several years, given us a refund check at the end of the year which represents our portion of the refund to the cities insured by them because of lower than anticipated insurance claims. For 2022 the LMCIT property/casualty dividend refund for the City of Grand Rapids was \$47,070.

The premium for the 2023 plan year is \$310,175, which is \$34,763 more than in 2022. Our insurance agent is paid on a flat fee structure; this fee is included in this premium and has not increased from last year.

The general liability includes property, inland marine, general liability, glass, miscellaneous equipment, vehicles, etc. The premium is based on personnel costs, amount and value of property equipment and vehicles, the amount of capital construction and other factors. This coverage includes the City Hall, Public Library, Central School, Civic Center, various other City-owned properties and all City Departments (excluding Public Utilities). This amount is part of the 2023 adopted budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve the general liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2023 plan year and authorize payment of the insurance premium for \$310,175.



**CONNECTING & INNOVATING
SINCE 1913**

Invoice

Member Name and Address
Grand Rapids, City Of
420 North Pokegama Ave
Grand Rapids, MN 55744-2658

Invoice Date
01/11/2023

Agent
Otis-Magie Insurance Co
PO Box 137
Duluth, MN 55801-0137
(218)625-2133

Account Number: 40003953
Account Type: Property/Casualty Coverage Premium
Current Balance: \$ 310,175.00
Minimum Due: \$ 310,175.00
Due Date: 03/01/2023

Summary of activity since last Billing Invoice	Date	Activity	Account Balance	Minimum Due
See reverse side and attachments for additional information		Previous Invoice Balance	275,412.00	
		Payments Received	-00	
		Total of Transactions and Fees shown on reverse or attached	310,175.00	
		Current Balance	\$ 310,175.00	\$ 310,175.00

Detach and return this Payment Coupon with your payment	Account Number	Invoice Date	Due Date	Current Balance	Minimum Due	Amount Enclosed
	40003953	01/11/2023	03/01/2023	\$ 310,175.00	310,175.00	\$ _____

Member Name Grand Rapids, City Of

BILLING INVOICE - Return stub with payment - make checks payable to:

Mail payment
7 days before
Due Date to
ensure timely
receipt

League of MN Cities Insurance Trust P&C
c/o Berkley Risk Administrators Company
222 South Ninth Street, Suite 2700
P.O. Box 581517
Minneapolis, MN 55458-1517



CONNECTING & INNOVATING
SINCE 1913

Invoice

Detail of Package 1000942-7 Agreement Period 01/01/2023 - 01/01/2024	Transaction Amount	Minimum Due
activity since Agreement Previous Balance	\$ 0.00	
last Invoice Renewal - PR 01/10/2023	\$ 310,175.00	
Agreement Ending Balance	\$ 310,175.00	\$ 310,175.00
 Defense Cost Reimbursement 1000943-7 Agreement Period 01/01/2023 - 01/01/2024		
Agreement Previous Balance	\$ 0.00	
Agreement Ending Balance	\$ 0.00	\$ 0.00
 Total Current Balance	 \$ 310,175.00	
Total Minimum Due		\$ 310,175.00



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13th, 2023

AGENDA ITEM: Consider approving the purchase of an electronic message board

PREPARED BY: Matt Wegwerth

BACKGROUND:

The attached message board will be placed on a new truck that was budgeted through Enterprise. This is a budgeted item and replaces our existing arrow board truck.

REQUESTED COUNCIL ACTION:

Make a motion approving the purchase and payment of an electronic message board to National Signal LLC.

- *Truck Mounted*
- *LED AllInGaP Technology*
- *Hundreds of pre-programmed messages, MUTCD symbols, and operator-created messages*
- *Up to 3 lines and 12 characters*
- *Color Touch Tablet*
- *Cost Effective*
- *Reliable and easy to operate*
- *High torque electric motor*
- *Meet or exceed all state and federal highway MUTCD traffic safety specifications*
- *Replace characters without the need for tools*



Control

Type	Handheld/removable
Dimming	Manual or automatic
Photo electric sensor	Mounted away from extraneous light
NTCIP communications	Supported
Mounting	On pedestal with separate lift switch

Fonts

TM 200	TM 300
7.5" H 10/line (3) lines	7.5" H 10/line (3) lines
11.5" H 6/line (2) lines	10" H 9/line (3) lines
24" H 3/line (1) line	11.5" H 9/line (3) line
10" H 8/line (2) lines	24" H 3/line (1) lines

Options

- 1/8" clear polycarbonate sign window
- Custom paint - colors to meet specs
- Anti-graffiti coating on window

Mounting Frame

TM 300	50"h x 88"w x 9"dp
TM 200	38"h x 75"w x 9"dp
Frame	1" x 2" x .120 wall steel tube
Pivots	Sealed bearing pillow blocks

Sign Panel

• Full Matrix LED:

TM 200 20 pixels high by 40 pixels wide, up to 3 lines by 10 characters maximum depending on font

TM 300 28 pixels high by 48 pixels wide, up to 4 lines by 12 characters maximum depending on font

- 590 nm (amber) light output LED AllnGaP technology
- 4 LED/Pixel standard, 1.5" x 1.75" pixel spacing
- Store over 300 pre-programmed permanent messages and operator-created messages
- Moving arrows, chevrons and other graphics with auto-centering of messages
- Cables and connectors for connecting to vehicle battery power are included
- Unique "stay tight" snap-in characters
- Positive locking mechanism in raised and lowered positions with dual electric actuators
- Long-lasting powder coat finish

Raised height (from base to top of sign):

TM 200 46" (116.8 cm)

TM 300 58" (147.3 cm)

Lowered height (from base to top of sign):

TM 200 15" (38.1 cm)

TM 300 15" (38.1 cm)

Mounting width:

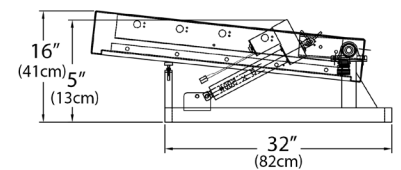
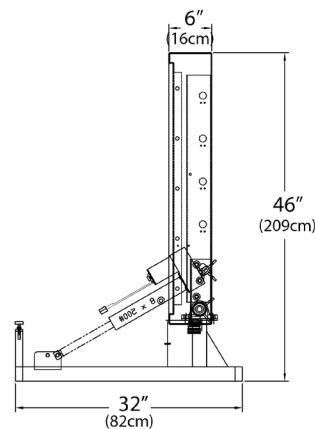
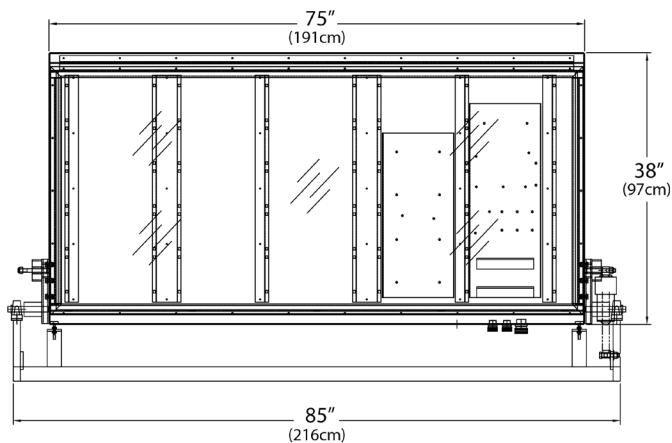
TM 200 85" (215.9 cm)

TM 300 98" (248.9 cm)

Gross Weight:

TM 200 250 lb. (113.4 kg)

TM 300 300 lb. (136 kg)



Specifications subject to change any time without notice. Copyright 2016 National Signal, Inc. All rights reserved. Printed in the United States.



Sales Order

National Signal LLC
2440 Artesia Ave.
Fullerton, CA 92833
(888) 994-0300

Order Number: 0030798
Order Date: 1/31/2023

Salesperson: HSE
Customer Number: GRAN075

Sold To:
CITY OF GRAND RAPIDS
500 S.E. 4TH ST
GRAND RAPIDS, MN 55744
Confirm To:
MATT WEGWERTH--218-326-7625

Ship To:
CITY OF GRAND RAPIDS
500 S.E. 4TH ST
GRAND RAPIDS, MN 55744

Customer P.O.	Ship VIA	F.O.B.	Terms			
	BEST WAY	NSI-PP/A	NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
2168772	EACH	1.000	0.000	0.000	10,500.0000	10,500.00
PCMS, TM300 FULL MATRIX W/TOUCH TABLET W/CHARGING						

I have read National Signal's attached Terms and Conditions and agree to abide by them.
X _____

Net Order:	10,500.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	10,500.00



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Consider approving the plans and specifications and ordering the advertisement for bids for CP 2015-1, Sylvan Bay Overlays and Utilities.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Plans and specifications are complete and the project is ready for advertising for bids. Plans can be reviewed in the office of the City Engineer.

REQUESTED COUNCIL ACTION:

Make a motion approving the plans and specifications and ordering the advertisement for bids for CP 2015-1, Sylvan Bay Overlays and Utilities.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13th, 2023

AGENDA ITEM: Consider approving a commitment letter to the EV Smart program

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City has submitted to and been accepted to be included in the States EV Smart program. This program is designed to help staff identify and achieve community EV readiness goals. Example goals are as follows:

- Address EVs and charging infrastructure in the community Comprehensive Plan
- Set electrification conversion goals for the municipal fleet
- Address EVs and charging stations in the municipal code
- Install charging infrastructure for public use
- Collaborate with electric utility on EV education and marking EV programs

REQUESTED COUNCIL ACTION:

Make a motion approving a commitment letter to the EV Smart program



February 13th, 2023

City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 5574

Great Plains Institute
2801 21st Ave, Suite 220
Minneapolis, MN 55407

To: EV Smart Program Administrators

On behalf of the City of Grand Rapids, I am proud to announce our commitment to become an EV Smart certified city. In partnership with the EV Smart team, Grand Rapids' dedicated staff members will work to accelerate local adoption of electric vehicles (EVs) and ensure equitable deployment of EV charging infrastructure.

Grand Rapids will leverage EV Smart to achieve the following goals:

- Address EVs and charging infrastructure in the community Comprehensive Plan
- Set electrification conversion goals for the municipal fleet
- Address EVs and charging stations in the municipal code
- Install charging infrastructure for public use
- Collaborate with electric utility on EV education and marking EV programs

These efforts demonstrate that our community is committed to driving continual improvement in our community's EV readiness, and in the process of doing so, all the related areas identified as community priorities in our Comprehensive Plan.

In order to measure progress along the way, Grand Rapids will track key metrics related to EV and infrastructure deployment.

Inquiries related to Grand Rapids EV Smart program participation can be directed to Matt Wegwerth, Public Works Director, at mwegwerth@grandrapidsmn.gov or 218.326.7625.

Sincerely,

Dale Christy
Mayor



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Consider approving the plans and specifications and ordering the advertisement for bids for AP 2023-4, North Hangar Utilities

PREPARED BY: Matt Wegwerth

BACKGROUND:

Plans and specifications are complete and the project is ready for advertising for bids. Plans can be reviewed in the office of the City Engineer.

REQUESTED COUNCIL ACTION:

Make a motion approving the plans and specifications and ordering the advertisement for bids for AP 2023-4, North Hangar Utilities



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check

PREPARED BY: Laura Pfeifer

BACKGROUND:

Accounts payable check #151712 issued to Advantage Systems Group on December 20, 2022 for \$74.85 is lost. A representative from Advantage Systems Group has completed an Affidavit of Lost Check for the lost check.

REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable check #151712, issue a new check and waive bond requirements for the check issued to Advantage Systems Group in the amount of \$74.85.

AFFIDAVIT

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

Advantage Systems Group, being first duly sworn on oath, states that he/she resides at **1216 Ogden Avenue, Superior, WI, 54880** and that he/she is the payee named in a check number **151712**, issued to **Advantage Systems Group**, drawn by **City of Grand Rapids** dated **December 20, 2022**, for the sum of **\$74.85**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Accounts Payable lost check

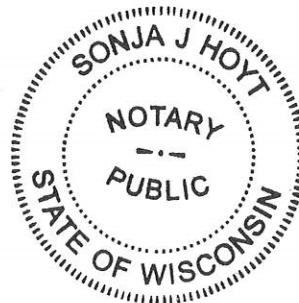
I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED *[Handwritten Signature]*

Subscribed and sworn to before me

This 7 day of February, 2023

[Handwritten Signature]
Notary Public





CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Consider approving Temporary Liquor permit for IEDC event, scheduled for March 3, 2023.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

IEDC has submitted an application for a temporary liquor permit for an event scheduled on March 3, 2023. Minnesota State Statute allows for a non-profit to obtain temporary permits for a total of 12 days in a calendar year. Insurance and fee has been received.

REQUESTED COUNCIL ACTION:

Make a motion to approve a temporary liquor permit for IEDC, event scheduled for March 3, 2023.



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Item 12.

Name of organization Itasca Economic Development Corporation		Date of organization August 1981	Tax exempt number 411413301
Organization Address (No PO Boxes) 12 NW 3rd St.	City Grand Rapids	State MN	Zip Code 55744
Name of person making application Kayla Swanson		Business phone 218-328-2189	Home phone X
Date(s) of event March 3 rd , 2023	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name Tamara Lowney	City Grand Rapids	State MN	Zip Code 55744
Organization officer's name Jodi Piekariski	City Grand Rapids	State MN	Zip Code 55744
Organization officer's name Mike Auger	City Grand Rapids	State MN	Zip Code 55744

Location where permit will be used. If an outdoor area, describe.

Address - same as above.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Greater Insurance Services

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival <input type="checkbox"/> Yes <input type="checkbox"/> No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Consider Amending Golf/Concession Contract

PREPARED BY: Bob Cahill

**BACKGROUND: SEE ATTACHED CONCESSIONAIRE CONTRACT. 1.4
SIMULATORS.**

The Concessionaires are responsible for staffing the Simulators. The amendment calls for the hourly rate of payment to the concessionaires to be adjusted to \$20 per hour up from \$15. The rationale for this is to cover the payroll tax expenses the concessionaires incur, to offset the additional building heating expense they are responsible for, and to offset the additional Cable TV expense incurred for the winter months. (prior to the simulators the Cable TV was put on a seasonal hold)

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached and amended Concessionaire Contract that now specifies an hourly payment rate to the Concessionaires at \$20 per hour. The amended Contract will go into effect February 14, 2023. The funding for this expense comes from revenues from the Trackman Simulator hourly rental income.

CONCESSIONAIRE AGREEMENT

This Concessionaire Agreement is entered into this ____ day of _____, 2023, by and between the City of Grand Rapids, Minnesota, a municipal corporation ("City") and S. Bastian Companies, LLC on behalf of Stewart Bastian as its Corporate Officer ("Concessionaire").

RECITALS

WHEREAS, City owns Pokegama Golf Course and Clubhouse and desires to contract for concessionary services; and

WHEREAS, Concessionaire has represented that they are willing and able to provide high quality concessionaire services as contemplated by this Agreement; and

WHEREAS, City and Concessionaire wish to enter into this Agreement specifying the terms and conditions under which City will retain Concessionaire to provide concessionaire services;

NOW, THEREFORE, City and Concessionaire, for goods and valuable mutual consideration, and with the intent of being legally bound, agree as follows:

ARTICLE 1 - CONCESSIONS SERVICES

1.1 General: City hereby grants to Concessionaire the right to provide concession services as further defined in the Concession Agreement, at Pokegama Golf Course and Clubhouse, for the term of this Concessionaire Agreement. Concessionaire commits to provide concessionaire services as required by this Concessionaire Agreement for the term hereof. "Concession services" consists of Clubhouse concession services, beverage cart services and special event concession services. The concessionaire may cater private events during the term of the contract. In the event of a conflict between golf related events and private related events, golf related events shall have first priority. Further, during private events, the bar area must be open to the golfing public and they also must be allowed access to the on-sale liquor service.

1.2 Clubhouse Services: Clubhouse services shall consist of food and beverage services prepared and served within Pokegama Golf Course Clubhouse, including on-sale liquor service. Clubhouse services shall be provided on a schedule of days and hours per day as designated by City's Director of Golf. Clubhouse services shall be available on days when the golf course is open. The typical golf season runs from early April through late October but may be extended, weather permitting. If the Concessionaire wishes to apply for an off-sale liquor license and all conditions of such a license can be met, the City will not object to the license's issuance.

1.3 Beverage Carts: Concessionaire shall provide beverage service, including liquor service, from beverage carts on days and times mutually agreed between Concessionaire and City's Director of Golf. The City owns one beverage cart and will allow the Concessionaire to use said cart at no expense for as long as it is mutually agreed to by all parties.

Concessionaire shall provide liability insurance covering operation of the cart, along with liquor liability insurance covering the dispensing of beverages while using the cart. Liability coverage shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.06, subd. 1, as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage applicable to the cart shall be at least the minimum amounts required by statute. City shall be named as an additional insured with respect to use of the cart and copies of the policies of insurance shall be deposited with the City Clerk prior to use of the cart by Concessionaire.

1.4 Simulators: Pokegama Golf Course has two Trackman Golf Simulators (hereinafter referred to as the "Simulators") that have been installed in the clubhouse dining room as of November 2021. The City of Grand Rapids desires that the Concessionaires collect the fees for the hourly rental of both Simulators.

The Concessionaires will be responsible for staffing the operation during business hours that are mutually agreed upon by Concessionaires and PGC Director

of Golf (hereinafter referred to as the “DOG”). The Simulators’ hourly rate charge will be determined by the DOG.

In exchange for the staffing of the operation the Concessionaires will receive payment of \$20 for each hour the simulators are open for business.

The DOG will monitor use of the Simulators and report any discrepancies to the Concessionaires and City Finance Department.

The Simulator rental fees, minus the \$20 hourly operator fees, will be paid weekly to the City of Grand Rapids/Pokegama Golf Course by the Concessionaires.

Actual daily hours of business shall be reported with the weekly summary of operations to the DOG by the Concessionaires.

The DOG and Concessionaires will work together to market the simulators with related expenses to be paid by City of Grand Rapids/Pokegama Golf Course.

1.5 Special Events: Concessionaire shall provide catering services for golf related banquets and other golf related special events at Pokegama Golf Course Clubhouse.

1.6 Standards: Concessionaire agrees to provide high quality food and beverages and diligent service and management in providing concession services under this Concessionaire Agreement, and to do those things necessary to provide good and proper service similar to that provided for the same goods and services provided under similar circumstances in the community.

1.7 Licenses Permits: Concessionaire shall be responsible to obtain and keep in force all licenses and permits necessary to lawfully provide concession services pursuant to this Concessionaire Agreement. Concessionaire shall hold a valid on-sale intoxicating liquor license for the premises as a condition of this Concessionaire Agreement.

1.8 Employees: All persons retained to provide concession services pursuant to this Concessionaire Agreement shall be employees of Concessionaire and not of City. Concessionaire shall provide City with a copy of a Minnesota workers'

compensation policy evidencing coverage for all of Concessionaire's employees. Concessionaire shall deduct all legally required payroll deductions and remit same according to law.

ARTICLE 2 - FEE, BOND

2.1 Fee: Concessionaire shall pay to City, as consideration for the right to provide concession services pursuant to this Agreement, the amount of Eighteen Thousand Dollars (\$ 18,000) per year or \$2,000 per month payable in the months of April, May, June, July, August, September, October, November, and December. Rent fees for each month will be due the 1st of each month.

In addition to the annual fee outlined in the previous paragraph, beginning in the calendar year 2013, Concessionaire will also pay to the City a Franchise Fee consisting of 2% of the annual total gross sales in excess of \$400,000 as reported on the Concessionaire's Minnesota State Sales Tax returns each year. The annual payment date for the franchise fee would be due two quarters after the applicable taxable year.

2.2 Golfing Privileges: The Concessionaires, limited to Stewart, Janelle, Annika and Natalie Bastian may golf at the Pokegama Golf Course at no cost. This is agreed to, in part, to assist the Concessionaires in becoming as visible to the golfing community as possible.

2.3 Surety Bond: Concessionaire shall furnish to City a surety bond, letter of credit or cash deposit in the amount of Five Thousand Dollars (\$5,000.00) in order to assure compliance with the provisions of this Agreement by no later than January 1, 2021. If Concessionaire fails to comply with the provisions of this Concessionaire Agreement, City shall be entitled, without further notice to Concessionaire, to call upon said surety bond, letter of credit or cash deposit to satisfy Concessionaire's obligations hereunder. Any surety bond or letter of credit furnished by

Concessionaire shall state on its face that it shall remain in effect for the term of this Concessionaire Agreement and any renewal thereof. If Concessionaire furnishes a cash deposit, said deposit shall be held by City for the term of this Concessionaire Agreement unless earlier called upon by City to satisfy Concessionaire's obligations hereunder. It is further agreed that such cash deposit, surety bond or letter of credit will be released when this Concessionaire Agreement is no longer in effect, following the taking of an inventory and a determination by the City that the premises and any of City's equipment therein is returned to City in a condition acceptable to City.

ARTICLE 3 - UTILITIES

3.1 Concessionaire and City Responsibilities:

Concessionaire shall be solely responsible for all costs related to phone and internet services which are independent of the golf course operations.

The Concessionaire shall pay for all utility costs, including natural gas and electricity, associated with the food preparation and bar service areas, which will be metered separately from the common areas and the golf shop. In addition, Concessionaire agrees to pay twenty-five percent (25%) of the utility bills for the remaining portions of the building for the months of April through October of each year.

The Concessionaire will be responsible for all of the of garbage picked up at the Clubhouse including recyclables. Thus, the City will have no responsibility for garbage or recycled goods services.

Concessionaire will be solely responsible for one-hundred percent (100%) of the cable television charges. Pay per view and any additional premium channel charges will also be at Concessionaire's sole expense.

ARTICLE 4 - EQUIPMENT

4.1 Concessionaire.

Concessionaire will have the opportunity to use the existing restaurant equipment and beverage cart (as specified in paragraph 1.3 above) owned by the Pokegama Golf Course existing as of the date of this agreement. Concessionaire will be responsible for the acquisition of any additional equipment deemed necessary for the food and beverage operation. Concessionaire will be responsible for all repairs, maintenance and replacement of any equipment, including that owned by the City. The City will retain ownership of its equipment and will remove the equipment at the request of

Concessionaire and will be responsible for the disposal or sale of said equipment.

All equipment, supplies and small wares, including glassware, flatware and serving items, purchased by the Concessionaire will be the sole responsibility of Concessionaire.

Concessionaire agrees to be fully responsible for the costs and safe-keeping of all consumables used in the execution of the restaurant/bar operations, including cleaning and cooking supplies.

4.2 City. City will provide a walk-in cooler/freezer for use by the Concessionaire and will be responsible for any repairs necessary for the cooler/freezer. City will not be responsible for any inventory losses resulting from the malfunction of the cooler. In the case of malfunction the City will repair or replace the cooler within a reasonable time and Concessionaire agrees to be fully responsible for any inventory losses that may have occurred as a result of said malfunction.

Concessionaire will provide the consumables and equipment necessary for the daily maintenance of the main floor and basement restrooms, including toilet paper and hand towels.

4.3 Snow Removal. City will be responsible for snow removal from the parking lot as well as the abutting County Road. Concessionaire agrees to remove the snow from the sidewalks and pedestrian walkways in a timely fashion.

ARTICLE 5 - MAINTENANCE, SECURITY

5.1 Maintenance: Concessionaire agrees to maintain and operate their business in compliance with all laws and regulations, including standards set by OSHA and the State Fire Marshall. Concessionaire shall be responsible for the daily cleaning and maintenance of the interior/exterior food service areas, including the kitchen, bar, main floor restrooms and exterior garbage collection area. Concessionaire shall also be responsible for daily cleaning of all public access basement areas.

City shall be responsible for the maintenance of the building exterior, parking lot, all interior fixtures and furniture, the building's plumbing, heating and electrical systems, outside patio furniture, outside patio, exterior walls, foundation, grounds, and the sprinkler systems.

5.2 Security: During the operating season, Concessionaire shall be responsible to secure the premises at the close of each business day by locking all doors and windows. Personal property of Concessionaire kept on the golf course premises or in the Clubhouse are kept there at the risk of Concessionaire and City shall not be liable for any damages, loss or theft thereof. The City shall furnish burglar and fire alarm systems as well as video surveillance systems of both the interior and exterior of the clubhouse, parking lot, and park areas.

ARTICLES 6 - INDEMNITY, INSURANCE

6.1 Indemnity: Concessionaire agrees well and truly to perform and faithfully observe and comply with all the conditions, regulations and provisions prescribed herein, and to indemnify, save and keep harmless and defend City, its officers, agents and employees of and from any liability, lien, judgment, costs, damages and expenses of whatsoever kind which may in any way be suffered by City or its officers, agents, or employees by reason of or in consequence of the operation of the concession services herein provided for on account of any act or thing done or

suffered or omitted to be done under the authority or supposed authority of such grant. This indemnification provision is also applicable to Concessionaire's use of the cart as provided in Section 1.3 of this Concessionaire Agreement.

6.2 Liability Insurance: Concessionaire shall provide general liability insurance for the involved premises and liquor liability insurance for any liquor or liquor related concessions for which liquor liability insurance is generally obtained. General liability coverage amounts shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.04, subd. 1, as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage amounts for bodily injury, property damage and loss of means of support shall be at least in the minimum amount required by statute. The insurance policies shall name the City as an additional insured. Copies of said policies shall be deposited with the City Clerk prior to commencement of the term of this Agreement.

ARTICLE 7 - TAXES

7.1 Sales Tax: Concessionaire shall be exclusively responsible to timely remit sales taxes based on concessions services provided by Concessionaire pursuant to this Concessionaire Agreement.

ARTICLE 8 - TERMS, CANCELLATION

8.1 Term: The term of this Agreement shall be from November 22, 2021 through December 31, 2024.

8.2 Cancellation: This Agreement shall be subject to cancellation during the term hereof in the event of the happening of any one or more of the following:

- (a) Mutual agreement of City and Concessionaire;
- (b) At the option of City if Concessionaire is adjudicated bankrupt, is in receivership, has made an assignment for the benefit of creditors, or because Concessionaire's financial condition is such that Concessionaire is unable to continue to satisfactory operation;

- (c) Failure of Concessionaire to reasonably perform, keep and observe any of the provisions of this Concessionaire Agreement and the failure of Concessionaire to correct any default or breach thereof within a time specified by City.

8.3 Sale: Should Concessionaire sell the business to a third party during the term of this contract, this contract shall be subject to renegotiation or cancellation.

8.4 Removal: Upon expiration or cancellation of this Agreement, Concessionaire shall remove all goods, chattels and fixtures belonging to Concessionaire and shall leave the premises in the condition in which they were received. In the event said goods, chattels and fixtures are not removed within 14 days from termination of this Agreement, the Concessionaire shall be deemed to have abandoned the same to City.

ARTICLE 9 - GENERAL

9.1 Independent Contractor: Concessionaire is deemed an independent contractor for purposes of this Agreement, and any and all persons employed by Concessionaire in the performance of any work or services required or provided for in this Agreement shall not be considered employees of City for any purpose whatsoever, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit and any and all such claims shall be the sole obligation and responsibility of Concessionaire.

9.2 No Subcontract, Assignment: No portion of this Agreement may be assigned or subcontracted by Concessionaire to any other party without prior written consent of City.

9.3 Governing Law: This Concessionaire Agreement shall be governed by the laws of the State of Minnesota.

9.4 Waivers: The waiver by City or by Concessionaire of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

9.5 Notices: Where referred to in this Concessionaire Agreement, notice to City of Concessionaire, respectively shall be addressed as follows:

To City: City of Grand Rapids c/o
Director of Golf Course
Pokegama Golf Course
3910 Golf Course Road
Grand Rapids, MN 55744

To Concessionaire: S. Bastian Companies, LLC on behalf of
Stewart Bastian as its Corporate Officer
("Concessionaire").

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

CITY OF GRAND RAPIDS

By: _____
Dale Christy, Mayor

ATTEST: _____
Thomas Pagel,
Its City Administrator

By: _____
S. Bastian Companies, LLC

Stewart Bastian, Corporate Officer



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Consider accepting the resignation of Brian Olds from the part-time position of Hospital Security Officer

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Brian Olds has submitted his resignation from his position as part-time/casual Hospital Security Officer, due to scheduling conflicts with his full-time position.

In his letter of resignation, Brian stated that working for the City of Grand Rapids has been a wonderful experience and he is grateful to have been a part of this organization.

With the recent increase in staff at the hospital, specifically the addition of hiring a full-time Hospital Security Officer, this part-time vacancy will not be advertised, at this time.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation from Brian Olds effective January 23, 2023.

Letter of Resignation

Brian Olds
28046 County Road 69
Bovey, MN 55709

January 23, 2023
City of Grand Rapids
Attn: Cpt Kevin Ott
420 N Pokegama Ave
Grand Rapids, MN 55744

Dear Cpt. Kevin Ott,

Please accept this as formal notice of my resignation from the casual position as security officer with the City of Grand Rapids, effective today January 23, 2023.

After careful consideration, I have made the decision to resign. The current schedule with my full-time job is preventing me to be able to fulfill my obligation to pick up any shifts at Grand Itasca. Working for the City of Grand Rapids has been a wonderful experience that has afforded me many valuable opportunities to learn and grow, and I am very grateful to have been part of this organization.

I wish you and the City of Grand Rapids continued growth and success in the future.

Sincerely,

Brian Olds

218-341-7376



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Consider hiring temporary Library employees through Personnel Dynamics

PREPARED BY: Chery Pierzina

BACKGROUND:

The Library occasionally utilizes temporary employees hired through Personnel Dynamics to cover for regular staff who are using FTO. These temporary employees allow the Library to maintain service levels until regular staff return from FTO. The Library Director and Library Board are recommending hiring Sherry Colter and Lisa Tabbert as temporary employees, hired through Personnel Dynamics.

REQUESTED COUNCIL ACTION:

Make a motion to hire Sherry Colter and Lisa Tabbert as temporary employees through Personnel Dynamics at a rate of \$17.00 per hour effective February 14, 2023.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 02/13/2023

AGENDA ITEM: Considering authorizing staff to apply for a HMEP grant from the Minnesota Department of Public Safety and MBFTE

PREPARED BY: Travis Cole

BACKGROUND:

The Grand Rapids Fire Department has the opportunity to apply for a grant for the Hazardous Material Chemical to be reimbursed at an 80/20 match to be used for training and educational purposes. This grant will be for hazmat operations, tech, Cold Zone 2023 Conference, and IAFC Hazmat Conference. The twenty percent funding match is accounted for within the Hazmat Team regular budget.

REQUESTED COUNCIL ACTION:

Make a motion to authorize staff to apply for a HMEP grant from the Department of Public Safety and MBFTE.



2021 Hazardous Materials Emergency Preparedness (HMEP) **MBFTE Only Grant Application** P.O.P. January 1st, 2023 - August 31st, 2023

Application Date: _____

Total Grant Allocation Request = (Award 80% + Match 20%): \$ _____

Grant Award Requested (To Be Reimbursed): \$ _____

Grant Required Match: \$ _____

Organization/Agency Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Phone Number: _____ Email: _____

If this request can only be partially funded, would you still proceed with this training? Yes No

If answered "no" please explain: _____

Please See Grant Guidance on Page #3

Request #1

Hazmat Course: _____

Date(s) _____ Length of Course: _____

Training Provider: _____ Location of Course: _____

Number of Attendees: _____ Cost of Course: \$ _____

Request #2

Hazmat Course: _____

Date(s) _____ Length of Course: _____

Training Provider: _____ Location of Course: _____

Number of Attendees: _____ Cost of Course: \$ _____

Request #3

Hazmat Course: _____

Date(s) _____ Length of Course: _____

Training Provider: _____ Location of Course: _____

Number of Attendees: _____ Cost of Course: \$ _____

Request #4

Hazmat Course: _____

Date(s) _____ Length of Course: _____

Training Provider: _____ Location of Course: _____

Number of Attendees: _____ Cost of Course: \$ _____

Additional Comments:

NOTE: If awarded this grant the applicant shall submit the following required documentation prior to reimbursement. Failure to provide the required documentation may result in nonpayment.

- **Class size a minimum of 10 participants**
- **Location, Date, and Time at least 30 days prior to the event (SFM staff able to attend)**
- **Signed roster and evaluation forms (provided by the applicant) for each session**
- **Course Syllabus**
- **Reimbursement form and copies of related invoices**
- **Instructor(s) on the certified instructors list**
- **Training props follow NFPA standards**

Applicant Signature	Printed Name of Applicant	Date
---------------------	---------------------------	------

You must submit this application by email to the State Emergency Response Teams group at

[Click Here to Submit Application](#)

by 4:30 pm (CST) on January 30th, 2023.

Minnesota Board of Firefighter Training and Education (only)

Date Application Received:

Received By:

Application Approved:

Approved Amount:

Hazardous Materials Emergency Preparedness (HMEP)

MBFTE **Only** Grant Application Guidance Information

PHMSA’s purpose of the Hazardous Materials Emergency Preparedness (HMEP) grant is to protect against the risks to life, property, and the environment that are inherent in the transportation of hazardous material in intrastate, interstate, and foreign commerce (Title 49 U.S.C. § 5101). The HMEP grant supports the emergency preparedness and response efforts of States, federally recognized Tribes, and Territories that deal with hazardous materials emergencies, specifically those involving transportation. This grant also aids grantees in meeting the requirements of §§ 301 and 303 of the Emergency Planning and Community Right-to-Know Act of 1986 (Title 42 U.S.C. Chapter 116).

Through your participation in the HMEP grant program, PHMSA seeks to increase the effectiveness of hazardous materials response and preparedness efforts, and reduce the risks associated with the bulk transport of highly flammable liquids, and other hazardous materials, throughout the United States. Below is a list of expenditures and guidelines that the State Fire Marshal Division has adopted and approved.

Priority Allowable Courses & Expenditures (but not limited to):

<u>Course</u>	<u>Minimum Required Hours</u>	<u>Maximum Allowable Allocation</u>
Propane Awareness & Propane Training Burn	4	\$950.00
Hazmat Operations 472	40	\$7,000.00
Hazmat Operation 472 (refresher)	8	\$1,400.00
Multi-gas Monitoring for firefighters	3	\$525.00
Hazmat Technician 1072 (refresher)	12	\$2,100.00

*Courses do not include state certification (where applicable) – Certification to be paid by department / agency

Low Priority Course & Expenditures (based on remaining funding)

- Hazmat Exercises
- Hazmat Conferences
- Rail & Pipeline Hazmat Training & Exercises
- Hazmat Technician 1072 Initial
- ARFF Training & Exercises

Unallowable Courses & Expenditures

- Hazmat Awareness
- Hazmat Operations 1001
- FDIC Conference

Matching Funds

Grantees (States and Tribes) are required to provide the 20% match and may use the following:

- Cash (hard match)
- In-kind contributions (soft match)
- A combination of in-kind or soft match plus hard match to meet this requirement.

Grantees may use matching funds from all seven object classes. Examples include salary; equipment or supply purchase; space usage; the value of a participant’s time during an allowable activity; unrecovered indirect costs, or the dollar value of a grant-related activity or purchase. Match must be verifiable through grantee records and be maintained with the same level of effort as Federal funds. Records must show how the value of a contribution is made. 2 CFR §§ 400-475 provide more detail on match requirements and expectations.

If you have any questions, please contact the State Emergency Response Teams group at

Questions Click Here



2021 Hazardous Materials Emergency Preparedness (HMEP) State Teams & Exercises Grant Application P.O.P. January 1st, 2023 - August 1st, 2023

Application Date: _____

Total Grant Allocation Request = (Award 80% + Match 20%): \$ _____

Grant Award Requested (To Be Reimbursed): \$ _____

Grant Required Match: \$ _____

Organization/Agency Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Phone Number: _____ Email: _____

If this request can only be partially funded, would you still proceed with this training? Yes No

If answered "no" please explain: _____

Please See Grant Guidance on Page #3

Request #1

Hazmat Course: _____

Date(s) _____ Length of Course: _____

Training Provider: _____ Location of Course: _____

Number of Attendees: _____ Cost of Course: \$ _____

Request #2

Hazmat Course: _____

Date(s) _____ Length of Course: _____

Training Provider: _____ Location of Course: _____

Number of Attendees: _____ Cost of Course: \$ _____

Request #3

Hazmat Course: _____

Date(s) _____ Length of Course: _____

Training Provider: _____ Location of Course: _____

Number of Attendees: _____ Cost of Course: \$ _____

Request #4

Hazmat Course: _____

Date(s) _____ Length of Course: _____

Training Provider: _____ Location of Course: _____

Number of Attendees: _____ Cost of Course: \$ _____

Additional Comments:

NOTE: If awarded this grant the applicant shall submit the following required documentation prior to reimbursement. Failure to provide the required documentation may result in nonpayment.

- **Class size a minimum of 10 participants**
- **Location, Date, and Time at least 30 days prior to the event (SFM staff able to attend)**
- **Signed roster and evaluation forms (provided by the applicant) for each session**
- **Course Syllabus**
- **Reimbursement form and copies of related invoices**
- **Instructor(s) on the certified instructors list**
- **Training props follow NFPA standards**

Applicant Signature	Printed Name of Applicant	Date
---------------------	---------------------------	------

You must submit this application by email to the State Emergency Response Teams group at

[Click Here to Submit Application](#)

by 4:30 pm (CST) on January 10th, 2023.

MN State Emergency Response Teams Coordinators (only)

Date Application Received:

Received By:

Application Approved:

Approved Amount:

State Teams & Exercises Grant Application Guidance Information

PHMSA’s purpose of the Hazardous Materials Emergency Preparedness (HMEP) grant is to protect against the risks to life, property, and the environment that are inherent in the transportation of hazardous material in intrastate, interstate, and foreign commerce (Title 49 U.S.C. § 5101). The HMEP grant supports the emergency preparedness and response efforts of States, federally recognized Tribes, and Territories that deal with hazardous materials emergencies, specifically those involving transportation. This grant also aids grantees in meeting the requirements of §§ 301 and 303 of the Emergency Planning and Community Right-to-Know Act of 1986 (Title 42 U.S.C. Chapter 116).

Through your participation in the HMEP grant program, PHMSA seeks to increase the effectiveness of hazardous materials response and preparedness efforts, and reduce the risks associated with the bulk transport of highly flammable liquids, and other hazardous materials, throughout the United States. Below is a list of expenditures and guidelines that the State Fire Marshal Division has adopted and approved.

Priority Allowable Courses & Expenditures (but not limited to):

<u>Course</u>	<u>Minimum Required Hours</u>	<u>Maximum Allowable Allocation</u>
Hazmat Operations 472	40	\$7,000.00
Hazmat Operation 472 (refresher)	8	\$1,400.00
Hazmat Technician w/specialist	80	TBD upon request
Hazmat Technician (refresher)	12	\$2,100.00
Hazmat Exercises		As Approved
Hazmat Conferences (see below)		As Approved

*Courses do not include state certification (where applicable) – Certification to be paid by department / agency

Hazmat Conferences (not limited to below)

- Cold Zone – Expected to attend – Brooklyn Center, MN
- IAFC Hazmat Conference – Baltimore, MD
- Continuing Challenge – Sacramento, CA
- Hot Zone – Houston, TX

Low Priority Course (based on funding)

- ARFF Training & Exercises

Unallowable Courses & Expenditures

- FDIC Conference

Matching Funds

Grantees (States and Tribes) are required to provide the 20% match and may use the following:

- Cash (hard match)
- In-kind contributions (soft match)
- A combination of in-kind or soft match plus hard match to meet this requirement.

Grantees may use matching funds from all seven object classes. Examples include salary; equipment or supply purchase; space usage; the value of a participant’s time during an allowable activity; unrecovered indirect costs, or the dollar value of a grant-related activity or purchase. Match must be verifiable through grantee records and be maintained with the same level of effort as Federal funds. Records must show how the value of a contribution is made. 2 CFR §§ 400-475 provide more detail on match requirements and expectations.

If you have any questions, please contact the State Emergency Response Teams group at

Questions Click Here



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 02/13/2022

AGENDA ITEM: Consider authorizing Encompass Inc. to obtain quotes for the exterior repair of the Grand Rapids Library.

PREPARED BY: Jon Peterson

BACKGROUND:

The past summer, Encompass, Inc. investigated water intrusion issues at the library and provided a written report including a list of recommended repairs. City Council approved hiring Encompass, Inc. to develop bid specifications and plans for recommended repairs at the library, apart from the roof replacement, on November 14, 2022. City staff and the library board are recommending approval of the plans and specification created by Encompass Inc. Because this is a technical specialty repair staff is recommending that direct quotes be obtained from contactors who focus on this type of construction so that the repairs are done correctly.

REQUESTED COUNCIL ACTION:

Make a motion to approve plans and specification and direct staff to obtain quotes for the exterior façade repair at the library.

**SECTION 00 01 01
PROJECT TITLE PAGE**

PROJECT MANUAL

FOR

GRAND RAPIDS LIBRARY FACADE REPAIR PROJECT

CITY OF GRAND RAPIDS

**140 NE 2ND STREET
GRAND RAPIDS, MINNESOTA 55744**

DATE: FEBRUARY 8, 2023

PREPARED BY:

**ENCOMPASS, INC.
5435 FELTL ROAD
MINNETONKA, MN 55343**

**SECTION 00 01 10
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 01 01 - Project Title Page
- B. 00 01 10 - Table of Contents
- C. 00 11 13 - Advertisement for Bids
- D. 00 21 13 - Instructions to Bidders
- E. 00 41 00 - Bid Form
- F. 00 50 00 - Contracting Forms and Supplements

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 10 00 - Summary
- B. 01 20 00 - Price and Payment Procedures
- C. 01 22 00 - Unit Prices
- D. 01 25 00 - Substitution Procedures
- E. 01 30 00 - Administrative Requirements
- F. 01 40 00 - Quality Requirements
- G. 01 50 00 - Temporary Facilities and Controls
- H. 01 60 00 - Product Requirements
- I. 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions
- J. 01 70 00 - Execution and Closeout Requirements
- K. 01 78 00 - Closeout Submittals

2.02 DIVISION 02 -- EXISTING CONDITIONS

- A. 02 41 00 - Demolition

2.03 DIVISION 03 -- CONCRETE

2.04 DIVISION 04 -- MASONRY

- A. 04 01 00 - Masonry Restoration
- B. 04 05 11 - Mortar and Masonry Grout
- C. 04 20 00 - Unit Masonry

2.05 DIVISION 05 -- METALS

2.06 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

2.07 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- A. 07 62 00 - Sheet Metal Flashing and Trim
- B. 07 92 00 - Joint Sealants

2.08 DIVISION 08 -- OPENINGS

2.09 DIVISION 09 -- FINISHES

- A. 09 91 13 - Exterior Painting

END OF SECTION

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. City of Grand Rapids
- B. Address:
140 NE 2nd Street
Grand Rapids, Minnesota 55744

1.02 AND THE ENGINEER (HEREINAFTER REFERRED TO AS ENGINEER):

- A. Encompass, Inc.
- B. Address:
5435 Feltl Rd, Minnetonka, MN 55343

1.03 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Owner for construction/repairs of a building located at:
140 NE 2nd Street
Grand Rapids, Minnesota 55744
- B. Project: Grand Rapids Library Facade Repair Project
- C. Project Description: Exterior repair project.
- D. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- E. Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.
- F. The Owner reserves the right to accept or reject any or all offers.

END OF SECTION

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

SUMMARY

1.01 DOCUMENT INCLUDES

- A. Invitation
 - 1. Bid Submission
 - 2. Intent
 - 3. Work Identified in Contract Documents
 - 4. Contract Time
- B. Bid Documents and Contract Documents
 - 1. Availability
 - 2. Examination
 - 3. Inquiries/Addenda
 - 4. Product/Assembly/System Substitutions
- C. Site Assessment
 - 1. Site Examination
 - 2. Prebid Conference
- D. Qualifications
 - 1. Qualifications
 - 2. Subcontractors/Suppliers/Others
- E. Bid Submission
 - 1. Submission Procedure
 - 2. Bid Ineligibility
- F. Bid Enclosures/Requirements

1.02 RELATED DOCUMENTS

- A. Document 01 10 00 - Summary.
- B. Document 00 41 00 - Bid Form.
- C. Document 00 73 00 - Supplementary Conditions:
 - 1. Bond types and values.

INVITATION

2.01 BID SUBMISSION

- A. Bids signed, executed, and dated will be received at the office of the Engineer at a date to be named later.
- B. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete a repair project located at the Grand Rapids Library for a Stipulated Sum contract with provisions for unit price adjustments based on actual quantity of work performed, in accordance with the Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises demolition and repair, including general construction Work.

2.04 CONTRACT TIME

- A. Perform the Work within the time stated in Section 00 41 00 - Bid Form.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 AVAILABILITY

- A. Bid Documents may be obtained at the office of Engineer.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.02 EXAMINATION

- A. Upon receipt of Bid Documents, verify that documents are complete. Notify Engineer should the documents be incomplete.
- B. Immediately notify Engineer upon finding discrepancies or omissions in the Bid Documents.

3.03 INQUIRIES/ADDENDA

- A. Direct questions to the Engineer, email; ben@encompassinc.com.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.

3.04 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. General Requirements for Substitution Requests:
- B. Substitution Request Form:
- C. Review and Acceptance of Request:
- D. When a request to substitute a product is made, Engineer may approve the substitution and will issue an Addendum to known bidders.
- E. In submission of substitutions to products specified, bidders shall include in their bid all changes required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions shall not be considered.
- F. The submission shall provide sufficient information to determine acceptability of such products.
- G. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- H. Provide products as specified unless substitutions are submitted in this manner and accepted.
- I. See Section 01 25 00 - Substitution Procedures for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.

4.02 PREBID CONFERENCE

- A. A pre-bid meeting will be held on site and established at a later date.
- B. All general contract bidders and suppliers are invited. All prime bidders are encouraged to attend the prebid meeting.
- C. Representatives of Engineer will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position and previous experience, license to perform work in the State.

5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

BID SUBMISSION**6.01 SUBMISSION PROCEDURE**

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bids are by invitation, only from selected bidders. Bids from unsolicited bidders may be returned.

BID ENCLOSURES/REQUIREMENTS**7.01 PERFORMANCE ASSURANCE**

- A. Accepted Bidder: Provide a Performance bond as described in 00 73 00 - Supplementary Conditions if requested by Owner.
- B. Include the cost of performance assurance bonds in the Bid Amount.

7.02 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form.

7.03 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

OFFER ACCEPTANCE/REJECTION**8.01 DURATION OF OFFER**

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.

END OF SECTION

**SECTION 00 41 00
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Grand Rapids (Owner) c/o First Service Residential
140 NE 2nd Street
Grand Rapids, Minnesota 55744

1.02 FOR:

- A. Project: Grand Rapids Library Facade Repair Project
- B. Engineer's Project Number: 22-8040-001
140 NE 2nd Street
Grand Rapids, Minnesota 55744

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
- 1. Address _____
- 2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by the Engineer for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Price below:

- B. We provide the following prices for the Work Items as itemized below:

C.

- 1. REPLACE BUILDING SEALANT: _____ dollars
(\$ _____), in lawful money of the United States of America.
- 2. REPAIR FLASHING AT BAY WINDOWS: _____ dollars
(\$ _____), in lawful money of the United States of America.
- 3. REPAIR CAPSTONES: _____ dollars
(\$ _____), in lawful money of the United States of America.
- 4. RESET OPERABLE WINDOW UNITS: _____ dollars
(\$ _____), in lawful money of the United States of America.
- 5. CLEAN MASONRY AND APPLY REPELLENT: _____ dollars
(\$ _____), in lawful money of the United States of America.
- 6. REPLACE SEALANTS AND GASKETS AT SKYLIGHTS: _____ dollars
(\$ _____), in lawful money of the United States of America.
- 7. SPOT BRICK REPLACEMENT: _____ dollars
(\$ _____), in lawful money of the United States of America.

- 8. SPOT TUCKPOINTING: _____ dollars
(\$ _____), in lawful money of the United States of America.
- 9. PAINT LINTELS: _____ dollars
(\$ _____), in lawful money of the United States of America.
- 10. MISCELLANEOUS LABOR: _____ dollars
(\$ _____), in lawful money of the United States of America.
- 11. RIGGING: _____ dollars
(\$ _____), in lawful money of the United States of America.
- 12. MOBILIZATION/DEMOBILIZATION: _____ dollars
(\$ _____), in lawful money of the United States of America.
- 13. The price for all base bid work shall be:
BASE BID TOTAL: _____ dollars
(\$ _____), in lawful money of the United States of America.

D. ALTERNATE BID ITEMS. The following is the add/deduct pricing for the following alternate bid items, to be accepted or rejected by the owner:

- 1. ALTERNATE #1: INSTALL THROUGH WALL FLASHING ABOVE SKYLIGHTS: _____ dollars
(\$ _____), in lawful money of the United States of America.
- _____ dollars
(\$ _____), in lawful money of the United States of America.

E. We have provided the cost of the required performance assurance bonds below as required by the Instructions to Bidders. The cost shall not be included in the base bid total.

- 1. The cost of the required performance assurance bonds is _____ dollars
(\$ _____), in lawful money of the United States of America.

F. All applicable federal taxes are included and State of Minnesota taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work by SEPTMEBER 31, 2023.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific scope items of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT - UNIT PRICE
- C. Remove and replace joint sealant - Linear Feet - \$ _____
- D. Spot Brick Replacement - Each - \$ _____
- E. Tuckpointing - Square Feet - \$ _____

1.09 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
 - 1. Subcontractors: [____], [____], [____].

1.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. _____
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. _____
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. _____
- I. (Authorized signing officer, Title)

END OF SECTION

**SECTION 00 50 00
CONTRACTING FORMS AND SUPPLEMENTS**

PART 1 GENERAL

**1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL
COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.**

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 73 14 - Supplementary Conditions for the Supplementary Conditions
- B. The Agreement is based on EJCDC C-520.
- C. The General Conditions are based on EJCDC C-700, 2018.

1.03 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
 - 1. Performance Bond Form: EJCDC C-610.
 - 2. Payment Bond Form: EJCDC C-615.
- C. Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: EJCDC C-620.
- D. Clarification and Modification Forms:
 - 1. Field Order Form: EJCDC C-942.
 - 2. Work Change Directive Form: EJCDC C-940.
 - 3. Change Order Form: EJCDC C-941.
- E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: EJCDC C-625.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 00 73 14
SUPPLEMENTARY CONDITIONS**

PROPERTY NAME

1.01 PROJECT NAME

1.02 GENERAL

1.03 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 72 00 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.04 MODIFICATIONS TO GENERAL CONDITIONS

1.05 SC 4.01.A DELETE ORIGINAL PARAGRAPH AND SUBSTITUTE THE FOLLOWING

- A. The Contract Time will commence once Notice to Proceed instructions are received by the Contractor.

1.06 SC 5.02.A.1 ADD TO THE ORIGINAL PARAGRAPH

- A. Damage to trees/shrubs and landscaping materials, such as retaining walls, fences, and sprinkler system materials, shall be repaired by Contractor by the installation of like shrubs or vegetation, of similar size and quality, as approved by Owner.
- B. Damaged grass will be replaced by Contractor.
- C. Contractor will not be responsible for replacing damaged annual plants.
- D. The trimming and/or removal of trees to facilitate project will be coordinated directly with the owner. Repair or replacement of trees will not be the responsibility of the Contractor.
- E. Damage to paving and sidewalks shall be repaired by Contractor by the removal and replacement of the section of paving and sidewalk as directed by the Engineer. Sidewalk replacement shall extend the full panel dimension between control or expansion joints.

1.07 SC 5.03 ADD THE FOLLOWING NEW PARAGRAPHS IMMEDIATELY AFTER PARAGRAPH 5.03.D:

- A. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: [If there are no such reports, so indicate in the table.]

Report Title	Date of Report	Technical Data
NONE		[Identify Technical Data]

- B. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: [If there are no such drawings, so indicate in the table.]

Drawings Title	Date of Drawings	Technical Data
NONE		[Identify Technical Data]

- C. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F, if applicable, that were not included with the Bidding Documents at [owner's location] during

regular business hours, or may request copies from Engineer.

1.08 SC 5.06 ADD THE FOLLOWING NEW PARAGRAPHS IMMEDIATELY AFTER PARAGRAPH 5.06.A.3:

- A. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: [If there are no such reports, so indicate in the table]

Report Title	Date of Report	Technical Data
NONE		[Identify Technical Data]

- B. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: [If there are no such drawings, so indicate in the table]

Drawings Title	Date of Drawings	Technical Data
NONE		[Identify Technical Data]

1.09 SC 6.01 DELETE PARAGRAPH 6.01.A AND SUBSTITUTE THE FOLLOWING

- A. If requested by Owner and included in Contractor's bid, Contractor shall provide and pay for a Bond covering faithful performance of the Contract and the payment of all obligations arising there under, by a corporate surety acceptable to the Owner and authorized to do business in the State of Minnesota; as approved by the Owner; in accordance with Minnesota Statutory Requirements, on forms known as Bond of Public Contractor; in the amount of 100% of the contract price. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by the laws and regulations of the contract documents.
- B. Bond shall: guarantee Contractor will satisfactorily perform each and every part of the Contract, including completion time and guarantees required; guarantee payment to subcontractors and suppliers; allow for any additions or deductions to Contract price and completion time; provide that no notice of aforesaid alterations, additions or omissions need be given to Surety Company.

1.10 SC 6.03. SUPPLEMENT PARAGRAPH 6.03 WITH THE FOLLOWING PROVISIONS AFTER PARAGRAPH 6.03.C:

- A. Other Additional Insureds: As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: [TBD]
- B. Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$
---	----

- C. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
 4. Commercial General Liability—Form and Content: Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - a. Products and completed operations coverage.
 - 1) Such insurance must be maintained for three years after final payment.
 - 2) Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - b. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 - c. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 - d. Underground, explosion, and collapse coverage.
 - e. Personal injury coverage.
 - f. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - g. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
 5. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
 - a. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 - b. Any exclusion for water intrusion or water damage.
 - c. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 - d. Any exclusion of coverage relating to earth subsidence or movement.
 - e. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 - f. Any limitation or exclusion based on the nature of Contractor’s work.
 - g. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
 6. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

7. Automobile Liability: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising

out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
---	-------------

8. Umbrella or Excess Liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

9. Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements: Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.

10. Contractor’s Pollution Liability Insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor’s Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$
General Aggregate	\$

11. Contractor’s Professional Liability Insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor’s Professional Liability	Policy limits of not less than:
Each Claim	\$
Annual Aggregate	\$

- 1.11 SC 6.03.B.3 DELETE PARAGRAPH 6.03.B.3 AND SUBSTITUTE THE FOLLOWING**
1.12 SUCH INSURANCE SHALL REMAIN IN EFFECT FOR FIVE YEARS AFTER FINAL PAYMENT.
1.13 SC 6.04.A. ADD THE FOLLOWING NEW PARAGRAPH TO THE BEGINNING OF THE SECTION

- A. Builder’s Risk: Builder’s risk policy not included in contract. Potential implementation of policy pending owner coordination.

1.14 SC 6.04.D REVISE ORIGINAL PARAGRAPH 6.04.D

- A. Partial Occupancy or Use by Owner. Unit owners, occupants, guests and invitees will occupy a portion or portions of the Work prior to Substantial Completion of all of the Work as provided in Paragraph 15.04. Contractor will ensure that the builder's risk insurance is not canceled or permitted to lapse on account of any such partial use or occupancy.

1.15 SC-7.03 ADD THE FOLLOWING NEW SUBPARAGRAPHS IMMEDIATELY AFTER PARAGRAPH 7.03.C:

- A. Regular working hours will be [8:00 AM TO 5:00 PM FOR NOISE-CAUSING WORK].
- B. Owner's legal holidays are [TBD].

1.16 SC 7.07.D ADD TO THE BEGINNING OF THE ORIGINAL PARAGRAPH

- A. No later than 21 days after the execution of the agreement by the Contractor and Owner, the Contractor shall furnish the Owner and the Engineer, in writing, with (1) the name, trade, and subcontract amount for each Subcontractor and (2) the names of all persons or entities proposed to be suppliers of materials to be supplied to the Project. The Contractor will promptly advise the Owner and Engineer in writing of changes or additions to this list, updating it no less often than at the time of each progress payment application.

1.17 SC 7.07.D REVISE ORIGINAL PARAGRAPH 7.07.D

- A. Change time period in final sentence from "five days" to "ten days".

1.18 SC 7.07.N ADDED AS SUBPARAGRAPH N TO SECTION 7.07

- A. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:
 1. assignment is effective only after termination of the Contract by the Owner for cause and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
 3. When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
 4. Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
 5. Upon such assignment to the Owner under this Section, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

1.19 SC 7.07.O ADDED AS SUBPARAGRAPH O TO SECTION 7.07

- A. All subcontracts shall be in writing and specifically provide that the Owner is an intended third-party beneficiary of said subcontract, and that the subcontractor will obtain and maintain insurance of the same types and limits as required of the Contractor in section 6.03, except that the subcontractor's General liability limits may be \$1,000,000 for General Aggregate and Products-completed operations Aggregate, and \$1,000,000 per occurrence.

1.20 SC 7.18.A ADD TO THE ORIGINAL PARAGRAPH

- A. This indemnification and hold harmless obligation shall include the duty to pay for any attorney fees, costs and disbursements incurred in the Owner's defense against any such claims made against it, or incurred by it in the enforcement of the Contractor's duties under this paragraph and its corresponding obligation to procure insurance covering this obligation. This duty shall be triggered by any such claim being made against the Owner, and will not await final determination of fault against the Contractor to be enforceable for purposes of this obligation to pay attorney fees for the Owner's defense and the enforcement of the Contractor's obligations under this section. This indemnification obligation shall not be negated as a result of the claim, damage, loss or expense being caused in part by the Owner, though the ultimate

indemnification obligation of the Contractor shall be limited to that attributable to the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of the Contractor or its independent contractors, agents, employees, or delegates.

1.21 SC 7.20 ADD THE FOLLOWING SECTION 7.20 AND SUBPARTS

A. Mold Abatement/Remediation

1. Contractor is to self-perform mold remediation, i.e. is the mold remediation contractor.
2. Visual identification of areas that are potentially affected by mold is the responsibility of the Contractor. Testing of materials identified as potentially affected by mold is the responsibility of the mold abatement contractor.
3. Mold abatement contractor and Contractor are to generate a mold abatement plan based on actual observed conditions, including abatement scope, methods, personnel, and schedule for review.
4. The plane defining the boundary of work between the work area and the unmodified interior area is the exterior exposed surface of the exterior wall. Where cladding is removed, the boundary is the exposed surface of the exterior sheathing or weather barrier. Where water damage is present that requires the removal of sheathing, the boundary of work is the exterior face of the interior vapor barrier.
5. The mold remediation scope of work applies to mold within the building envelope on the exterior side of the work area boundaries. Contractor has no obligation to identify mold or perform mold remediation to the interior of the work area boundaries.
6. The Contractor and Engineer will develop a list of areas inside of the work area boundaries where visual evidence of mold was noted during remediation activities. The list will be provided to Owner during construction and at the conclusion of the project. The list is to be used for general reference only, and will not constitute an accurate survey of the full extent of mold. Mold testing or assessment will not be conducted inside of the work area boundaries, and no additional effort will be made to locate mold beyond simple observations from the exterior side of the wall cavity during the repair process.
7. SC 8.02 ADD THE FOLLOWING NEW PARAGRAPH 8.02.C IMMEDIATELY AFTER PARAGRAPH 8.02.B:
8. Owner intends to contract with others for the performance of other work at or adjacent to the Site.
 - a. [Here identify individual or entirety] shall have authority and responsibility for coordination of the various contractors and work forces at the Site;
 - b. The following specific matters are to be covered by such authority and responsibility: [Here itemize such matters];
 - c. The extent of such authority and responsibilities is: [Here provide the extent].

1.22 SC 10.03.A REVISE ORIGINAL PARAGRAPH 10.03.A

- A. The Engineer will act as the Owner's Representative on the Project, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

1.23 SC 12.01.D.3 REVISE ORIGINAL PARAGRAPH 12.01.D.3

- A. Owner and Contractor shall each pay one-half of the mediator's fees and costs, unless additional parties are involved, in which case the fees and costs will be equally divided among the parties to the mediation, unless the parties to the mediation mutually agree otherwise.

1.24 SC 14.02.F ADD TO THE ORIGINAL PARAGRAPH

- A. Timely notice and reasonable promptness shall each be defined as a minimum of 24 hours; if Saturday, Sunday, and/or a legal holiday occurs during either of those periods, those days will be added to the 24 hours as a minimum time.

1.25 SC 14.03.F ADD TO THE ORIGINAL PARAGRAPH

- A. Costs arising out of the defective Work also include all of Owner's fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs.

1.26 SC 15.01.A.4 ADDED AS SUBPARAGRAPH 4 TO SECTION 15.01.A

- A. Each application for payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:
1. A current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor and material supplier in the requested progress payment, and the amount to be paid to the subcontractor from such progress payment, together with similar sworn statements from all such subcontractors and material suppliers;
 2. Duly executed waivers of mechanics' and material suppliers' liens from all subcontractors and, when appropriate, from material suppliers with lien rights and lower-tier subcontractors, establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous application. Contractor consents to the Owner or Engineer periodically contacting any or all subcontractors and material suppliers to verify the amounts of their subcontracts or purchase orders, payments made to them by the Contractor, and amounts remaining to be paid to them.
 3. All information and materials required to comply with the requirements of the contract documents or reasonably requested by the Owner or the Engineer.

1.27 SC 15.01 F ADDED AS SUBPARAGRAPH F TO SECTION 15.01

- A. (1) The Contractor further expressly undertakes to defend the Owner and Engineer, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Owner, Engineer, or any third party as a result of liens filed against the Work, the site of any of the Work, the project site and any improvements thereon, payments due the Contractor, or any portion of the property of the Owner, Engineer, or third party. The Contractor hereby agrees to indemnify and hold the Owner, Engineer, and third parties harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such action, lawsuit, or proceeding.
1. The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond that is: 1) issued by a surety acceptable to the Owner; 2) in form and substance satisfactory to the Owner; and 3) in an amount not less than two hundred percent (200%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify the Owner and Engineer. The cost of any premiums incurred in connection with such bonds and securities shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Price.
 2. Notwithstanding the foregoing, the Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payment to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the Owner, upon demand, for any payment so made, to the extent such lien claim was meritorious.

1.28 SC 15.02.A ADD TO THE ORIGINAL PARAGRAPH

- A. The Contractor further expressly undertakes to defend the Owner and Engineer, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Owner, Engineer, or any third party as a result of liens filed against the Work, the site of any of the Work, the project site and any improvements thereon, payments due the Contractor, or any portion of the property of the Owner, Engineer, or third party. The Contractor hereby agrees to indemnify and hold the Owner, Engineer, and third parties harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such action, lawsuit, or proceeding.
- B. The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond that is: (1) issued by a surety

acceptable to the Owner; (2) in form and substance satisfactory to the Owner; and (3) in an amount not less than two hundred percent (200%) of such lien claim. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify the Owner and Engineer. The cost of any premiums incurred in connection with such bonds and securities shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Price.

- C. Notwithstanding the foregoing, the Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payment to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the Owner, upon demand, for any payment so made.

1.29 SC 15.06.A.3 MODIFY THE ORIGINAL PARAGRAPH

- A. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner in writing, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

1.30 SC 15.08.A ADD TO THE ORIGINAL PARAGRAPH

- A. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to correction or repair or removal and replacement of defective work for which Contractor is found to be legally responsible (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

END OF SECTION

**SECTION 01 10 00
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Grand Rapids Library Facade Repair Project
- B. Owner's Name: City of Grand Rapids.
- C. Engineer's Name: Encompass, Inc.
- D. The Project consists of the repair of the exterior facade.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of alterations work is as follows and as indicated on drawings:

BASE BID WORK SCOPE

1. REPLACE EXTEIOR SEALANT
 - a. Scope of Work: Remove and replace all exterior joint sealants where existing at the facade including at pavement joints, windows, glass, doors, wall penetrations, masonry joints, siding, sheet metal, and any joints of dissimilar materials. Clean and prepare joints by removing all existing sealant and debris. Install new sealant and backer rod. Skylights are excluded from this item, see work item 6. See project drawings for additional details.
 - b. Location of Work: All Elevations
 - c. Quantity of Work: 1 Lump Sum, Est Work Qty 3,000 Linear Feet
2. REPAIR FLASHING AT FRONT BAY WINDOWS
 - a. Scope of Work: Install new flashings and metal at the bay window heads. See project drawings for additional requirements.
 - b. Location of Work: East Elevation Bay Windows
 - c. Quantity of Work: 3 Windows
3. RESET CONCRETE CAP STONES
 - a. Scope of Work: Remove, salvage, and reinstall the existing concrete cap stones with new anchorage and new flashings. See project drawings for additional requirements.
 - b. Location of Work: Wall caps at brick stem walls.
 - c. Quantity of Work: 1 Lump Sum
4. RESET OPERABLE WINDOWS UNITS
 - a. Scope of Work: Reset 2 operable windows units within the storefront window frame opening with new sealants and gaskets. See project drawings for additional requirements.
 - b. Location of Work: East Elevation
 - c. Quantity of Work: 2 Operable Window Units
5. CLEAN MASONRY AND INSTALL WATER REPELLENT
 - a. Scope of Work: Clean masonry and install a water repellent to masonry.
 - b. Location of Work: All Elevations
 - c. Quantity of Work: 1 Lump Sum
6. REPLACE EXTERIOR SEALANTS AND GASKETS AT THE SKYLIGHTS

- a. Scope of Work: Remove and replace all exterior joint sealants and gaskets at the skylights. Remove and reset all covers and pressure plates at head/mullions to access sealants and gaskets. Clean and prepare joints by removing all existing sealant and debris. Install new sealant and backer rod. See project drawings for additional details.
 - b. Location of Work: Skylights at rear/main roof.
 - c. Quantity of Work: 1 Lump Sum
7. SPOT BRICK REPLACEMENT
- a. Scope of Work: Sawcut and remove individual damaged brick. New brick shall match existing size, colors, and texture and meet requirements of ASTM C216, type FBS, Grade SW.
 - b. Location of Work: All Elevations, as noted on the project drawings.
 - c. Quantity of Work: 75 Each
8. TUCKPOINTING
- a. Scope of Work: Perform tuckpointing repairs at brick masonry at areas of damaged or deteriorated joints, as noted on the drawings, or as directed by the Engineer. Saw cut or grind existing mortar joints min. 3/4" depth to reveal sound mortar and reinstall mortar in 1/4" lifts to match the existing colors and profile. Clean repaired masonry upon completion of pointing work. Perform work in accordance with Brick Institute of America Standards.
 - b. Location of Work: All Elevations, as noted on the project drawings and as directed by the Engineer.
 - c. Quantity of Work: 1,800 Square Feet
9. PAINT LINTELS
- a. Scope of Work: Clean and refinish exposed surfaces of steel lintels with new coating, to match existing, per the manufacturer's requirements. Grind off and clean any existing corrosion.
 - b. Location of Work: Windows in brick, see project drawings.
 - c. Quantity of Work: 1 Lump Sum
10. MISCELLANEOUS LABOR
- a. Scope of Work: Provide man-hours for unspecified work activity as directed by the Owner/Engineer on the buildings. This work item is to provide for any contingent activity unanticipated in the scope of the project. Price shall be the total charge assessed for actual labor hours required and shall include the total cost of labor, tools, scaffolding, plant, equipment and all else required to perform the labor, including overhead and profit. Any material required to be installed by this labor shall be provided by the owner, or per executed change order by the contractor. Bid price shall be provided on a lump sum basis with an add and deduct unit price to adjust the contract sum for variance in the final quantity from the base bid quantity.
Miscellaneous hours shall be submitted and approved by the Engineer prior to execution of any of the work under this work item.
 - b. Location of Work: Any location within the work area.
 - c. Quantity of Work: 40 Hours
11. RIGGING
- a. Scope of Work: Provide all labor, material, plant, equipment, rental and all else necessary for the complete installation of a temporary system of swing stage scaffolding, and/or other suitable means, necessary to access the building façade and to execute the work activities required in the scope of the project on the building. Sufficient scaffolding shall be provided to access the entire façade in the areas designated for work. Contractor shall have the full responsibility for the design,

safety, installation, operation, relocation, final removal and all else required for the complete execution of the project. Certified roof anchorages are installed at the building roof. Bid Price shall be provided on a lump sum basis for the base bid and shall be all-inclusive for the complete project.

- b. Location of Work: N/A
- c. Quantity of Work: 1 Lump Sum

12. MOBILIZATION/DEMobilIZATION

- a. Scope of Work: Provide all labor, material, plant, equipment, permits, temporary utilities and facilities, health and safety devices and procedures, waste storage and disposal facilities and all else required and necessary to complete the work contemplated herein. When the project is completed, remove all temporary equipment, facilities and devices from the structure and site and restore the structure and site to its original condition and to the satisfaction of the Owner and Engineer.
- b. Location of Work: N/A
- c. Quantity of Work: 1 Lump Sum

B. ALTERNATE BID ITEMS

- 1. ALTERNATE #1: INSTALL THROUGH WALL FLASHING ABOVE SKYLIGHTS
 - a. Scope of Work: Remove and replace masonry to replace the through wall flashing at the existing location above skylights. See project details for additional requirements.
 - b. Location of Work: Skylights at the South Elevation
 - c. Quantity of Work: 1 Lump Sum

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
 - 2. Any damage to the site as result of the contractor's activities shall be restored by the contractor.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
 - 4. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Time Restrictions:
 - 1. Limit conduct of especially noisy exterior work to the hours of 8:00am to 5:00pm.
- E. Utility Outages and Shutdown:
 - 1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 2. Prevent accidental disruption of utility services to other facilities.

1.06 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 00 50 00 - Contracting Forms and Supplements: Forms to be used.
- B. Section 01 22 00 - Unit Prices: Monetary values of unit prices; Payment and modification procedures relating to unit prices.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: EJCDC C-620, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Engineer for approval.
- C. Forms filled out by hand will not be accepted.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Engineer for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- H. Submit one electronic and three hard-copies of each Application for Payment.
- I. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 30 00.
 - 2. Partial release of liens from major subcontractors and vendors.
 - 3. Affidavits attesting to off-site stored products.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Engineer will issue instructions directly to Contractor.

- B. For other required changes, Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.
- D. Contractor may propose a change by submitting a request for change to Engineer, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Engineer for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Engineer.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Engineer without a quotation from Contractor, the amount will be determined by Engineer based on the Contractor's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:

1. All closeout procedures specified in Section 01 70 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 22 00
UNIT PRICES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Measurement and payment criteria applicable to Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.
- B. Document 00 41 00 - Bid Form - List of Unit Prices
- C. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.04 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.05 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Engineer.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.

1.06 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Engineer, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.

1.07 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 25 00
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures, coordination.
B. Section 01 60 00 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials and products.
1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products and materials constitutes a representation that the submitter:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 2. Agrees to provide the same warranty for the substitution as for the specified product.
 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Agrees to reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
1. No specific form is required. Contractor's Substitution Request documentation must include the following:
 - a. Project Information:
 - b. Substitution Request Information:
 - 1) Indication of whether the substitution is for cause or convenience.
 - 2) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - 3) Description of Substitution.

- 4) Reason why the specified item cannot be provided.
- 5) Differences between proposed substitution and specified item.
- 6) Description of how proposed substitution affects other parts of work.
- c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
 - 1) Physical characteristics.
 - 2) In-service performance.
 - 3) Expected durability.
 - 4) Warranties.
 - 5) Other salient features and requirements.
- d. Impact of Substitution:
 - 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
- E. Limit each request to a single proposed substitution item.
 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Engineer, in order to stay on approved project schedule.
- B. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Engineer, in order to stay on approved project schedule.
 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Engineer for any required redesign, time spent processing and evaluating the request.
- C. Substitutions will not be considered under one or more of the following circumstances:
 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 2. Without a separate written request.

3.03 RESOLUTION

- A. Engineer may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Engineer will notify Contractor in writing of decision to accept or reject request.
 1. Engineer's decision following review of proposed substitution will be noted on the submitted form.

3.04 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.05 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record.

END OF SECTION

**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Requests for Information (RFI) procedures.
- H. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: General product requirements.
- B. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Engineer:
 - 1. Requests for Information (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Engineer.
 - 2. Contractor.
 - 3. Management and/or Board Member(s).
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.

5. Designation of personnel representing the parties to Contract, Management and/or Board Member(s) and <1|A/E|>.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work on a weekly basis.
- B. Attendance Required:
1. Contractor.
 2. Owner.
 3. Engineer.
 4. Contractor's superintendent.
 5. Major subcontractors.
- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 32 16

- A. Within 5 days after date established in Notice to Proceed, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.04 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for

claiming additional costs or delays in execution of the work.

1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 1. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 1. Discrete and consecutive RFI number, and descriptive subject/title.
 2. Issue date, and requested reply date.
 3. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 4. Annotations: Field dimensions and/or description of conditions which have engendered the request.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. Review Time: Engineer will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Notify Engineer within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Engineer for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.

- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Engineer's knowledge as contract administrator or for Owner.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer.
1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

- A. General Requirements:
1. Use a separate transmittal for each item.
 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 6. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 5 days excluding delivery time to and from the Contractor.
 7. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 8. Provide space for Contractor and Engineer review stamps.
 9. When revised for resubmission, identify all changes made since previous submission.

10. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 11. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 12. Submittals not requested will not be recognized or processed.
- B. Samples Procedures:
1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.10 SUBMITTAL REVIEW

- A. Submittals for Review: Engineer will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Engineer will acknowledge receipt and review. See below for actions to be taken.
- C. Engineer's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Engineer's and consultants' actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 - 1) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
 - 2) Non-responsive resubmittals may be rejected.
 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - 2) Non-responsive resubmittals may be rejected.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
- E. Engineer's and consultants' actions on items submitted for information:
1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.
 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION

**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Control of installation.
- C. Mock-ups.
- D. Tolerances.
- E. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- B. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 DEFINITIONS

- A. Design Data: Design-related, signed and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Agreement, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.

- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Engineer will use to judge the Work.
- C. Integrated Exterior Mock-ups: Construct integrated exterior mock-up as indicated on drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.
- D. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- E. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- F. Obtain Engineer's approval of mock-ups before starting work, fabrication, or construction.
 1. Engineer will issue written comments within seven (7) working days of initial review and each subsequent follow up review of each mock-up.
 2. Make corrections as necessary until Engineer's approval is issued.
- G. Engineer will use accepted mock-ups as a comparison standard for the remaining Work.
- H. Where mock-up has been accepted by Engineer and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Engineer.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the work, Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Field offices.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities is not permitted.
- C. Maintain daily in clean and sanitary condition.
- D. Location of sanitary facilities shall be coordinated with Owner.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.06 SECURITY

- A. Provide security and facilities to protect Work, and Owner's operations from unauthorized entry, vandalism, or theft.

1.07 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED****END OF SECTION**

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Containing lead, cadmium, or asbestos.
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions.
 - 2. If used on interior, have lower emissions, as defined in Section 01 61 16.
 - 3. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
 - 4. Have longer documented life span under normal use.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- L. Prevent contact with material that may cause corrosion, discoloration, or staining.
- M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

- N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 01 61 16
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for VOC-Content-Restricted products.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

1.03 DEFINITIONS

- A. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 1. Interior paints and coatings.
 2. Interior adhesives and sealants, including flooring adhesives.
 3. Wet-applied roofing and waterproofing.
- B. Interior of Building: Anywhere inside the exterior weather barrier.
- C. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- D. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency current edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings 2005 (Reapproved 2018).
- C. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board 2020.
- D. SCAQMD 1113 - Architectural Coatings 1977, with Amendment (2016).
- E. SCAQMD 1168 - Adhesive and Sealant Applications 1989, with Amendment (2022).

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.06 QUALITY ASSURANCE

- A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
- B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
 2. Joint Sealants: SCAQMD 1168 Rule.
 3. Paints and Coatings: Each color; most stringent of the following:

- a. 40 CFR 59, Subpart D.
- b. SCAQMD 1113 Rule.
- c. CARB (SCM).
4. Wet-Applied Roofing and Waterproofing: Comply with requirements for paints and coatings.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

**SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- F. Section 02 41 00 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.04 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
- D. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.05 COORDINATION

- A. See Section 01 10 00 for occupancy-related requirements.

- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Engineer before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Engineer.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Clean existing systems and equipment.

- H. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- I. Do not begin new construction in alterations areas before demolition is complete.
- J. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material , to full thickness of the penetrated element.
- J. Patching:
 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.

- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces,
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.09 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Engineer when work is considered ready for Engineer's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Engineer's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Engineer.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Engineer when work is considered finally complete and ready for Engineer's Substantial Completion final inspection.
- H. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

END OF SECTION

**SECTION 01 78 00
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 00 73 00 - Supplementary Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.
- B. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.02 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 02 41 00 DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building demolition excluding removal of hazardous materials and toxic substances.
- B. Selective demolition of building elements for alteration purposes and as indicated on the drawings.
- C. Removal and protection of existing features and materials indicated as "salvage."

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of five years of documented experience.

PART 2 PRODUCTS

2.01 MATERIALS

- A. When chemicals or hazardous materials are used for demolition purposes provide detailed product information, safety data sheet, schedule of usage, and protection plan for existing materials.

PART 3 EXECUTION

3.01 SCOPE

- A. See Section 01 10 00 - Summary of Work for work scope.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Use of explosives is not permitted.
 - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.

4. Provide, erect, and maintain temporary barriers and security devices.
 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 7. Do not close or obstruct roadways or sidewalks without permit.
 8. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 9. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
 - C. Do not begin removal until built elements to be salvaged or relocated have been removed.
 - D. Do not begin removal until vegetation to be relocated has been removed and specified measures have been taken to protect vegetation to remain.
 - E. Protect existing structures and other elements that are not to be removed.
 1. Provide bracing and shoring.
 2. Prevent movement or settlement of adjacent structures.
 3. Stop work immediately if adjacent structures appear to be in danger.
 - F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
 - G. If hazardous materials are discovered during removal operations, stop work and notify Engineer and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Verify that construction and utility arrangements are as indicated.
 2. Report discrepancies to Engineer/Engineer before disturbing existing installation.
 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.

2. Remove items indicated on drawings.
- D. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

**SECTION 04 01 00
MASONRY RESTORATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Replacement of brick units.
- B. Repointing mortar joints.
- C. Repair of damaged masonry.

1.02 RELATED REQUIREMENTS

- A. Section 04 05 11 - Masonry Mortaring and Grouting.
- B. Section 04 20 00 - Unit Masonry: Brick masonry units.

1.03 REFERENCE STANDARDS

- A. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures 2022.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on cleaning compounds.
- C. Samples: Submit four samples of face brick and stone units to illustrate matching color, texture and extremes of color range.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of the contract documents.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry neatly stacked and tied on pallets. Store clear of ground with adequate waterproof covering.

1.07 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Restoration and Cleaning Chemicals:
 - 1. PROSOCO; Product Sure Klean 600: www.prosoco.com.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 CLEANING MATERIALS

- A. Cleaning Agent: Detergent type.

2.03 MORTAR MATERIALS

- A. Comply with requirements of Section 04 05 11.

2.04 MASONRY MATERIALS

- A. Brick: Section 04 20 00.
- B. Accessories:
 - 1. Water Repellent - Protectosil Chem-trete 40 VOC or approved equivalent.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces to be cleaned are ready for work of this section.

3.02 PREPARATION

- A. Protect surrounding elements from damage due to restoration procedures.
- B. Carefully remove and store removable items located in areas to be restored, including fixtures, fittings, finish hardware, and accessories; reinstall upon completion.
- C. Separate areas to be protected from restoration areas using means adequate to prevent damage.
- D. Cover existing landscaping with tarpaulins or similar covers.
- E. Mask immediately adjacent surfaces with material that will withstand cleaning and restoration procedures.
- F. Close off adjacent occupied areas with dust proof and weatherproof partitions.
- G. Protect roof membrane and flashings from damage with 1/2 inch (13 mm) plywood laid on roof surfaces over full extent of work area and traffic route.
- H. When using cleaning methods that involve water or other liquids, install drainage devices to prevent runoff over adjacent surfaces unless those surfaces are impervious to damage from runoff.
- I. Do not allow cleaning runoff to drain into sanitary or storm sewers.

3.03 REBUILDING

- A. Cut out damaged and deteriorated masonry with care in a manner to prevent damage to any adjacent remaining materials.
- B. Support structure as necessary in advance of cutting out units.
- C. Cut away loose or unsound adjoining masonry as directed.
- D. Build in new units following procedures for new work specified in other section(s).
- E. Mortar Mix: Colored and proportioned to match existing work.
- F. Ensure that anchors are correctly located and built in.
- G. Install built in masonry work to match and align with existing, with joints and coursing true and level, faces plumb and in line. Build in all openings, accessories and fittings.

3.04 REPOINTING

- A. Perform repointing prior to cleaning masonry surfaces.
- B. Cut out loose or disintegrated mortar in joints to minimum 3/4 inch (19 mm) depth or until sound mortar is reached.
- C. Use power tools only after test cuts determine no damage to masonry units will result.
- D. Saws used for cutting shall have integral vacuums to minimize dust, debris, and particulates.
- E. Do not damage masonry units.
- F. When cutting is complete, remove dust and loose material by brushing.
- G. Premoisten joint and apply mortar. Pack tightly in maximum 1/4 inch (6 mm) layers. Form a smooth, compact concave joint to match existing.
- H. Moist cure for 72 hours.

3.05 CLEANING NEW MASONRY

- A. Verify mortar is fully set and cured.
- B. Clean surfaces and remove large particles with wood scrapers, brass or nylon wire brushes.
- C. Scrub walls with cleaning agent solution using stiff brush. Thoroughly rinse and wash off cleaning solution, dirt and mortar crumbs using clean, pressurized water.

3.06 STONE REPAIR

- A. Stone crack repair - Sawcut, grind, clean, and prepare cracks within stone panels in accordance with manufacturer installations instructions. Use saws with integral dust collection

vacuums to minimize dust and particulates. Use repair epoxy with viscosity appropriate for width of crack in order to fully fill crack. Use low pressure injection for narrow cracks in order to achieve full penetration. Install products in accordance with manufacturer instructions.

- B. Stone patching - prepare stone surfaces by square cutting stone to a minimum depth of 1/2", avoiding irregular shapes. Clean surface of all contaminants and laitance. Add 1/4" diameter stainless steel threaded rod reinforcement as required/directed by Engineer. reinforcement shall be epoxy-grouted into sound stone substrate. Apply patching material in lifts and in accordance with manufacturer installation instructions. Patching material shall be color matched to surrounding stone. Texture finished surface to match existing.
- C. Provide one mock-up of each type of stone repair for review by Engineer and Owner prior to commencing with stone repair work.

3.07 CLEANING

- A. Immediately remove stains, efflorescence, or other excess resulting from the work of this section.
- B. Remove excess mortar, smears, and droppings as work proceeds and upon completion.
- C. Clean surrounding surfaces.

END OF SECTION

**SECTION 04 05 11
MASONRY MORTARING AND GROUTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mortar for masonry.

1.02 RELATED REQUIREMENTS

- A. Section 04 01 00 - Masonry Restoration: Bedding and pointing mortar for masonry restoration work.
- B. Section 04 20 00 - Unit Masonry: Installation of mortar.

1.03 REFERENCE STANDARDS

- A. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures 2022.
- B. ASTM C5 - Standard Specification for Quicklime for Structural Purposes 2018.
- C. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar 2018.
- D. ASTM C150/C150M - Standard Specification for Portland Cement 2022.
- E. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes 2018.
- F. ASTM C270 - Standard Specification for Mortar for Unit Masonry 2019a, with Editorial Revision.
- G. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete 2016.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Include design mix and indicate whether the Proportion or Property specification of ASTM C270 is to be used. Also include required environmental conditions and admixture limitations.
- C. Samples: Submit two samples of mortar, illustrating mortar color and color range.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of the contract documents.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

1.07 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

PART 2 PRODUCTS

2.01 MORTAR AND GROUT APPLICATIONS

- A. At Contractor's option, mortar and grout may be field-mixed from packaged dry materials, made from factory premixed dry materials with addition of water only, or ready-mixed.
- B. Mortar Mix Designs: ASTM C270, Property Specification.
 - 1. Exterior, Non-loadbearing Masonry: Type N.

2.02 MATERIALS

- A. Packaged Dry Material for Mortar for Repointing: Premixed Portland cement, graded sand, and chemical admixtures complying with ASTM C91/C91M with the addition of water only.
 - 1. Color: To match adjacent mortar color.
- B. Portland Cement: ASTM C150/C150M.
 - 1. Type: Type I - Normal; ASTM C150/C150M.

- 2. Color: Color as required to produce approved color sample.
- C. Masonry Cement: ASTM C91/C91M.
 - 1. Type: Type N; ASTM C91/C91M.
- D. Hydrated Lime: ASTM C207, Type S.
- E. Quicklime: ASTM C5, non-hydraulic type.
- F. Mortar Aggregate: ASTM C144.
- G. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C979/C979M.
 - 1. Color(s): As selected by Engineer from manufacturer's full range.
- H. Water: Clean and potable.

2.03 MORTAR MIXING

- A. Thoroughly mix mortar ingredients using mechanical batch mixer, in accordance with ASTM C270 and in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. Do not use anti-freeze compounds to lower the freezing point of mortar.
- D. If water is lost by evaporation, re-temper only within two hours of mixing.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install mortar to requirements of section(s) in which masonry is specified.

END OF SECTION

**SECTION 04 20 00
UNIT MASONRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clay facing brick.
- B. Common brick.
- C. Reinforcement and anchorage.
- D. Flashings.
- E. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 04 01 00 - Masonry Restoration.
- B. Section 04 05 11 - Masonry Mortaring and Grouting.
- C. Section 07 92 00 - Joint Sealants: Sealing control and expansion joints.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- B. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.
- C. ASTM A951/A951M - Standard Specification for Steel Wire for Masonry Joint Reinforcement 2022.
- D. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale) 2017.
- E. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units 2022.
- F. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale) 2022.
- G. ASTM C270 - Standard Specification for Mortar for Unit Masonry 2019a, with Editorial Revision.
- H. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing 2017.
- I. BIA Technical Notes No. 7 - Water Penetration Resistance – Design and Detailing 2017.
- J. BIA Technical Notes No. 13 - Ceramic Glazed Brick Exterior Walls 2017.
- K. BIA Technical Notes No. 28B - Brick Veneer/Steel Stud Walls 2005.
- L. BIA Technical Notes No. 46 - Maintenance of Brick Masonry 2017.
- M. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures 2022.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all relevant installers.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Samples: Submit four samples of decorative block and/or brick units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.

1.06 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of the contract documents.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

PART 2 PRODUCTS**2.01 BRICK UNITS**

- A. Facing Brick: ASTM C216, Type FBS Smooth, Grade SW.
 - 1. Color and texture: Match Existing.
 - 2. Nominal size: Match Existing.
 - 3. Special shapes: Molded units as required by conditions indicated, unless standard units can be sawn to produce equivalent effect.
- B. Building (Common) Brick: ASTM C62, Grade SW; solid units.
 - 1. Color and texture: [Match Existing].
 - 2. Nominal size: Match existing.
 - 3. Special shapes: Molded units as required by conditions indicated, unless standard units can be sawn to produce equivalent effect.

2.02 MORTAR MATERIALS

- A. Mortar: As specified in Section 04 05 11.

2.03 REINFORCEMENT AND ANCHORAGE

- A. Manufacturers:
 - 1. Hohmann & Barnard, Inc: www.h-b.com/sle.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Strap Anchors: Bent steel shapes configured as required for specific situations, 1-1/4 in (32 mm) width, 0.105 in (2.7 mm) thick, lengths as required to provide not more than 1 inch (25 mm) and not less than 1/2 inch (13 mm) of mortar coverage from masonry face, corrugated for embedment in masonry joint, stainless steel.
- C. Residential Wall Ties: Corrugated formed sheet metal, 7/8 inch (22 mm) wide by 0.05 inch (1.22 mm) thick, hot dip galvanized to ASTM A 153/A 153M, Class B, sized to extend at least 1-1/2 inches (38 mm) into the veneer with at least 5/8 inch (16 mm) of mortar coverage from masonry face.
- D. Masonry Veneer Anchors: 2-piece anchors that permit differential movement between masonry veneer and structural backup, hot dip galvanized to ASTM A 153/A 153M, Class B.
 - 1. Anchor plates: Not less than 0.075 inch (1.91 mm) thick, designed for fastening to structural backup through sheathing by two fasteners; provide design with legs that penetrate sheathing and insulation to provide positive anchorage.
 - 2. Wire ties: Manufacturer's standard shape, 0.1875 inch (4.75 mm) thick.
 - 3. Vertical adjustment: Not less than 3-1/2 inches (89 mm).

2.04 FLASHINGS

- A. Metal Flashing Materials:
 - 1. Stainless Steel Flashing: ASTM A666, Type 304, soft temper; 24 gage, 24 inch (0.5969 mm) thick; finish 2B to 2D.
- B. Membrane Asphaltic Flashing Materials:
 - 1. Rubberized Asphalt Flashing: Self-adhering polymer modified asphalt sheet; 40 mils (0.040 inch) (1.0 mm) minimum total thickness; 8 mil (0.20 mm) cross-laminated polyethylene bonded to adhesive rubberized asphalt, with a removable release liner.

- a. Manufacturers:
 - 1) Carlisle Coatings and Waterproofing.
 - 2) GCP Applied Technologies.
 - 3) Substitutions: See Section 01 60 00 - Product Requirements.
- C. Flashing Sealant: Rubberized bitumen mastic or other type required or recommended by flashing manufacturer; type capable of adhering to type of flashing used.
- D. Primers/Adhesives: All surfaces to receive flashing membrane shall be primed with manufacturer's recommended primer. Apply in accordance with manufacturer's recommendations.
- E. Termination Bars: Stainless steel; compatible with membrane and adhesives.
- F. Drip Edge: Stainless steel; angled drip with hemmed edge; compatible with membrane and adhesives.
- G. Lap Sealants and Tapes: As recommended by flashing manufacturer; compatible with membrane and adhesives.

2.05 ACCESSORIES

- A. Joint Filler: Closed cell polyvinyl chloride; oversized 50 percent to joint width; self expanding; in maximum lengths available.
- B. Cavity Mortar Control: Semi-rigid polyethylene or polyester mesh panels, sized to thickness of wall cavity, and designed to prevent mortar droppings from clogging weeps and cavity vents and allow proper cavity drainage.
- C. Building Paper: ASTM D226/D226M, Type I ("No.15") asphalt felt.
- D. Weeps:
 - 1. Type: Cotton rope.
- E. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.

3.02 PREPARATION

- A. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.03 COLD AND HOT WEATHER REQUIREMENTS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F (5 degrees C) prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F (32 degrees C) prior to, during, and 48 hours after completion of masonry work.

3.04 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Brick Units:
 - 1. Bond: Match Existing.
 - 2. Mortar Joints: Concave.

3.05 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.

- C. Remove excess mortar and mortar smears as work progresses.
- D. Interlock intersections and external corners, except for units laid in stack bond.
- E. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- F. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- G. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

3.06 WEEPS/CAVITY VENTS

- A. Install weeps in cavity walls at 16 inches (406 mm) on center horizontally above shelf angles and lintels.

3.07 CAVITY MORTAR CONTROL

- A. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.

3.08 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER

- A. Masonry Back-Up: Embed anchors to bond veneer at maximum 16 inches (400 mm) on center vertically and 36 inches (900 mm) on center horizontally. Place additional anchors at perimeter of openings and ends of panels, so maximum spacing of anchors is 8 inches (200 mm) on center.
- B. Stud Back-Up: Secure veneer anchors to stud framed back-up and embed into masonry veneer at maximum 16 inches (400 mm) on center vertically and 24 inches (600 mm) on center horizontally. Place additional anchors at perimeter of openings and ends of panels, so maximum spacing of anchors is 8 inches (200 mm) on center.

3.09 MASONRY FLASHINGS

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
 1. Extend flashings full width at such interruptions and at least 6 inches (152 mm), minimum, into adjacent masonry or turn up flashing ends at least 1 inch (25.4 mm), minimum, to form watertight pan at non-masonry construction.
 2. Remove or cover protrusions or sharp edges that could puncture flashings.
 3. Seal lapped ends and penetrations of flashing before covering with mortar.
- B. Terminate flashing up 8 inches (203 mm) minimum on vertical surface of backing:
 1. Install vertical leg of flashing behind water-resistive barrier sheet over backing.
 2. Terminate vertical leg of flashing into bed joint in masonry or reglet in concrete.
 3. Anchor vertical leg of flashing into backing with a termination bar and sealant.
 4. Apply cap bead of sealant on top edge of self-adhered flashing.
- C. Install flashing in accordance with manufacturer's instructions and BIA Technical Notes No. 7.
- D. Extend metal flashings through exterior face of masonry and terminate in an angled drip with hemmed edge. Install joint sealer below drip edge to prevent moisture migration under flashing.
- E. Support flexible flashings across gaps and openings.
- F. Lap end joints of flashings at least 6 inches (152 mm), minimum, and seal watertight with flashing sealant/adhesive.

3.10 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control or expansion joints.

3.11 TOLERANCES

- A. Install masonry within the site tolerances found in TMS 402/602.

3.12 CLEANING

- A. Remove excess mortar and mortar droppings.

- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

3.13 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.
- B. Protect installation under provision of General Conditions and other specification sections.
- C. At day's end, cover unfinished areas to prevent moisture intrusion.

END OF SECTION

**SECTION 07 62 00
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated prefinished sheet metal items, including flashings and other items indicated in Schedule.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2022.
- B. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples 6 by 6 inch (152 by 152 mm) in size illustrating metal finish color.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of document on site.
- C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel (COLORKLAD or approved equal): ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color to match existing sheet metals.
 - 3. Use 18 gage keeper strips.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- D. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- E. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.

2.03 ACCESSORIES

- A. Fasteners: Stainless steel, with soft neoprene washers, interior exposed fasteners color matched to metal.
- B. Concealed Sealants: Non-curing butyl sealant.
- C. Exterior Splice Covers - Matching metal color, 6" wide, Min.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify existing configurations and dimensions.

3.02 INSTALLATION

- A. Fit metal tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- B. Seal metal joints watertight.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for field observation requirements.
- B. Observation will involve surveillance of work during installation to ascertain compliance with specified requirements.

3.04 SCHEDULE

END OF SECTION

**SECTION 07 92 00
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants 2018 (Reapproved 2022).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- C. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems 2016.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- E. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants 2022.
- F. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2018.
- G. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints 2019 (Reapproved 2020).

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
 - 5. Substrates for which use of primer is required.
 - 6. Substrates for which laboratory adhesion and/or compatibility testing is required.
 - 7. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
- F. Preinstallation Field Adhesion Test Plan: Submit at least two weeks prior to start of installation.
- G. Field Quality Control Plan: Submit at least two weeks prior to start of installation.
- H. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.
- I. Field Quality Control Log: Submit filled out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.

1.04 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- D. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Stain Testing: In accordance with ASTM C1248; required only for stone substrates.
 - 4. Allow sufficient time for testing to avoid delaying the work.
 - 5. Deliver to manufacturer sufficient samples for testing.
 - 6. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
 - 7. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.
- E. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.
 - 1. Identification of testing agency or testing representative.
 - 2. Preinstallation Field Adhesion Test Log Form: Include the following data fields, with known information filled out.
 - a. Test date.
 - b. Location on project.
 - c. Copy of test method documents.
 - d. Age of sealant upon date of testing.
 - e. Test results, modeled after the sample form in the test method document.
 - f. Indicate use of photographic record of test.
- F. Field Quality Control Plan:
 - 1. Visual inspection of entire length of sealant joints.
 - 2. Non-destructive field adhesion testing of sealant joints, except interior acrylic latex sealants.
 - 3. Destructive field adhesion testing of sealant joints, except interior acrylic latex sealant.
 - a. For each different sealant and substrate combination, allow for one test every 100 feet (30 m) in the first 500 linear feet (152 linear m), and one test per 1000 linear feet (305 linear m) thereafter, or once per floor on each elevation.
 - b. If any failures occur in the first 1000 linear feet (305 linear m), continue testing at frequency of one test per 500 linear feet (152 linear m) at no extra cost to Owner.
 - 4. Field testing agency's qualifications.
 - 5. Field Quality Control Log Form: Show same data fields as on Preinstallation Field Adhesion Test Log, with known information filled out and lines for multiple tests per sealant/substrate combinations; include visual inspection and specified field testing; allow for possibility that more tests than minimum specified may be necessary.
- G. Field Adhesion Test Procedures:
 - 1. Allow sealants to fully cure as recommended by manufacturer before testing.
 - 2. Have a copy of the test method document available during tests.
 - 3. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
 - 4. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
 - 5. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.

6. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Engineer.
- H. Non-Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Nondestructive Spot Method.
- I. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.
 1. Sample: At least 18 inches (457 mm) long.
 2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch (25.4 mm) by that percentage; if adhesion failure occurs before the "1 inch mark" is that distance from the substrate, the test has failed.
 3. If either adhesive or cohesive failure occurs prior to minimum elongation, take necessary measures to correct conditions and re-test; record each modification to products or installation procedures.

1.05 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 1. Master Builders Solutions by BASF: www.master-builders-solutions.basf.us/en-us/#sle.
 2. Sika Corporation: www.usa-sika.com/#sle.
 3. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints at wall penetrations.
 - d. Joints between different exposed materials or components.
 - e. Joints between window components and glass units.
 - f. Joints between siding and trim components.
 2. Do not seal the following types of joints.
 - a. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
- B. Exterior Facade Joints: Use non-sag silyl-terminated polyether/polyurethane hybrid sealant, unless otherwise indicated.
- C. Window Glass Joints: Use non-staining silicone sealant.

2.03 JOINT SEALANTS - GENERAL

- A. Colors: Match adjacent facade materials.

2.04 NONSAG JOINT SEALANTS

- A. Type S - Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses NT, G, and A; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 50 percent, minimum.
 - 2. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 - 3. Color: Match adjacent finished surfaces.
 - 4. Manufacturers:
 - a. Dow; DOWSIL 795 Silicone Building Sealant: www.dow.com/#sle.
 - b. Tremco Commercial Sealants & Waterproofing; Spectrem 2: www.tremcosealants.com/#sle.
- B. Type S - Hybrid Urethane Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 35 percent, minimum.
 - 2. Color: To be selected by Engineer from manufacturer's standard range.
 - 3. Manufacturers:
 - a. Master Builders Solutions; MasterSeal NP100: www.master-builders-solutions.com/en-us/#sle.
 - b. Tremco Commercial Sealants and Waterproofing; Dymonic FC: www.tremcosealants.com/#sle.
 - c. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 - 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type B - Bi-Cellular Polyethylene.
 - 2. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
 - 3. Manufacturers:
 - a. Nomaco, Inc: www.nomaco.com/#sle.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Preformed Extruded Silicone Joint Seal: Pre-cured low-modulus silicone extrusion, in sizes to fit applications indicated on drawings, combined with a neutral-curing liquid silicone sealant for bonding joint seal to substrates.
 - 1. Size: 3 inch (76 mm) wide, in rolls 100 feet (30.5 m) long.
 - 2. Thickness: 0.78 inch (19.8 mm), with ridges along outside bottom edges for bonding area.
 - 3. Color: As selected by Architect..
 - 4. Manufacturers:
 - a. Tremco Commercial Sealants & Waterproofing; Spectrem Simple Seal: www.tremcosealants.com/#sle.
 - b. DOWSIL 123 Silicone Tape.
 - c. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- D. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- E. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- F. Primers: Type recommended by sealant manufacturer to suit application; non-staining.
- G. Gaskets: EPDM rubber gaskets.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.
- D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.
 1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
 2. Notify Engineer of date and time that tests will be performed, at least seven days in advance.
 3. Record each test on Preinstallation Adhesion Test Log as indicated.
 4. If any sample fails, review products and installation procedures, consult manufacturer, or take whatever other measures are necessary to ensure adhesion; re-test in a different location; if unable to obtain satisfactory adhesion, report to Engineer.
 5. After completion of tests, remove remaining sample material and prepare joint for new sealant installation.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
- D. Install bond breaker backing tape where backer rod cannot be used if approved by Engineer.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

- A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
- B. Non-Destructive Adhesion Testing: If there are any failures in first 100 linear feet (30 linear m), notify Engineer immediately.
- C. Destructive Adhesion Testing: If there are any failures in first 1000 linear feet (300 linear m), notify Engineer immediately.
- D. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.
- E. Repair destructive test location damage immediately after evaluation and recording of results.

END OF SECTION

**SECTION 09 91 13
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Exposed surfaces of steel.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications 2019.
- C. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.
- D. SSPC V1 (PM1) - Good Painting Practice: Painting Manual Volume 1 2016.
- E. SSPC V2 (PM2) - Systems and Specifications: Steel Structures Painting Manual Volume 2 2021.
- F. SSPC-SP 1 - Solvent Cleaning 2015, with Editorial Revision (2016).
- G. SSPC-SP 2 - Hand Tool Cleaning 2018.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
 - 5. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Engineer before preparing samples, to eliminate sheens definitely not required.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon (4 L) of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum ten years documented experience.

- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

1.07 WARRANTY

- A. Provide a 3-year warranty against peeling, blistering, chalking, or corrosion bleed-through.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 1. Dow Chemical Company; [____]: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 2. PPG Paints; [____]: www.ppgpaints.com/#sle.
 3. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 4. Supply each paint material in quantity required to complete entire project's work from a single production run.
 5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:

1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Architectural coatings VOC limits of the State in which the Project is located.
 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Flammability: Comply with applicable code for surface burning characteristics.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Engineer from the manufacturer's full line.
- E. Colors: As indicated in Color Schedule.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Exterior Surfaces to be Painted, Metal.
1. Two top coats and one coat primer.
 2. Primer: Sherwin Williams Pro Industrial Pro-Cryl Primer.
 3. Substitutions: Section 01 60 00 - Product Requirements.
 4. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, or 214.
 - a. Products:
 - 1) Sherwin-Williams Pro Industrial DTM.
 - 2) Approved Equivalents.
 - 3) Substitutions: Section 01 60 00 - Product Requirements.

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Galvanized Surfaces:

1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 2. Prepare surface according to SSPC-SP 2.
- H. Ferrous Metal:
1. Solvent clean according to SSPC-SP 1.
 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer. Protect from corrosion until coated.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Protect adjacent surfaces that are not to be painted
- E. Apply each coat to uniform appearance.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

3.07 COLOR SCHEDULE

- A. Painted surfaces to match existing colors, to be confirmed by Owner/Engineer.

END OF SECTION

2023 FACADE REPAIR PROJECT

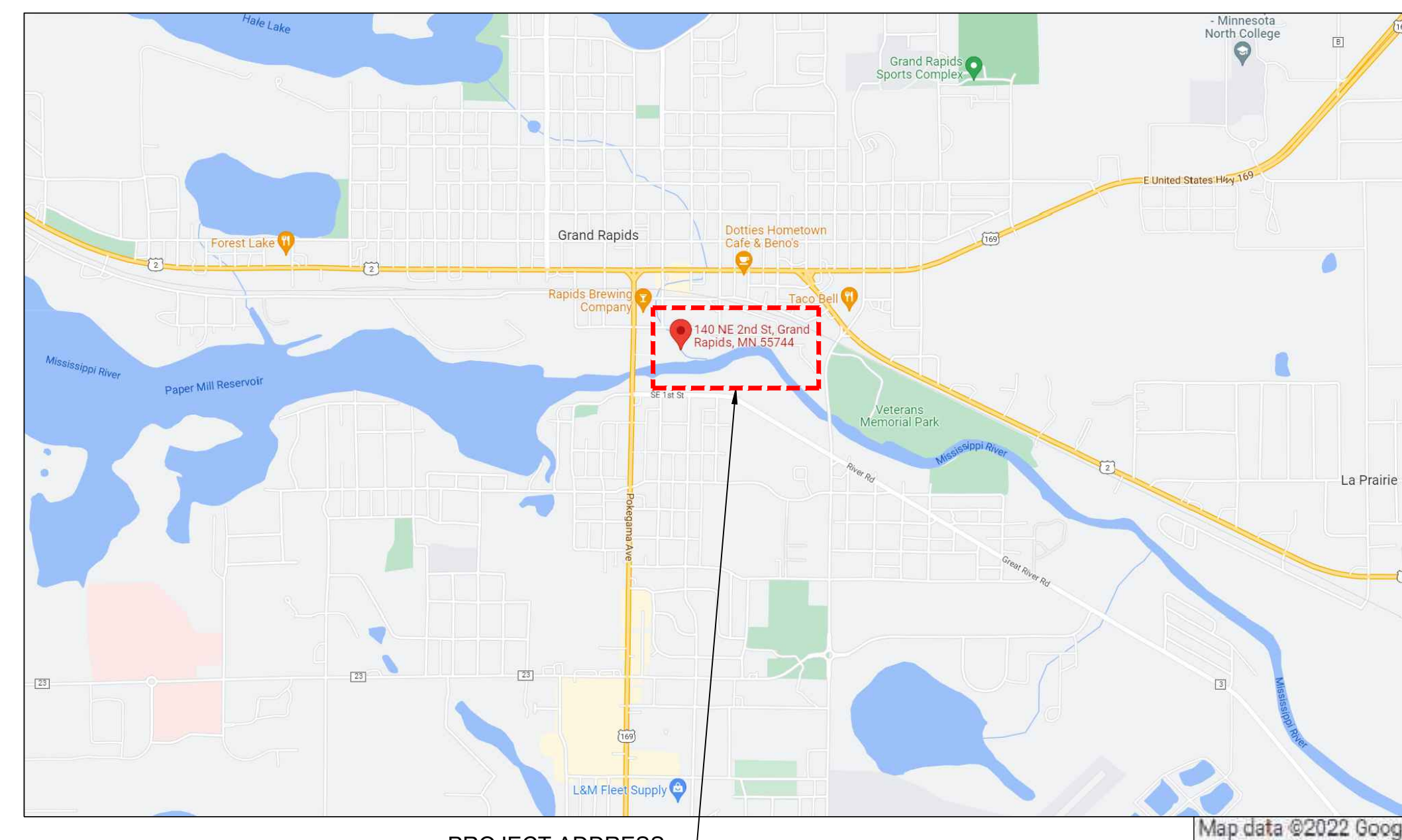
GRAND RAPIDS LIBRARY
140 NE 2ND STREET
GRAND RAPIDS, MN

DRAWING INDEX

- 1. TITLE SHEET
- 2. SITE PLAN
- 3. ELEVATIONS
- 4. ELEVATIONS
- 5. DETAILS
- 6. DETAILS

GENERAL NOTES

- 1. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BIDDING AND/OR PERFORMING WORK.
- 2. ALL NEW WORK IS TO COMPLY WITH 2020 MINNESOTA STATE BUILDING CODE REQUIREMENTS.
- 3. PRIOR TO DEMO, CONTRACTOR SHALL PROVIDE OWNER WITH 24 HOURS NOTICE AND SHALL ERECT BARRIERS TO PREVENT PEDESTRIAN TRAFFIC BENEATH THE WORK AREA.
- 4. IN THE CASE OF AMBIGUITIES, DISCREPANCIES OR IRREGULARITIES IN THE DRAWINGS, SPECIFICATIONS, MANUFACTURER'S INSTRUCTIONS, SITE CONDITIONS OR APPLICABLE CODES AND STANDARDS, CONTRACTOR SHALL REQUEST CLARIFICATION FROM ENGINEER BEFORE PROCEEDING.
- 5. CONTRACTOR SHALL PROVIDE, ERECT, AND MAINTAIN TEMPORARY PEDESTRIAN WALKWAY PROTECTION ON ALL WALKWAYS BELOW WHICH OVERHEAD WORK IS OCCURRING. ALL BUILDING EGRESSES SHALL REMAIN OPEN & PROTECTED THROUGH THE FULL DURATION OF THE PROJECT.
- 6. CONTRACTOR SHALL LIMIT STAGING AND STORAGE AREAS TO THOSE APPROVED BY OWNER. CONTRACTOR SHALL PROTECT ALL PORTIONS OF THE BUILDING, LANDSCAPING, AND PROPERTY IN STAGING AND STORAGE AREAS, AND SHALL REPAIR ALL DAMAGED CAUSED BY STAGING AND STORAGE TO OWNER'S SATISFACTION.
- 7. CONTRACTOR SHALL PROVIDE ENGINEER WITH ACCESS TO THE BUILDING VIA CONTRACTOR'S SWINGSTAGE AS NEEDED THROUGHOUT THE DURATION OF WORK.



PROJECT ADDRESS:
GRAND RAPIDS LIBRARY
140 NE 2ND STREET
GRAND RAPIDS, MN 55744



5435 Feltl Road
Minnetonka, MN 55343
Tel: (952) 854-4511

www.encompassinc.com

CONSULTANTS:

CERTIFICATION:

I hereby certify that this drawing was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Signature _____
Name _____
Date _____
Registration Number _____

Project Number: 22-8040-001
Date: 02/08/2023
Drawn: OV
Checked: BPS
Scale: AS NOTED

REVISIONS:

PROJECT:

GRAND RAPIDS LIBRARY
FACADE REPAIR DESIGN
140 NE 2ND STREET
GRAND RAPIDS, MN

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

1

BID SET 02/08/2023

CONSULTANTS:

CERTIFICATION:

I hereby certify that this drawing was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature _____
 Name _____
 Date _____
 Registration Number _____

Project Number: 22-8040-001

Date: 02/08/2023

Drawn: OV

Checked: BPS

Scale: AS NOTED

REVISIONS:

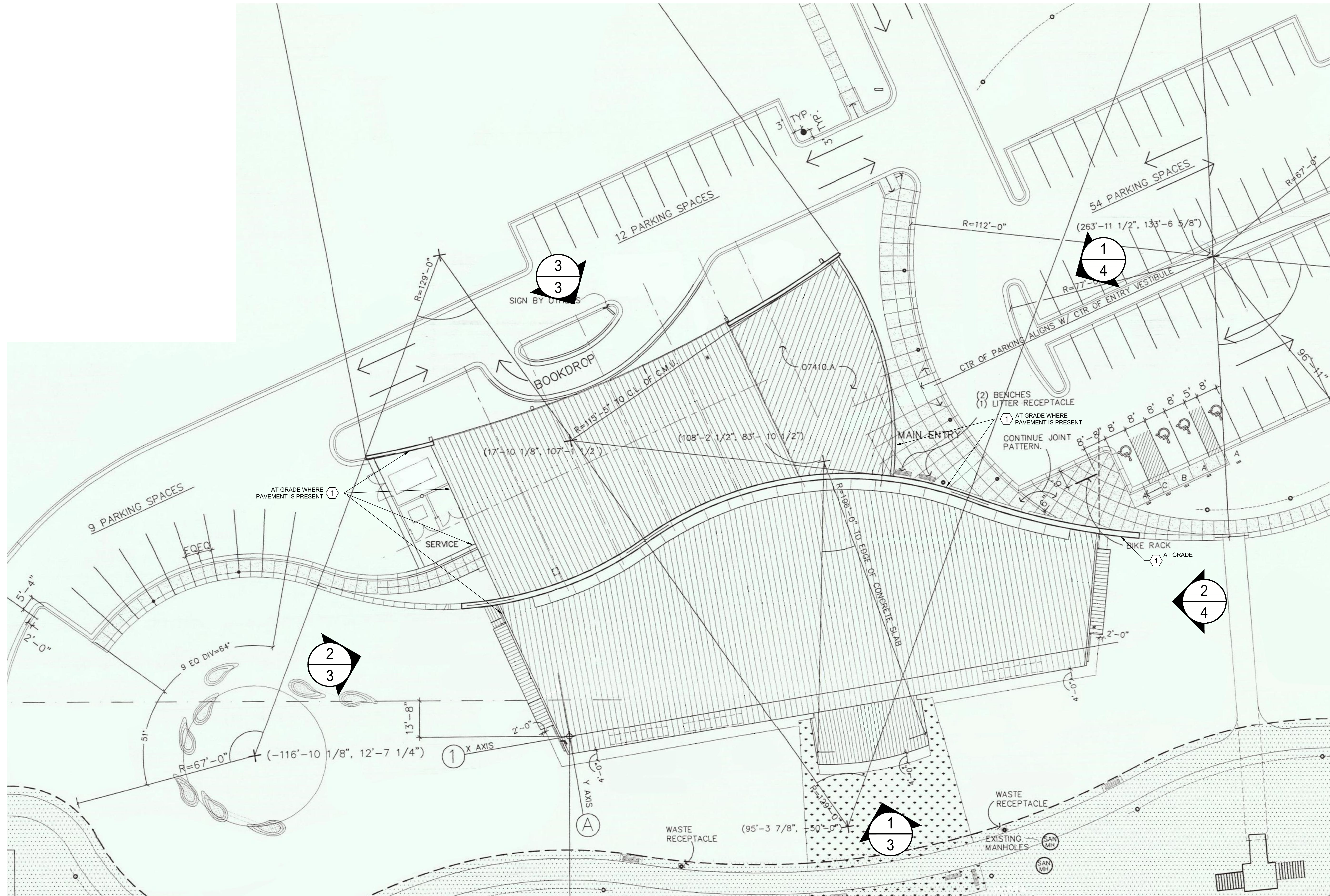
PROJECT:

GRAND RAPIDS LIBRARY
 FACADE REPAIR DESIGN
 140 NE 2ND STREET
 GRAND RAPIDS, MN

SHEET TITLE:
 SITE PLAN

SHEET NUMBER:

2



1 PLAN VIEW LAYOUT
 2 SCALE: 1/16" = 1'-0"

CONSULTANTS:

CERTIFICATION:

I hereby certify that this drawing was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Signature _____
 Name _____
 Date _____
 Registration Number _____

Project Number: 22-8040-001

Date: 02/08/2023

Drawn: OV

Checked: BPS

Scale: AS NOTED

REVISIONS:

PROJECT:

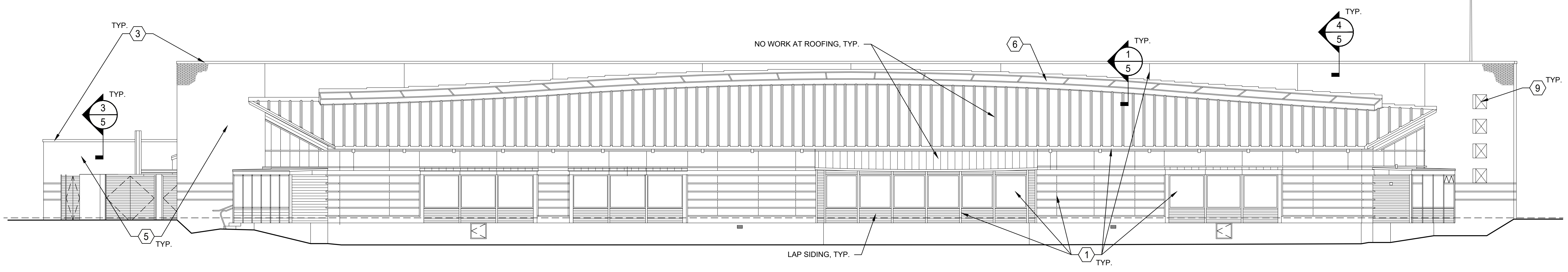
GRAND RAPIDS LIBRARY
 FACADE REPAIR DESIGN
 140 NE 2ND STREET
 GRAND RAPIDS, MN

SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

3



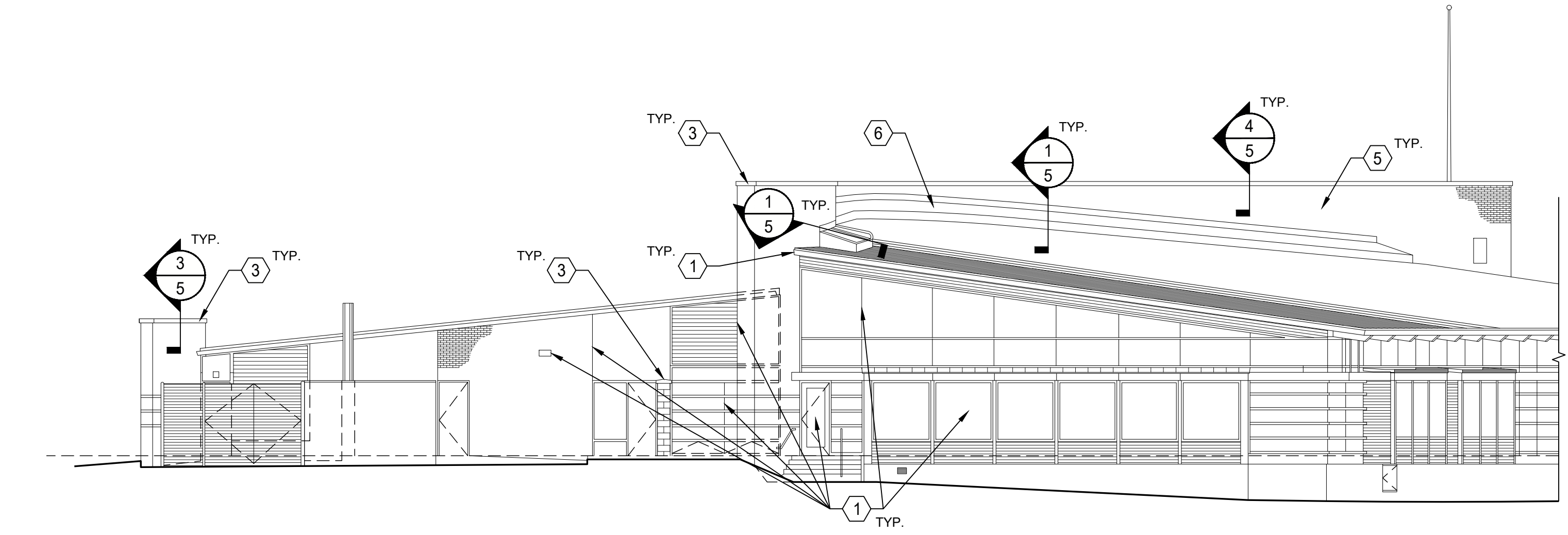
1 SOUTH ELEVATION
 3 SCALE: 3/32" = 1'-0"

WORK ITEMS:

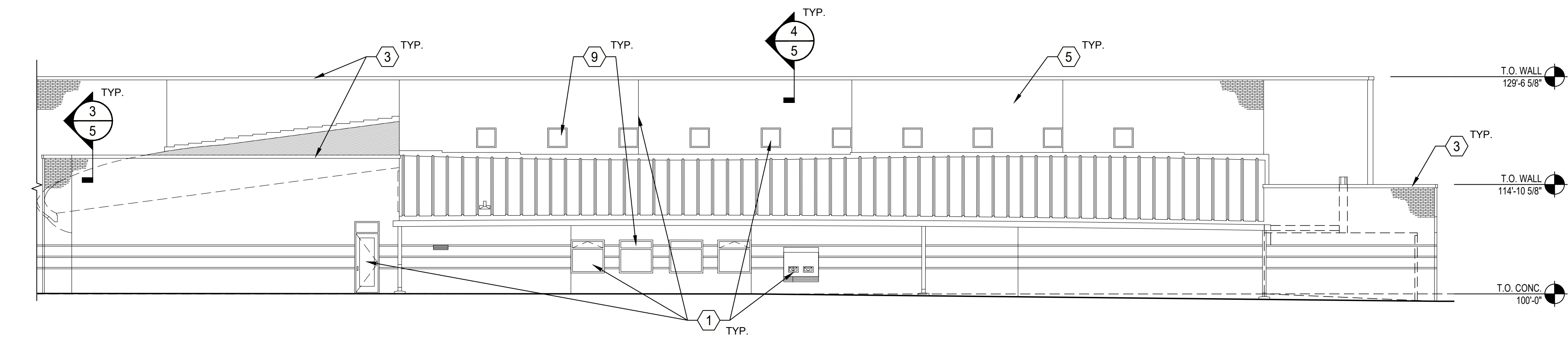
- ① REMOVE AND REPLACE ALL EXTERIOR BUILDING SEALANTS AT WINDOWS, GLASS, DOORS, CONTROL JOINTS, FLASHINGS, PENETRATIONS, DISSIMILAR MATERIALS, ETC. TYPICAL SEALANT LOCATIONS ARE NOTED ON THE ELEVATIONS. SEE DETAILS ON SHEETS 5 AND 6. EXCLUDES SEALANTS AT THE SKYLIGHTS.
- ② REPAIR FLASHING AT FRONT BAY WINDOWS.
- ③ RESET ALL CONCRETE CAP STONES WITH NEW FLASHING.
- ④ REMOVE, RESEAL, AND RESET (2) OPERABLE WINDOW UNITS.
- ⑤ CLEAN VISIBLE DEBRIS AND INSTALL MASONRY WATER REPELLENT AT STEM WALLS AND CONCRETE CAPS.
- ⑥ REMOVE AND REPLACE ALL EXISTING EXTERIOR SEALANTS AND GASKETS AT THE SKYLIGHT ASSEMBLIES INCLUDING AT GLAZING, FRAMING, FLASHINGS, AND TERMINATIONS.
- ⑦ SPOT BRICK REPLACEMENT AT BRICK FACADE, CONFIRM LOCATIONS WITH ENGINEER. QTY: 75 BRICK.
- ⑧ SPOT TUCKPOINTING AT BRICK FACADE, CONFIRM LOCATIONS WITH ENGINEER. QTY: 1,800 SF.
- ⑨ PAINT ALL EXPOSED STEEL LINTELS AT ALL WINDOWS, DOORS, AND MASONRY WALL OPENINGS.

ALTERNATE WORK ITEMS:

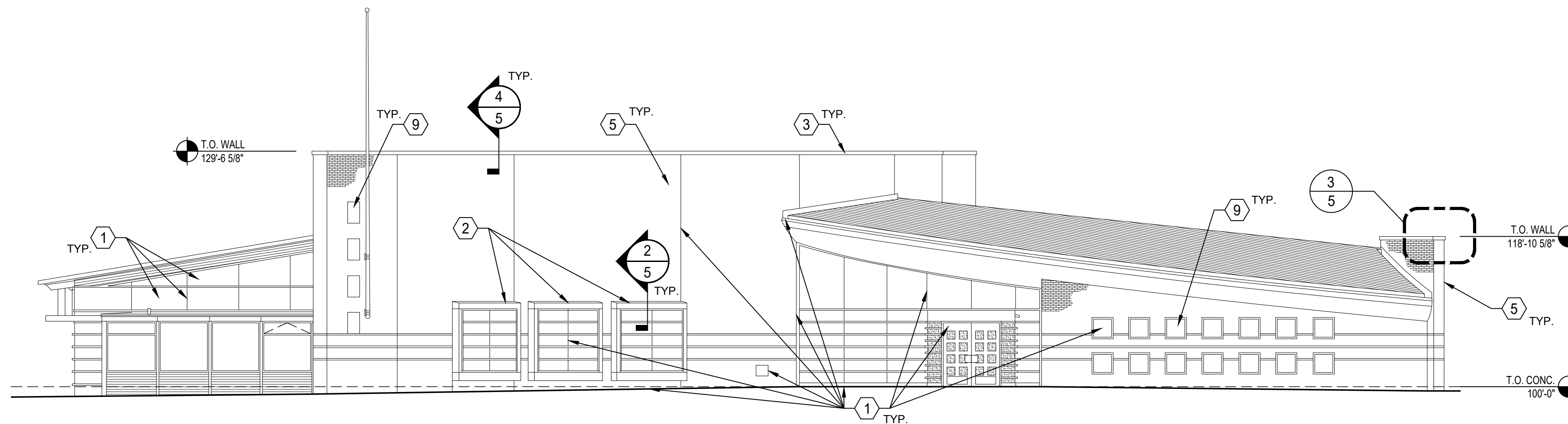
- ⑩ REPLACE THROUGH WALL FLASHING ABOVE SKYLIGHTS. SEE DETAIL 1R/5.



2 WEST ELEVATION
 3 SCALE: 3/32" = 1'-0"



3 NORTH ELEVATION
 3 SCALE: 3/32" = 1'-0"



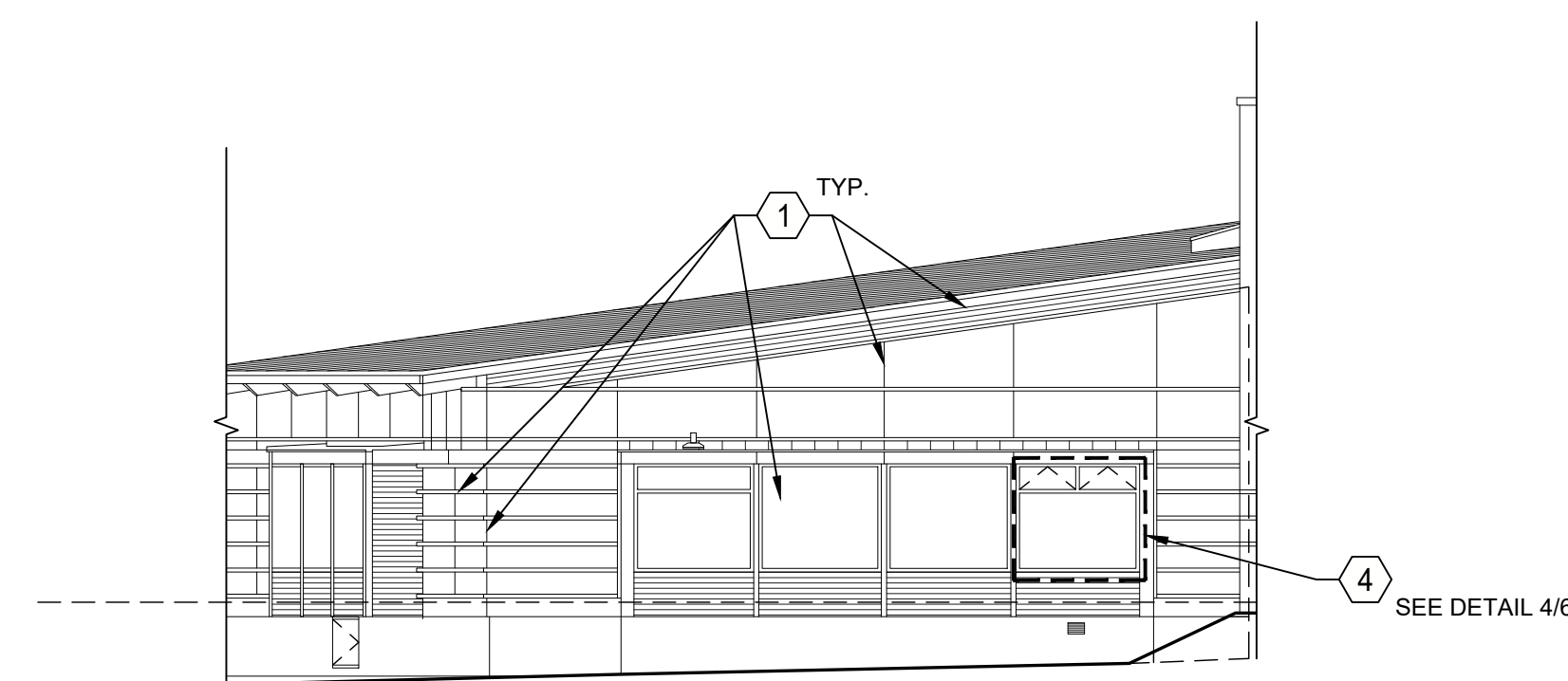
1 EAST ELEVATION
4 SCALE: 3/32" = 1'-0"

WORK ITEMS:

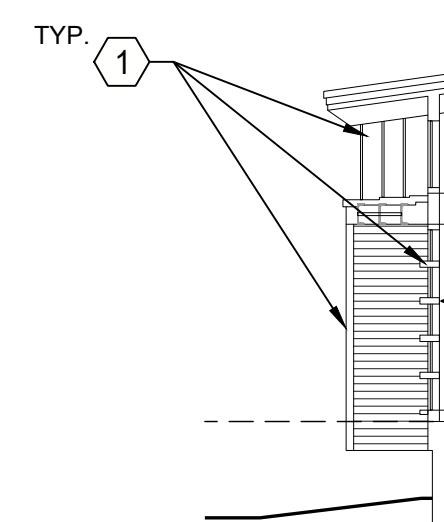
- 1 REMOVE AND REPLACE ALL EXTERIOR BUILDING SEALANTS AT WINDOWS, GLASS, DOORS, CONTROL JOINTS, FLASHINGS, PENETRATIONS, DISSIMILAR MATERIALS, ETC. TYPICAL SEALANT LOCATIONS ARE NOTED ON THE ELEVATIONS. SEE DETAILS ON SHEETS 5 AND 6. EXCLUDES SEALANTS AT THE SKYLIGHTS.
- 2 REPAIR FLASHING AT FRONT BAY WINDOWS.
- 3 RESET ALL CONCRETE CAP STONES WITH NEW FLASHING.
- 4 REMOVE, RESEAL, AND RESET (2) OPERABLE WINDOW UNITS.
- 5 CLEAN VISIBLE DEBRIS AND INSTALL MASONRY WATER REPELLENT AT STEM WALLS AND CONCRETE CAPS.
- 6 REMOVE AND REPLACE ALL EXISTING EXTERIOR SEALANTS AND GASKETS AT THE SKYLIGHT ASSEMBLIES INCLUDING AT GLAZING, FRAMING, FLASHINGS, AND TERMINATIONS.
- 7 SPOT BRICK REPLACEMENT AT BRICK FACADE, CONFIRM LOCATIONS WITH ENGINEER. QTY: 75 BRICK.
- 8 SPOT TUCKPOINTING AT BRICK FACADE, CONFIRM LOCATIONS WITH ENGINEER. QTY: 1,800 SF.
- 9 PAINT ALL EXPOSED STEEL LINTELS AT ALL WINDOWS, DOORS, AND MASONRY WALL OPENINGS.

ALTERNATE WORK ITEMS:

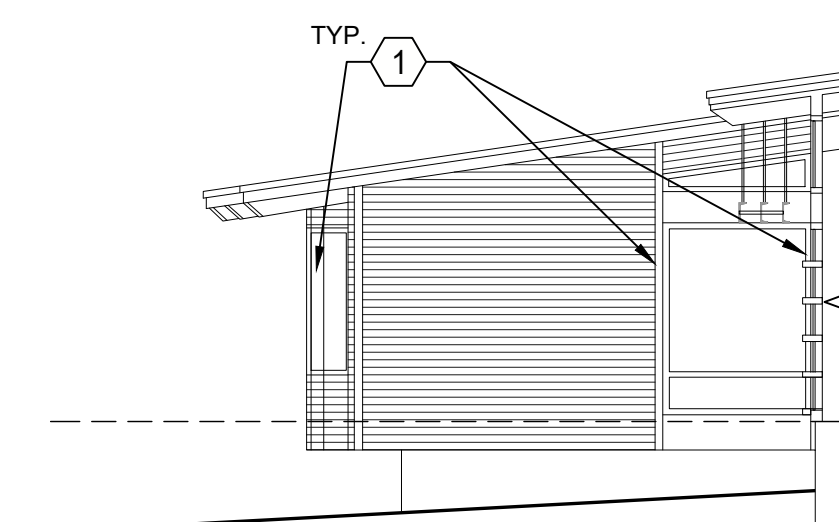
- 4TH REPAIR THROUGH WALL FLASHING ABOVE SKYLIGHTS. SEE DETAIL 1R/5



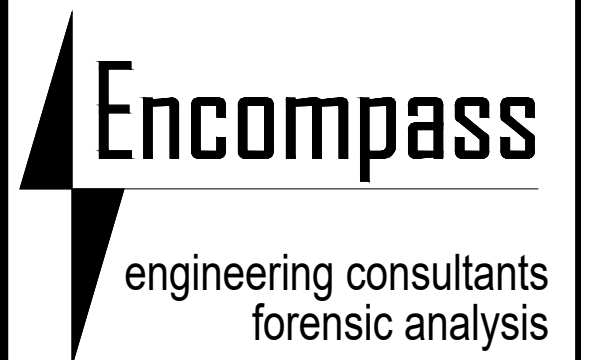
2 PARTIAL EAST ELEVATION
4 SCALE: 3/32" = 1'-0"



3 TYP. @ ROOMS 106, 108 - 111
4 SCALE: 1/8" = 1'-0"



4 TYP. SIDE ELEVATION @ ROOM 107
4 SCALE: 1/8" = 1'-0"



5435 Feltl Road
Minnetonka, MN 55343
Tel: (952) 854-4511

www.encompassinc.com

CONSULTANTS:

CERTIFICATION:

I hereby certify that this drawing was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature _____
Name _____
Date _____
Registration Number _____

Project Number: 22-8040-001
Date: 02/08/2023
Drawn: OV
Checked: BPS
Scale: AS NOTED

REVISIONS:

PROJECT:

GRAND RAPIDS LIBRARY
FACADE REPAIR DESIGN
140 NE 2ND STREET
GRAND RAPIDS, MN

SHEET TITLE:
ELEVATIONS

SHEET NUMBER:

4

Encompass
 engineering consultants
 forensic analysis

5435 Feltl Road
 Minnetonka, MN 55343
 Tel: (952) 854-4511

www.encompassinc.com

CONSULTANTS:

CERTIFICATION:
 I hereby certify that this drawing was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature _____
 Name _____
 Date _____
 Registration Number _____

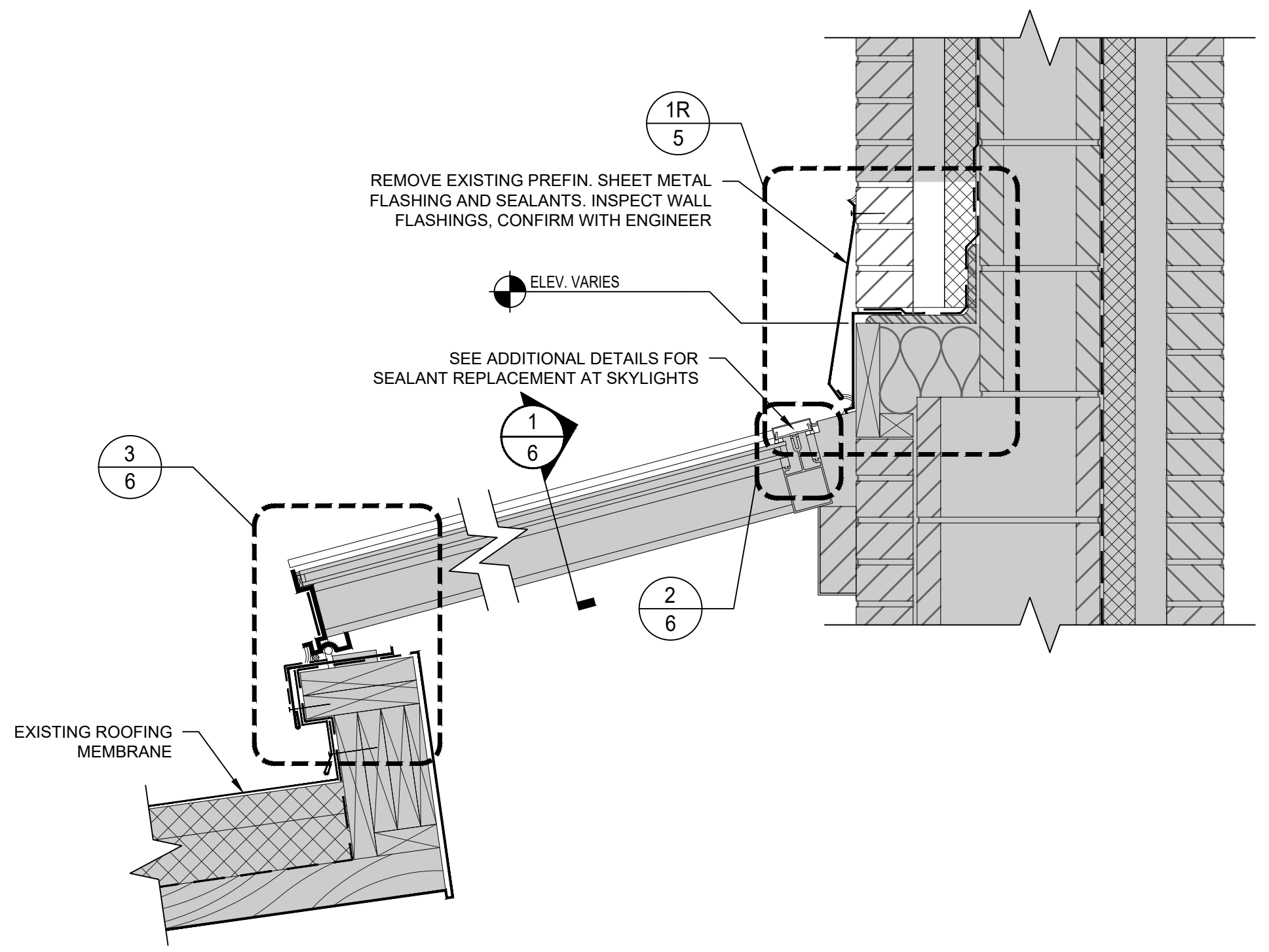
Project Number: 22-8040-001
 Date: 02/08/2023
 Drawn: OV
 Checked: BPS
 Scale: AS NOTED

REVISIONS:

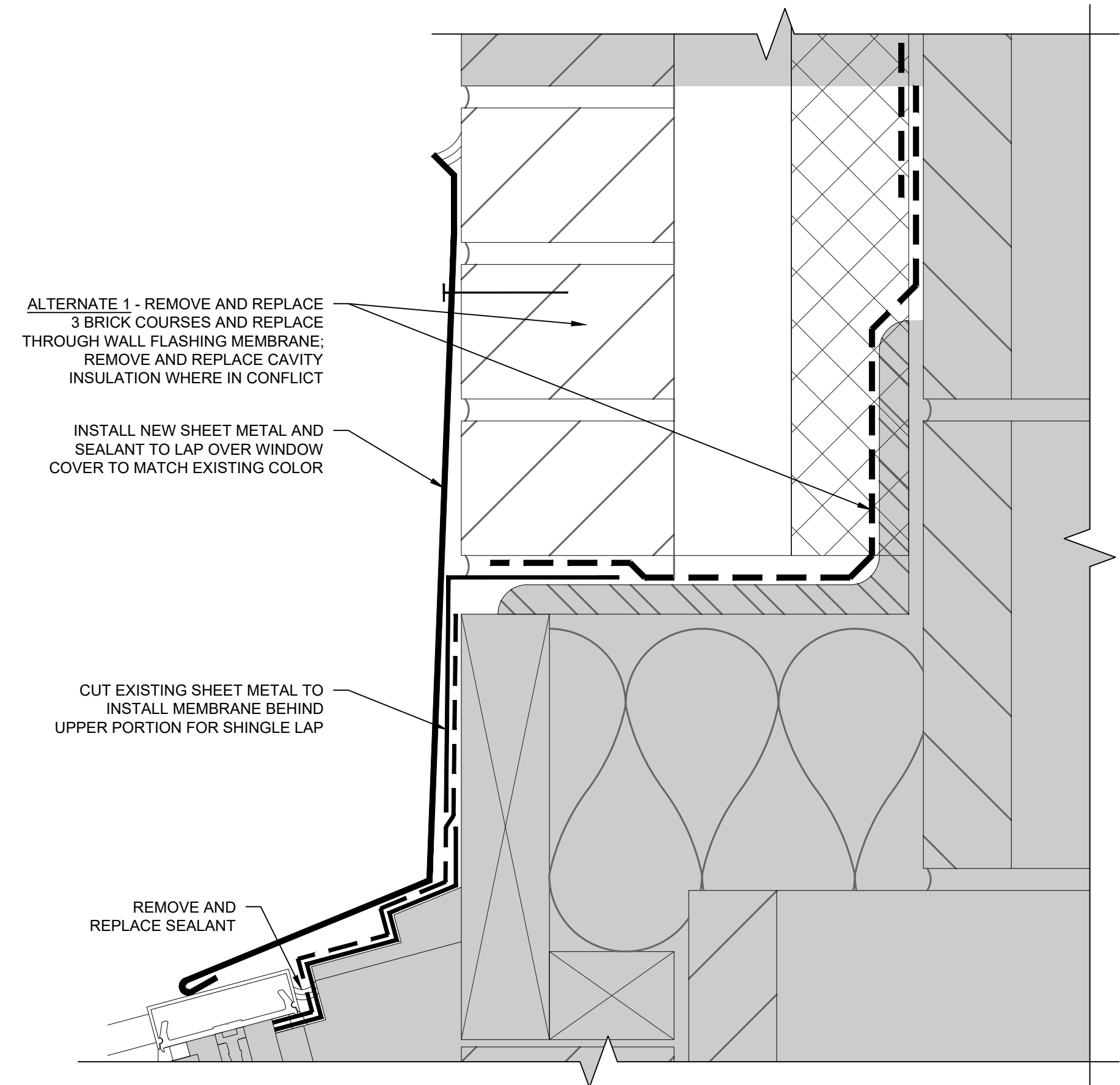
PROJECT:
 GRAND RAPIDS LIBRARY
 FACADE REPAIR DESIGN
 140 NE 2ND STREET
 GRAND RAPIDS, MN

SHEET TITLE:
 DETAILS

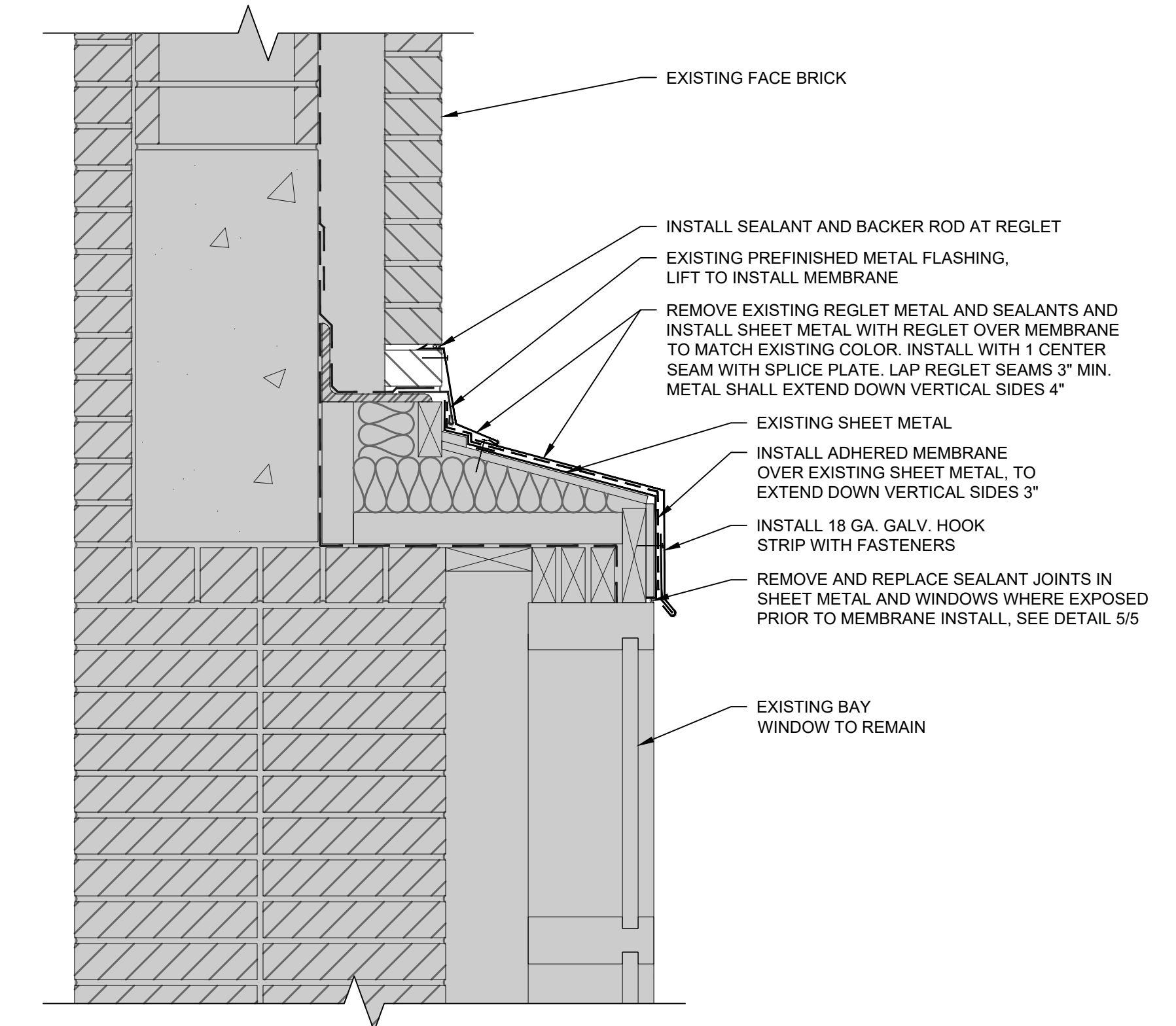
SHEET NUMBER:
5



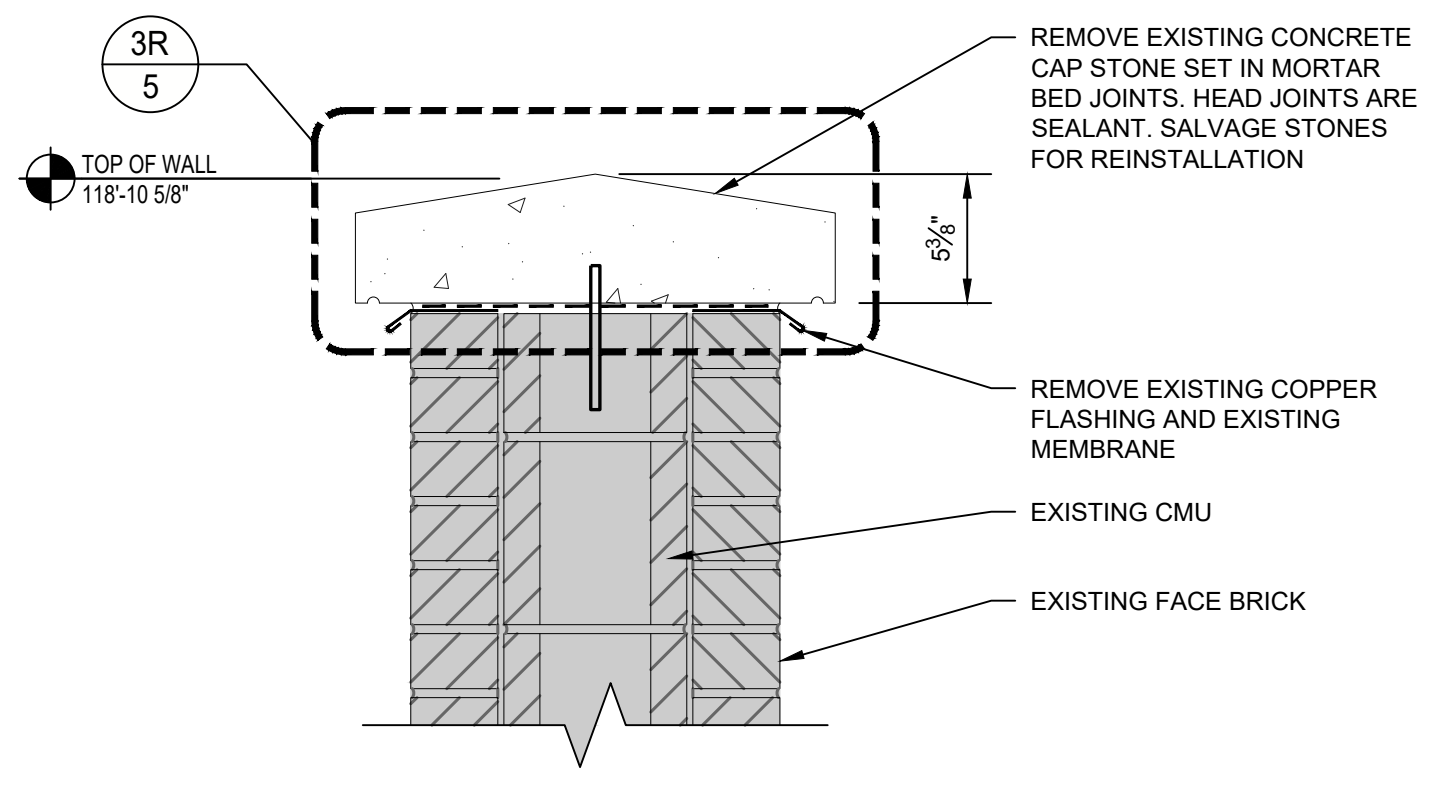
1 WALL AT SKYLIGHTS - EXISTING
 SCALE: 1-1/2" = 1'-0"



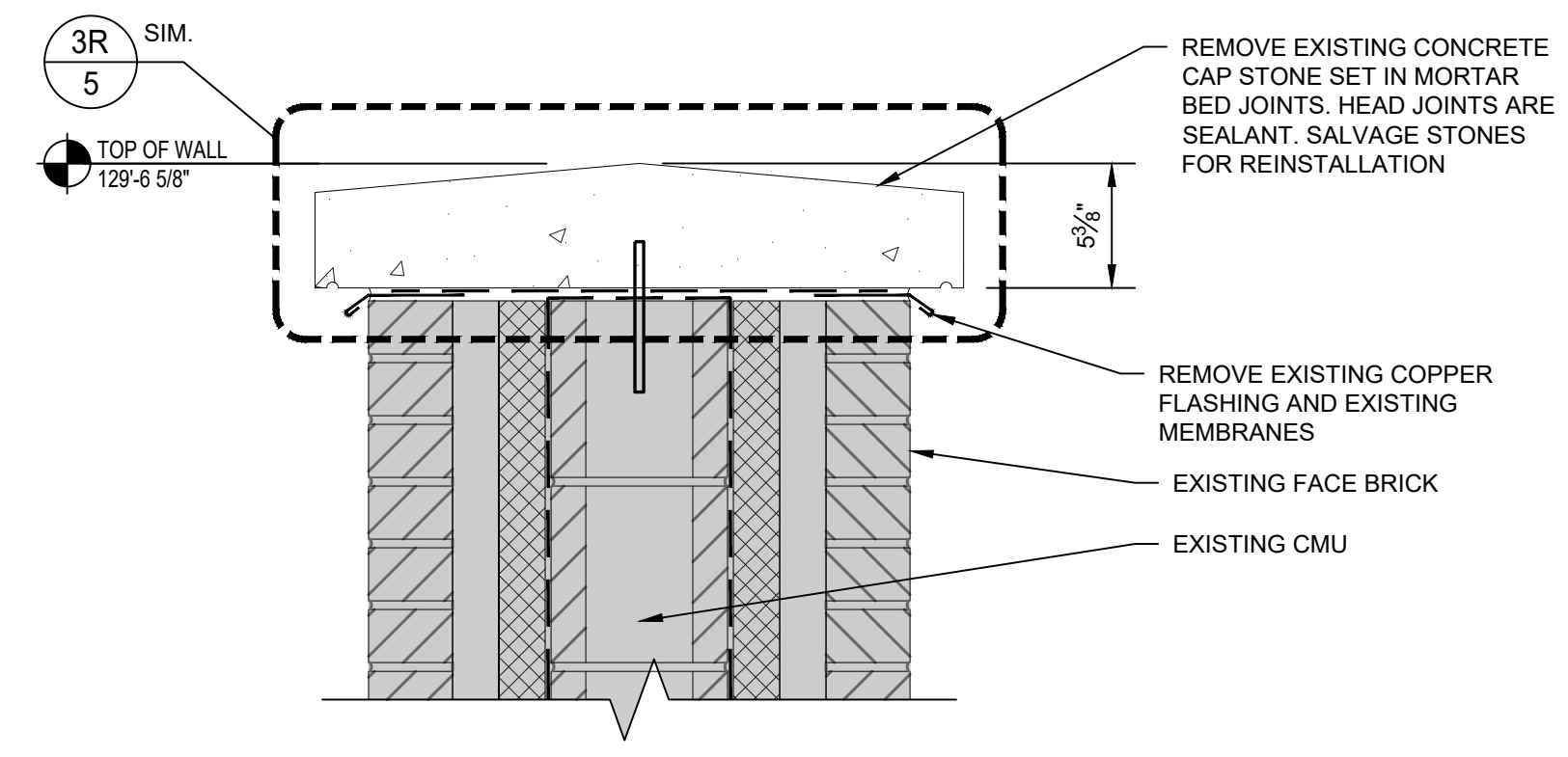
1R WALL AT SKYLIGHTS - REPAIR
 SCALE: 6" = 1'-0"



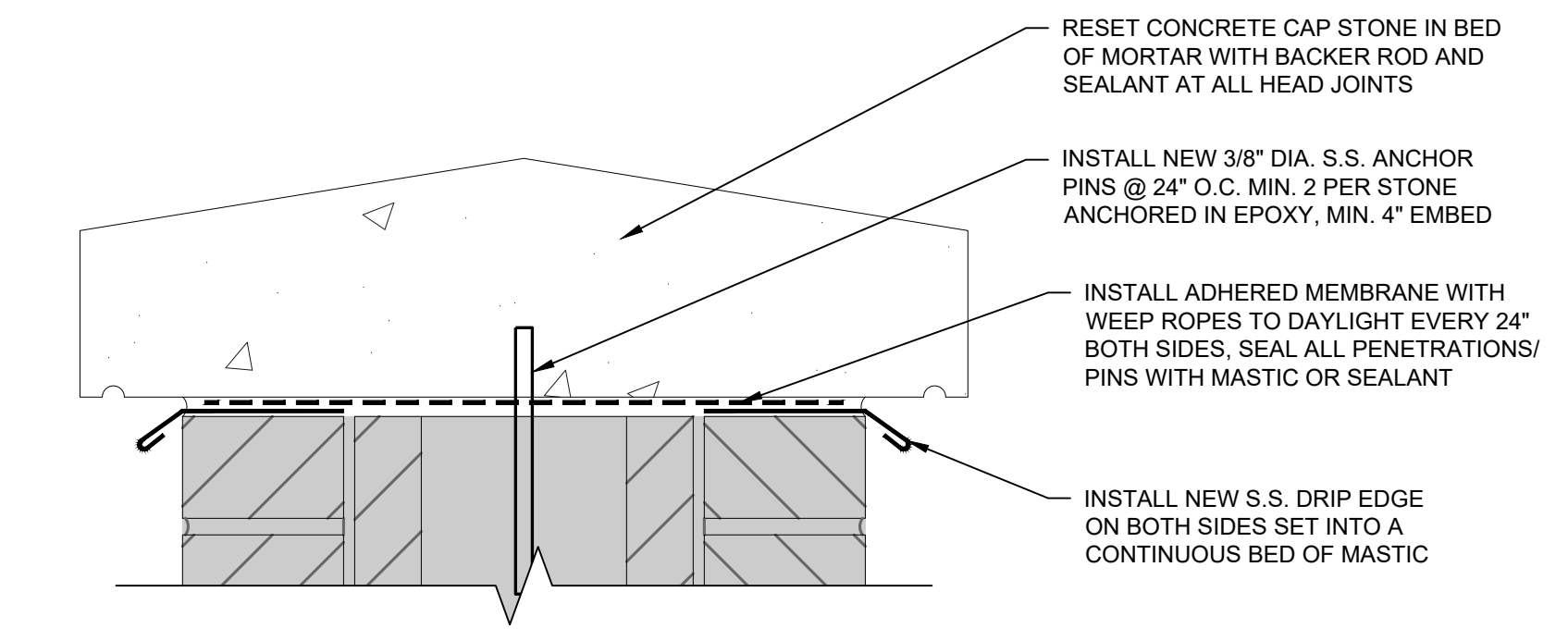
2 BAY WINDOW HEAD
 DETAIL - DEMO AND REPAIR
 SCALE: 1-1/2" = 1'-0"



3 PARAPET AT NORTH WALL - DEMO
 SCALE: 1-1/2" = 1'-0"



4 PARAPET AT CENTER STEM WALL - DEMO
 SCALE: 1-1/2" = 1'-0"



3R PARAPET AT NORTH WALL - REPAIR
 SCALE: 3" = 1'-0"

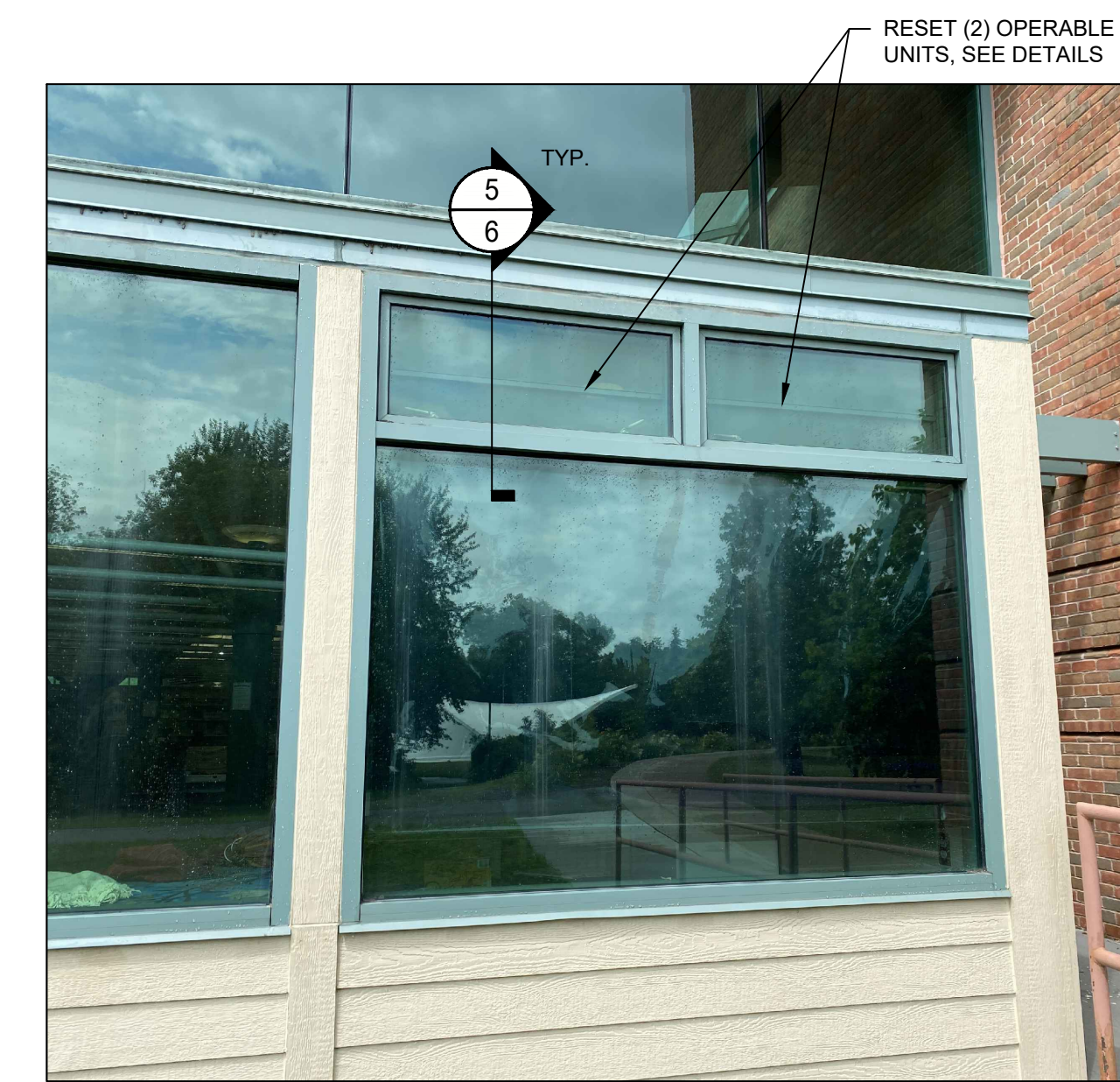
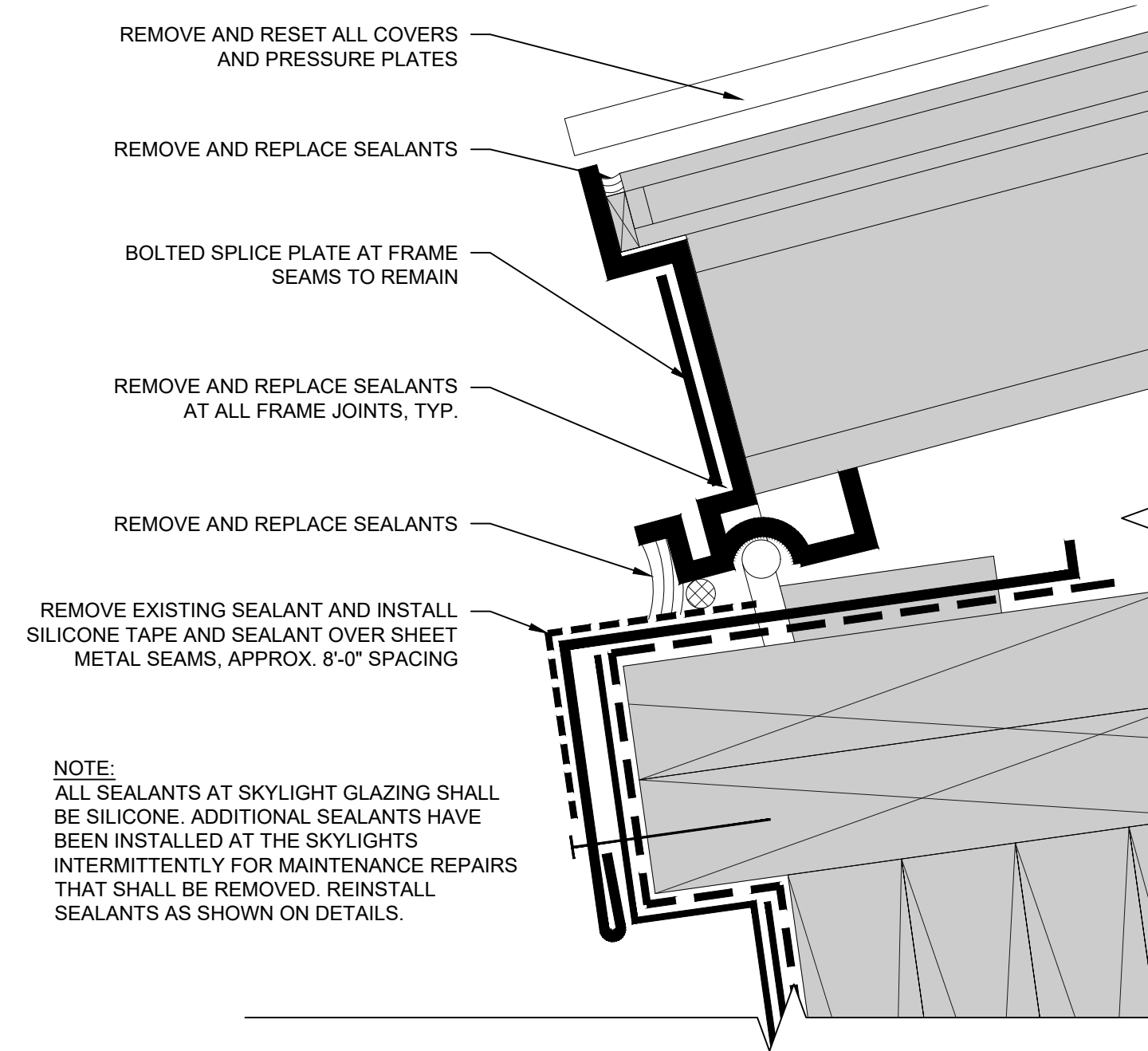
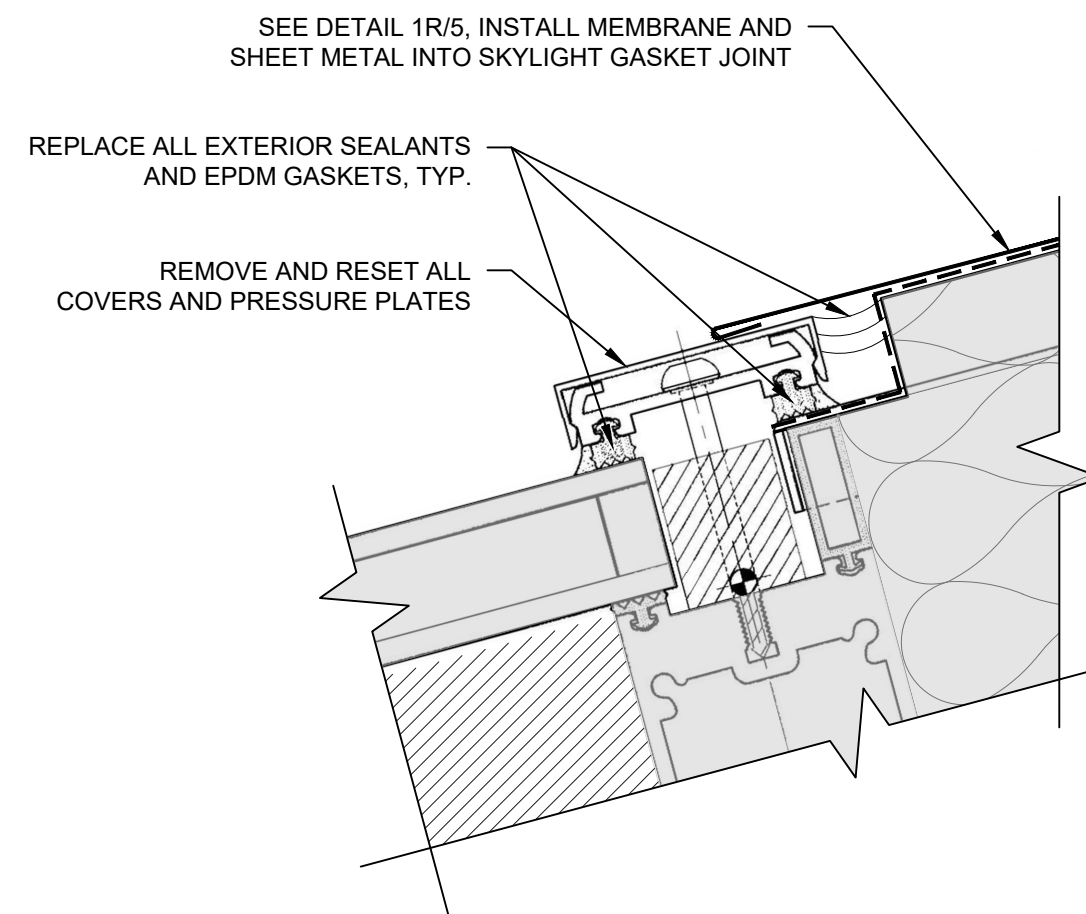
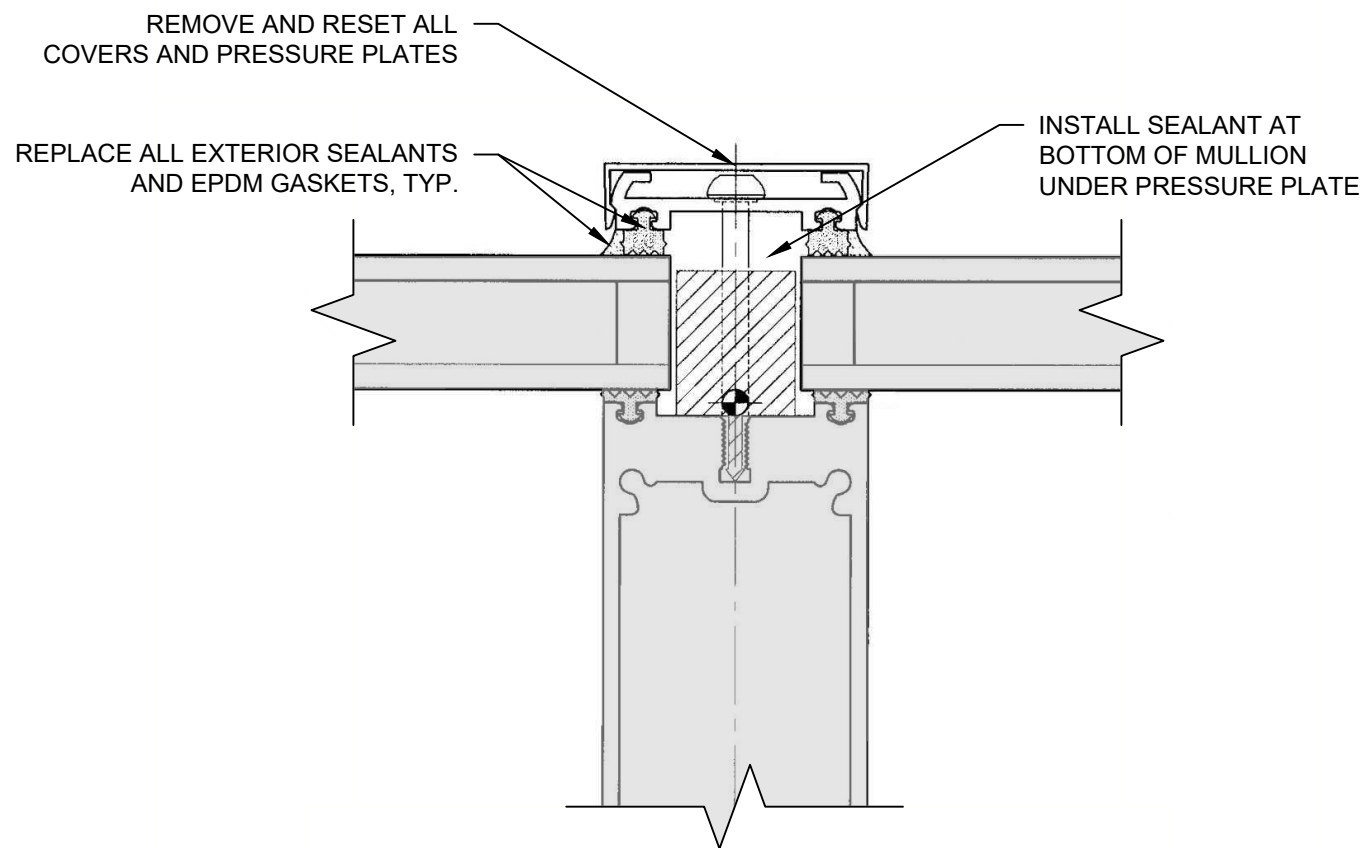


5 BAY WINDOW DETAILS
 SCALE: NTS

NOTE:
ALL SEALANTS AT SKYLIGHT GLAZING SHALL BE SILICONE. ADDITIONAL SEALANTS HAVE BEEN INSTALLED AT THE SKYLIGHTS INTERMITTENTLY FOR MAINTENANCE REPAIRS THAT SHALL BE REMOVED. REINSTALL SEALANTS AS SHOWN ON DETAILS.

NOTE:
ALL SEALANTS AT SKYLIGHT GLAZING SHALL BE SILICONE. ADDITIONAL SEALANTS HAVE BEEN INSTALLED AT THE SKYLIGHTS INTERMITTENTLY FOR MAINTENANCE REPAIRS THAT SHALL BE REMOVED. REINSTALL SEALANTS AS SHOWN ON DETAILS.

NOTE:
ALL SEALANTS AT SKYLIGHT GLAZING SHALL BE SILICONE. ADDITIONAL SEALANTS HAVE BEEN INSTALLED AT THE SKYLIGHTS INTERMITTENTLY FOR MAINTENANCE REPAIRS THAT SHALL BE REMOVED. REINSTALL SEALANTS AS SHOWN ON DETAILS.

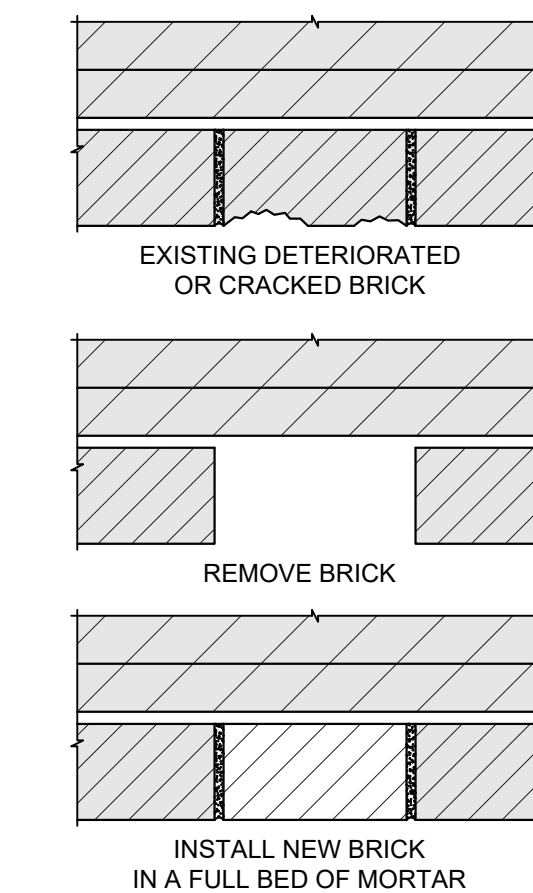
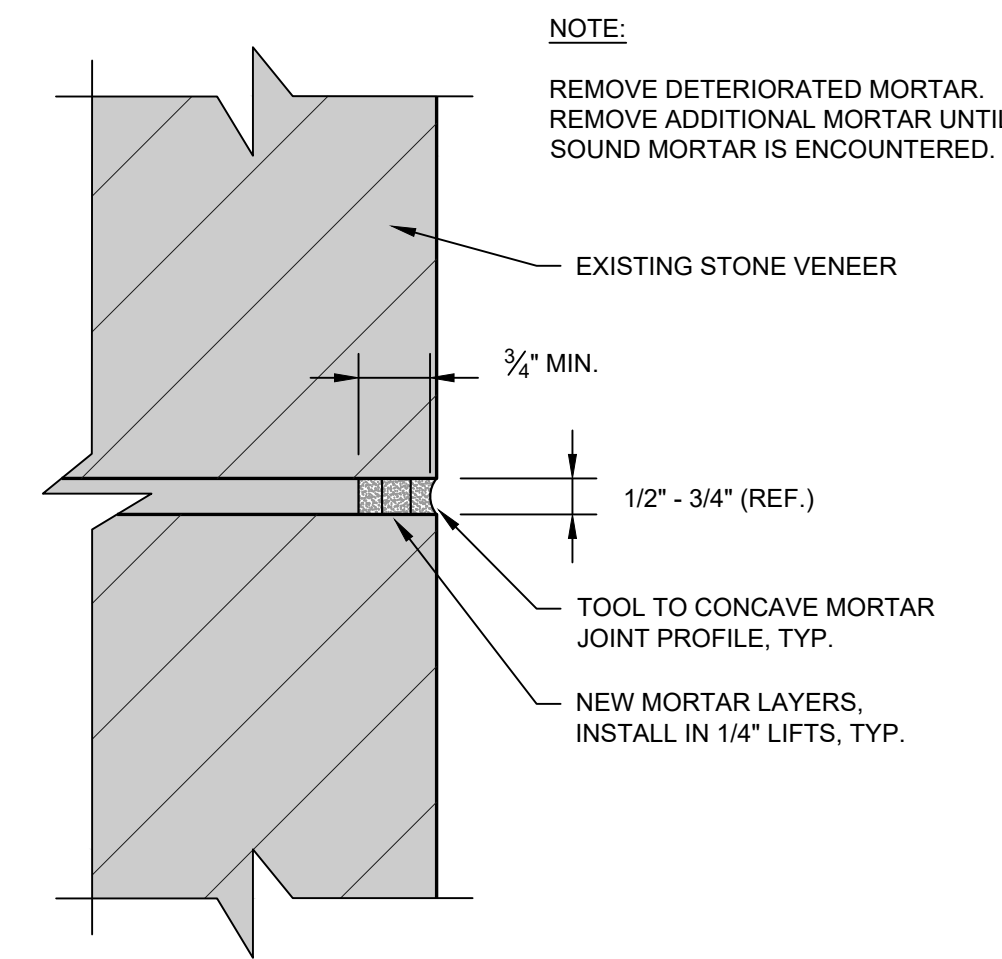
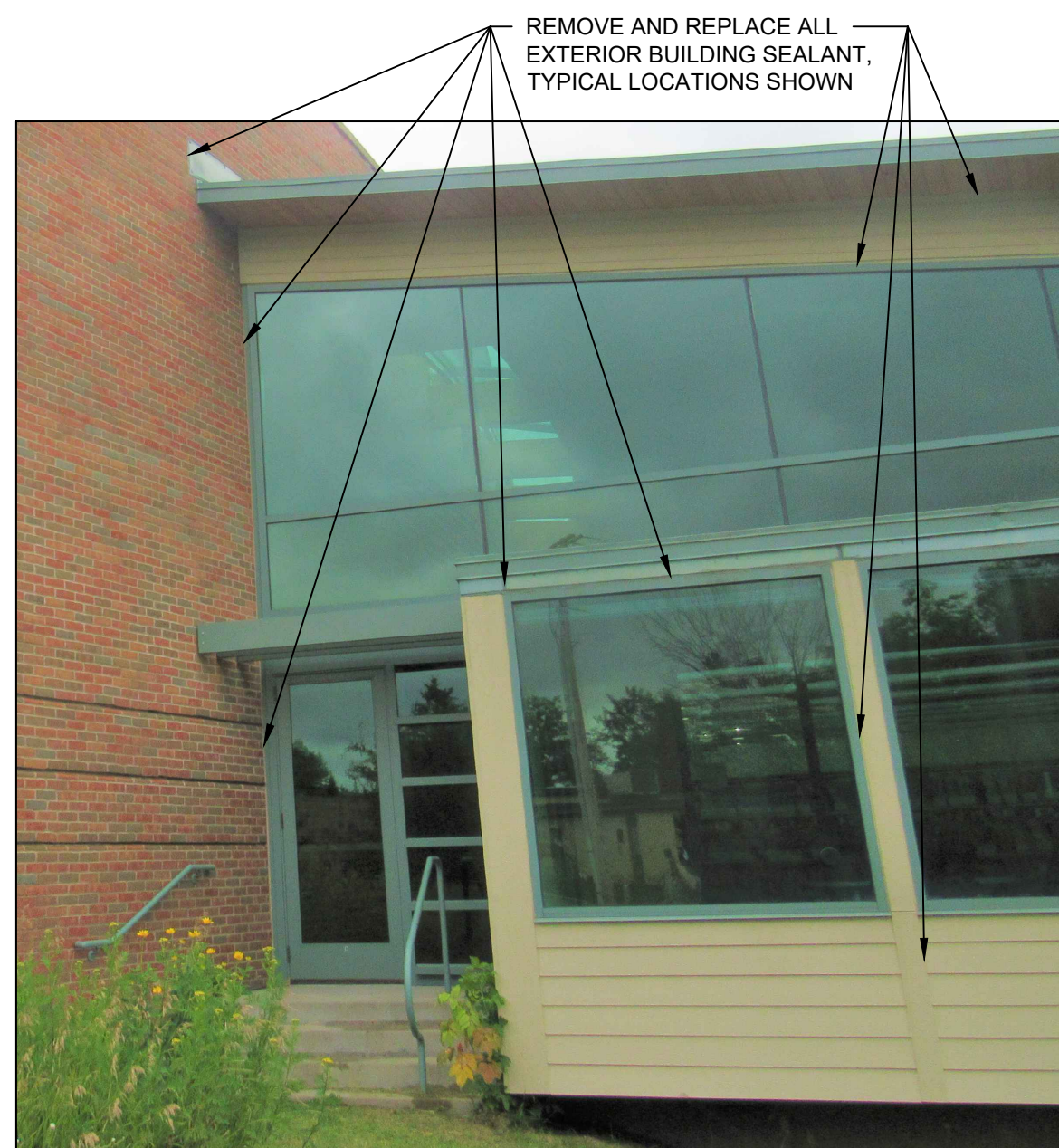
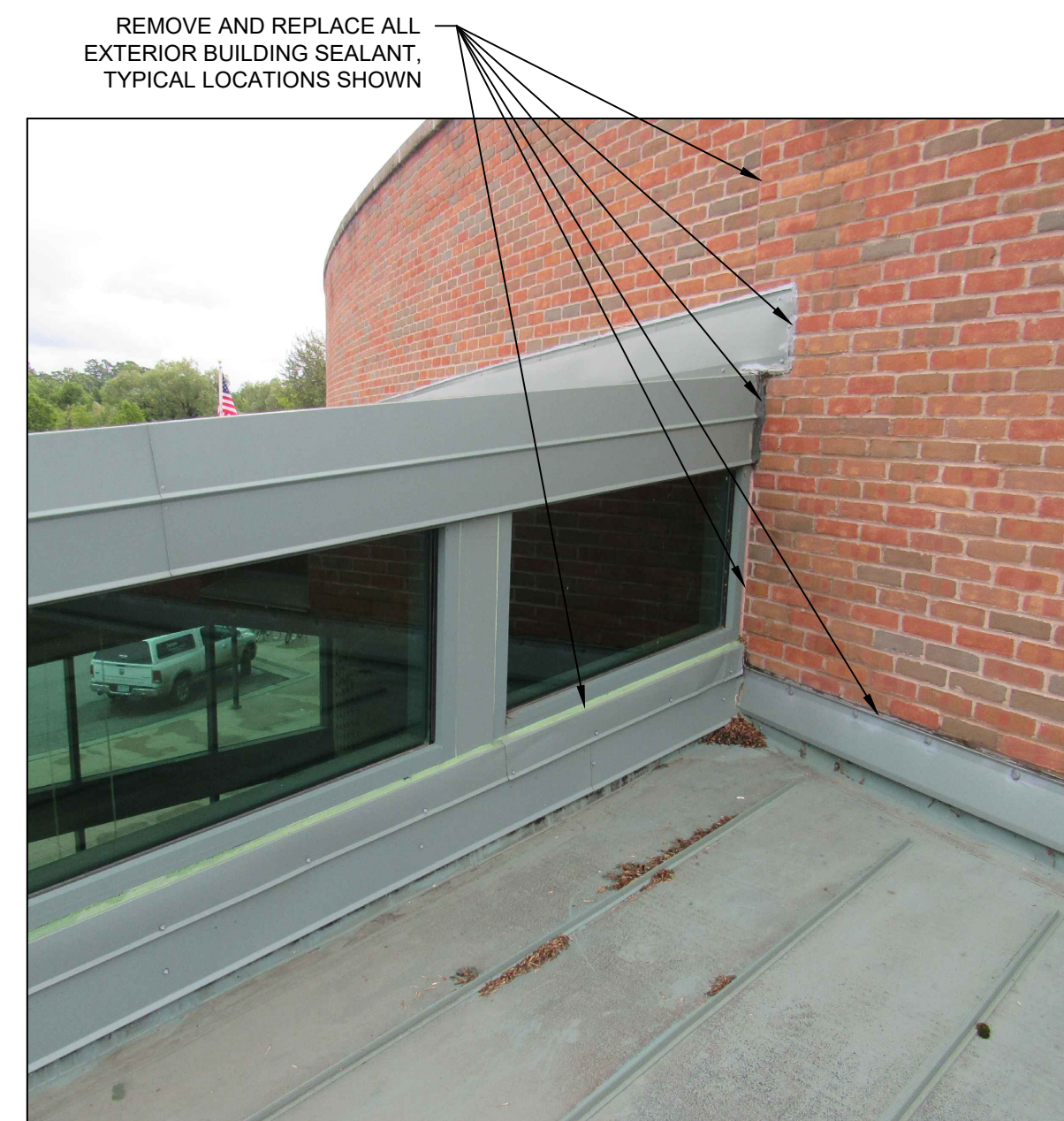
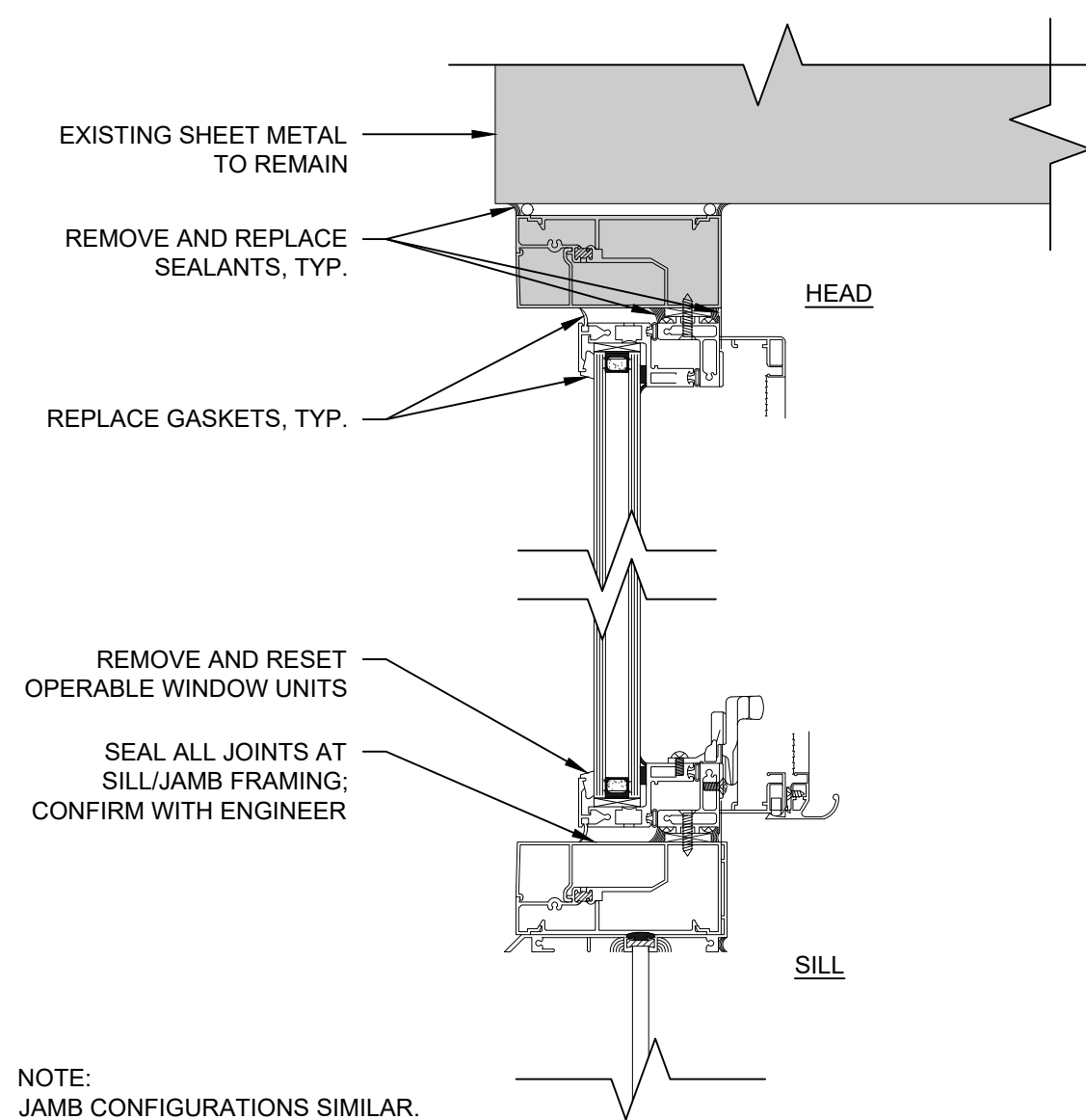


1
6 SKYLIGHT MULLION/RAFTER SECTION FOR WORK ITEM 6
SCALE: 6" = 1'-0"

2
6 SKYLIGHT HEAD SECTION FOR WORK ITEM 6
SCALE: 6" = 1'-0"

3
6 SKYLIGHT SILL SECTION FOR WORK ITEM 6
SCALE: 6" = 1'-0"

4 WINDOW RESET DETAILS
SCALE: NTS

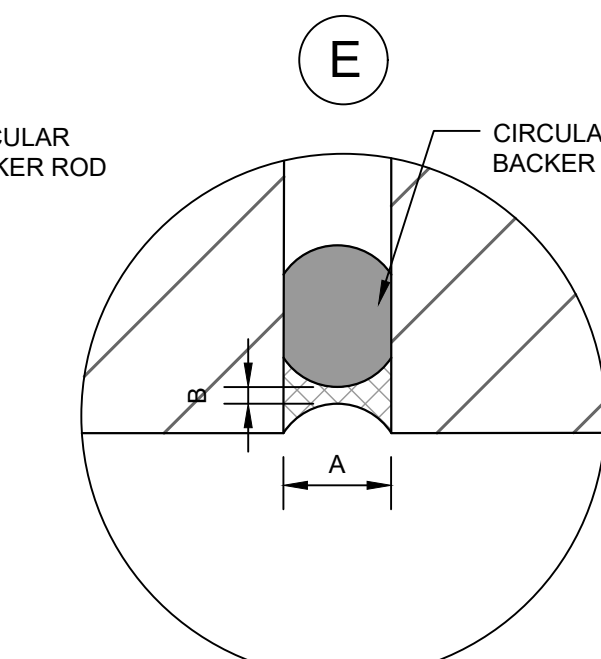
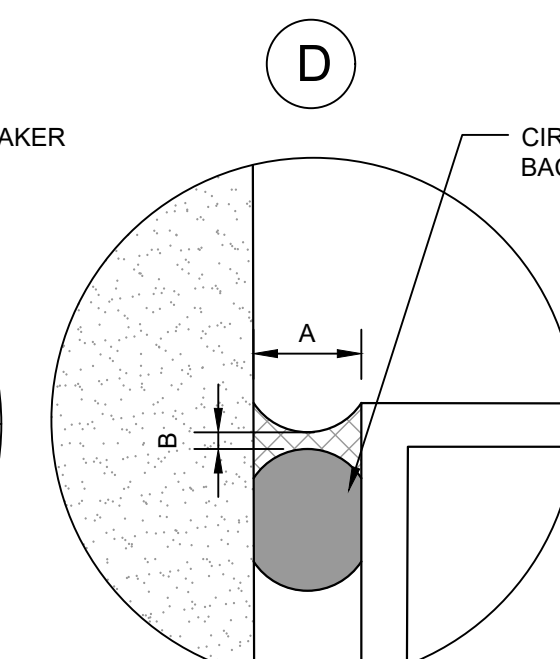
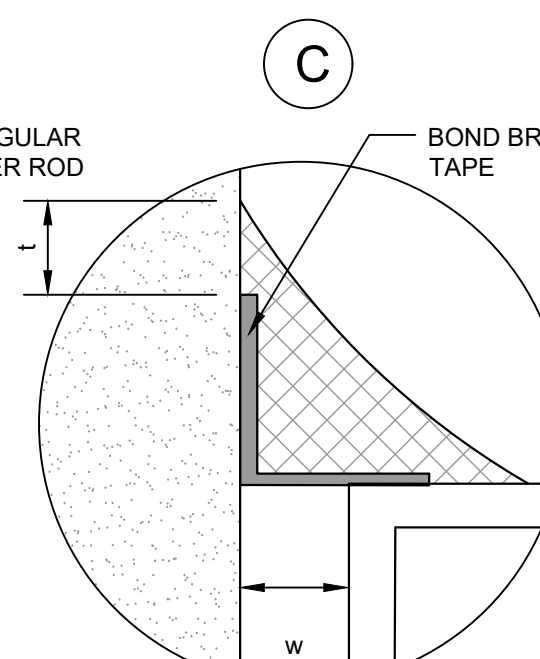
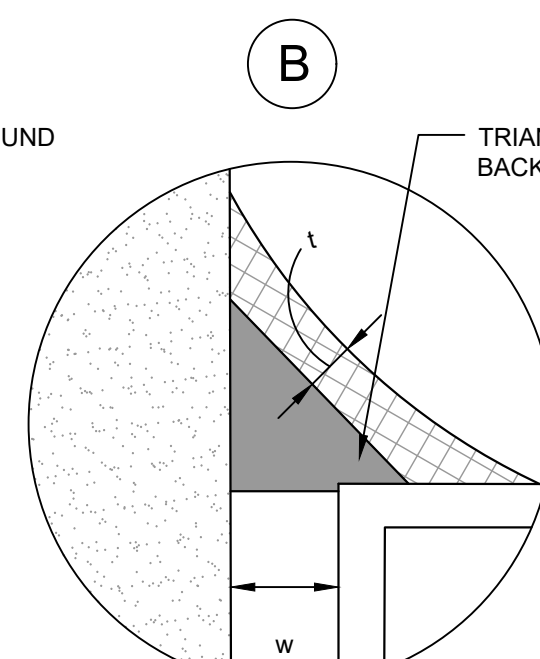
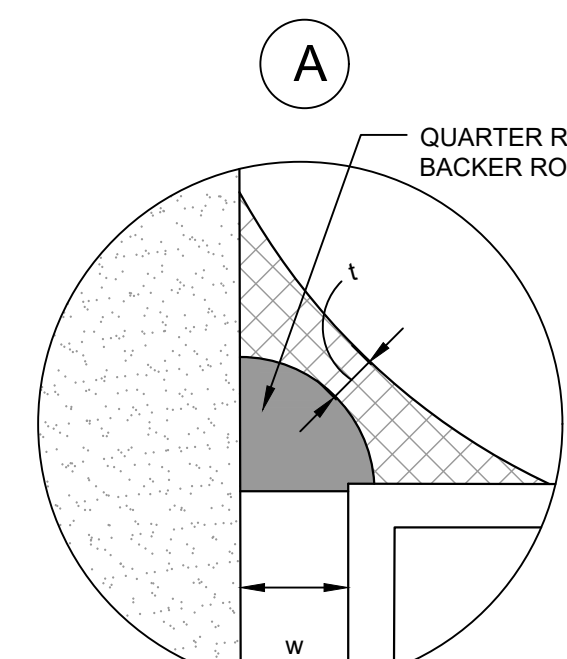


7
6 TYPICAL MASONRY TUCKPOINTING
SCALE: NTS

8
6 INDIVIDUAL BRICK REPLACEMENT
SCALE: NTS

5
6 OPERABLE WINDOW SECTIONS
SCALE: 6" = 1'-0"

6
6 TYPICAL SEALANT DETAILS
SCALE: NTS



NOTES:
1) FOR ANGLE BEADS:
t = 1/4", MIN.
w = SPECIFIED BY SEALANT SUPPLIER BUT NOT LESS THAN 1/8"

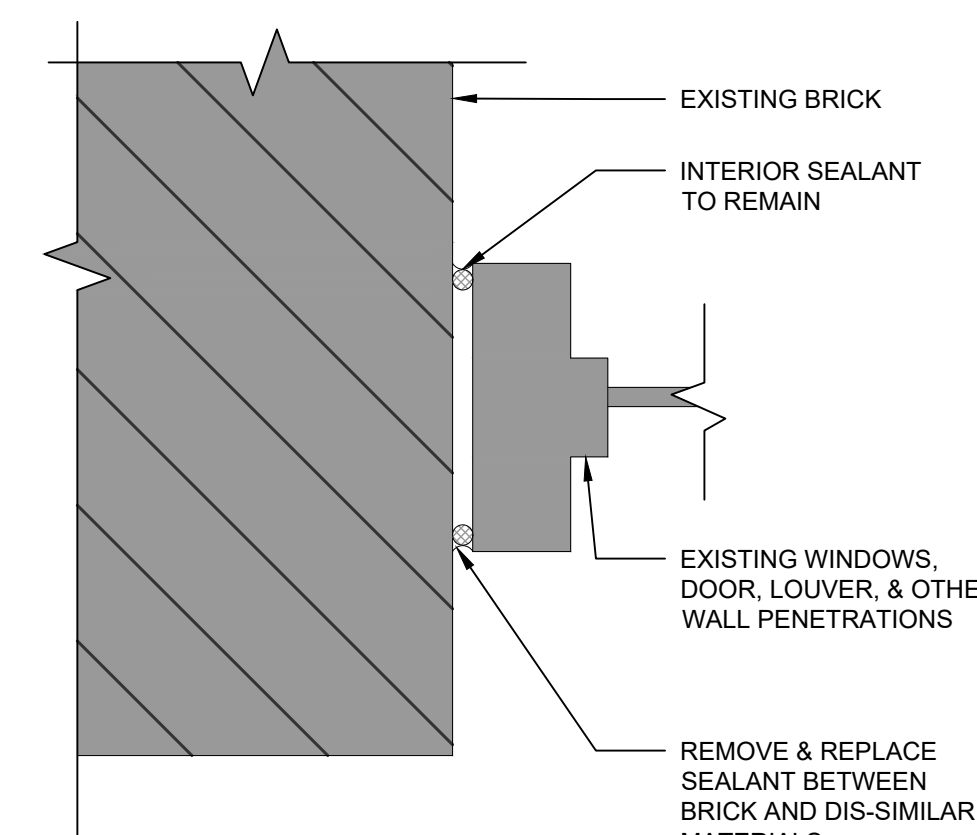
NOTES:
1) FOR ANGLE BEADS:
t = 1/4", MIN.
w = SPECIFIED BY SEALANT SUPPLIER BUT NOT LESS THAN 1/8"

NOTES:
1) FOR ANGLE BEADS:
t = 1/4", MIN.
w = SPECIFIED BY SEALANT SUPPLIER BUT NOT LESS THAN 1/8"

NOTES:
1) RATIO A:B SHALL BE 2:1
2) "A" DIMENSION SHALL BE 1" MAX.
3) "B" DIMENSION SHALL BE 1/4" MIN., U.N.O.

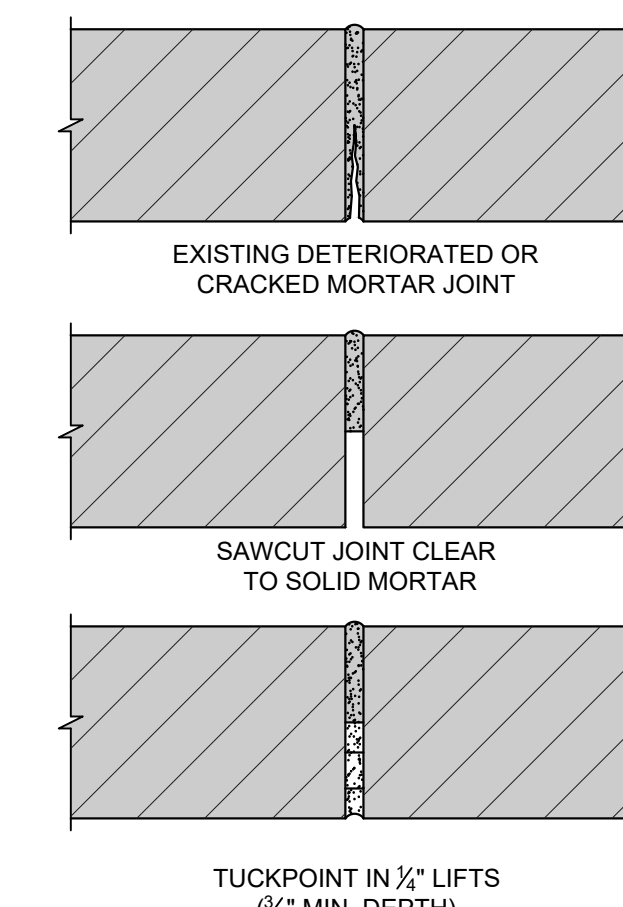
NOTES:
1) RATIO A:B SHALL BE 2:1
2) "A" DIMENSION SHALL BE 1" MAX.
3) "B" DIMENSION SHALL BE 1/4" MIN., U.N.O.

9
6 TYPICAL SEALANT DETAILS
SCALE: NTS



NOTE:
1. CLEAN AND PRIME SURFACE TO RECEIVE SEALANT IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION REQUIREMENTS
2. INSTALL CLOSED-CELL BACKER ROD (WHERE A GAP IS PRESENT)

10
6 SEALANT REPLACEMENT
SCALE: NTS



NOTES:
1. STRIKE ALL JOINTS W/ CONCAVE BARREL PROFILE
2. REMOVE DETERIORATED MORTAR UNTIL SOUND MORTAR IS ENCOUNTERED.
3. EXISTING MASONRY JOINTS MAY CONTAIN SEALANT AND FOIL TAPE WHICH SHALL BE REMOVED ENTIRELY TO REPAIR JOINTS.

11
6 TYP. TUCK-POINTING REPAIR
SCALE: NTS



5435 Feltl Road
Minnetonka, MN 55343
Tel: (952) 854-4511

www.encompassinc.com

CONSULTANTS:

CERTIFICATION:

I hereby certify that this drawing was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature _____
Name _____
Date _____
Registration Number _____

Project Number: 22-8040-001
Date: 02/08/2023
Drawn: OV
Checked: BPS
Scale: AS NOTED

REVISIONS:

PROJECT:

GRAND RAPIDS LIBRARY
FACADE REPAIR DESIGN
140 NE 2ND STREET
GRAND RAPIDS, MN

SHEET TITLE:
DETAILS

SHEET NUMBER:

6



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 02/13/2022

AGENDA ITEM: Consider authorizing the Fire Department to purchase a utility trailer from L&M Fleet Supply for our Hazmat Polaris Ranger.

PREPARED BY: Travis Cole

BACKGROUND:

At a previous council meeting, the Grand Rapids Fire Department was authorized to purchase a Polaris Ranger using Hazmat operating budget. The Grand Rapids Hazmat team would like to purchase a trailer from L&M Fleet Supply in order to haul the ranger to hazmat or fire scene. This purchase would be made with the hazmat contractor compensation fund and would not come out of our regular city budget.

REQUESTED COUNCIL ACTION:

Make a motion to allow the Grand Rapids Hazardous Material Team to purchase a utility trailer from L&M Fleet Supply for \$3499.99.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2/13/23

AGENDA ITEM: Consider a proposal from Braun Intertec for special inspection and testing services on the IRA Civic Center Project

PREPARED BY: Tom Pagel

BACKGROUND:

Attached is a proposal from Braun Intertec to provide special inspection and testing services, as required by the State Building code, on the IRA Civic Center Improvement project.

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached proposal from Braun Intertec for special inspection and testing services on the IRA Civic Center Project.

November 2, 2022

Proposal QTB167792

Mr. Tom Pagel
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Re: Proposal for Special Inspection and Testing Services
IRA Civic Center Renovation
1401 Northwest 3rd Avenue
Grand Rapids, Minnesota

Dear Mr. Pagel:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the IRA Civic Center Renovation in Grand Rapids, Minnesota.

Our Understanding of the Project

We understand this project will include renovation of the IRA Civic Center in Grand Rapids, Minnesota, including a complete replacement of the wood trusses system and replacement of the west ice rink, along with new equipment for the ice rink, a new elevator system, and ADA improvements, among others.

Available Information

This proposal was prepared using the following documents and information.

- Project architectural plans prepared by DSGW Architects, dated July 1, 2022.
- Project structural plans prepared by Northland Consulting Engineers, LLP, dated July 1, 2022.
- Project ice rink plans prepared by B32° Engineering Group, dated July 1, 2022.
- Project specifications prepared by DSGW Architects, dated July 1, 2022.
- Project addenda numbered 1 through 4, prepared DSGW Architects.

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 qualified technicians working under the direct supervision 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, we understand 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, or foundations. 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 slabs, adjacent to walls, and in utility trenches, 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 general placement of 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.
- Perform laboratory compressive strength testing of the concrete samples.
- Observe the installation of post-installed anchors on a periodic basis.

Structural Masonry Related Services

- Observe the structural masonry construction and grouting operation on a periodic basis.
- Observe the preparation of grout and masonry block prism samples.
- Perform structural masonry grout and structural masonry prism testing.

Structural Steel Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the metal decking connections for orientation, sidelap fasteners, the hold down connections.
- Observe the installation of post-installed anchors.

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, 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:

- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached Project Proposal. 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 inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips incurred.
- The masonry construction will require inspections to be completed every time grout is placed. Grout will be placed with high lift grout techniques.
- 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.
- Parking will be available on site for our vehicles.
- 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 **\$29,296**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. 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 6:00 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 business 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 listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; 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 materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. 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. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

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.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mickale Endres (507.514.0514 or MEndres@braunintertec.com) or Shaun Sevigny (218.341.1357 or SSevigny@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Mickale L. Endres, PE
Business Unit Manager, Project Engineer



Joseph C. Butler, PE
Business Unit Leader, Senior Engineer

Attachments:
Project Proposal
General Conditions – CMT (1/1/18)

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Project Proposal

QTB167792

IRA Civic Center Renovation

Client: City of Grand Rapids Tom Pagel 420 North Pokegama Avenue Grand Rapids, MN 55744	Work Site Address: 1401 Northwest 3rd Avenue Grand Rapids, MN 55744	Service Description: Special Inspections and Construction Materials Testing
--	--	--

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction and Materials Testing				
Activity 1.1	Soil Observations and Testing				\$4,236.00
206	Excavation Observations	13.00	Hour	90.00	\$1,170.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Elevator Pit Foundation Excavations	1.00	Trip	3.00	3.00
	Ice Rink Subgrade	1.00	Trip	4.00	4.00
	Equipment Foundation Excavations	2.00	Trips	3.00	6.00
207	Compaction Testing - Nuclear	18.00	Hour	80.00	\$1,440.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Elevator Pit Wall Backfill	2.00	Trips	3.00	6.00
	Ice Rink Subgrade	4.00	Trips	3.00	12.00
1308	Nuclear moisture-density meter charge, per hour	18.00	Each	22.00	\$396.00
1318	Moisture Density Relationship (Standard), per sample	2.00	Each	175.00	\$350.00
1861	CMT Trip Charge	10.00	Each	60.00	\$600.00
1162	Sieve Analysis with 200 wash, per sample	2.00	Each	140.00	\$280.00
Activity 1.2	Concrete Observations and Testing				\$13,800.00
260	Concrete Observations	8.00	Hour	90.00	\$720.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Elevator Pit Foundations	2.00	Trips	0.50	1.00
	Mechanical Unit Piers	1.00	Trip	0.50	0.50
	Ice Rink Slab	3.00	Trips	1.00	3.00
	Slab On Deck	2.00	Trips	0.50	1.00
	Equipment Foundations	5.00	Trips	0.50	2.50
261	Concrete Testing	72.00	Hour	80.00	\$5,760.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Elevator Pit Foundations	2.00	Trips	3.00	6.00
	Mechanical Unit Piers	1.00	Trip	3.00	3.00
	Slab on Deck	2.00	Trips	3.00	6.00
	Equipment Foundations	5.00	Trips	3.00	15.00
	Ice Rink Slab - Lead Technician	3.00	Trips	4.00	12.00
	Ice Rink Slab - Additional Technician	3.00	Trips	4.00	12.00
	Ice Rink Slab - Additional Technician	3.00	Trips	4.00	12.00
	ADA Platforms	2.00	Trips	3.00	6.00
278	Concrete Cylinder Pick up	37.50	Hour	80.00	\$3,000.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Cylinder Pickup	15.00	Trips	2.50	37.50
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	72.00	Each	30.00	\$2,160.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Elevator Pit Foundations	2.00	Sets	4.00	8.00
	Mechanical Unit Piers	1.00	Set	4.00	4.00
	Ice Rink Slab	6.00	Sets	4.00	24.00
	Slab on Deck	2.00	Sets	4.00	8.00
	Equipment Foundations	5.00	Sets	4.00	20.00



The Science You Build On.

Project Proposal

QTB167792

IRA Civic Center Renovation

	ADA Platforms	2.00 Sets	4.00	8.00	
1861	CMT Trip Charge		36.00 Each	60.00	\$2,160.00
Activity 1.3	Masonry Observations and Testing				\$4,200.00
203	Masonry Observations		30.00 Hour	90.00	\$2,700.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Walls	6.00 Trips	5.00	30.00	
1409	Compressive strength - Hollow block prisms (ASTM C 1314), per specimen		3.00 Each	175.00	\$525.00
1407	Net area determination (ASTM C 140) , per specimen		3.00 Each	50.00	\$150.00
213	Masonry Sample Pick up		3.00 Hour	80.00	\$240.00
1412	Compressive strength of grout (ASTM C 1019), per specimen		3.00 Each	55.00	\$165.00
1861	CMT Trip Charge		7.00 Each	60.00	\$420.00
Activity 1.4	Structural Steel Observations				\$5,660.00
605	ICC Structural Steel Technician		56.00 Hour	100.00	\$5,600.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Welding, Framing, Bolting	8.00 Trips	4.00	32.00	
	Post Installed Anchors/Dowels	6.00 Trips	4.00	24.00	
1664	NDE Trip charge		1.00 Each	60.00	\$60.00
Activity 1.5	Project Management				\$1,400.00
238	Project Assistant		1.00 Hour	80.00	\$80.00
226	Project Manager		1.00 Hour	150.00	\$150.00
128	Senior Engineer		1.00 Hour	170.00	\$170.00
2227	Special Inspection Final Report		1.00 Each	1,000.00	\$1,000.00
				Phase 1 Total:	\$29,296.00

Proposal Total:	\$29,296.00
------------------------	--------------------

General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees. Item 19.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2-13-23

AGENDA ITEM: Consider change orders for the IRA Civic Center Improvement Project

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Attached is CO 2 and 3 with Hart Electric, CO 2 with Rapids Plumbing and Heating, and CO 2 with TNT which provide details and cost increases/decreases related to each change order.

REQUESTED COUNCIL ACTION:

Make a motion to approve CO 2 and 3 with Hart Electric, CO 2 with Rapids Plumbing and Heating, and CO 2 with TNT.



ICS
 104 Park Ave N, Suite 201
 Park Rapids, Minnesota 56470
 Phone: (763) 354-2670

Project: S19041C - IRA Civic Center- Grand Rapids
 1401 NW 3rd Ave
 Grand Rapids, Minnesota 55744

DRAFT

Contract Change Order #003: CE 008 - PR 5 Arena Lighting Fixture Change

CONTRACT COMPANY:	Hart Electric 1959 Highway 37 Hibbing, Minnesota 55746	CONTRACT FOR:	SC-S19041C-008:WS 08 Electrical - Hart Electric
DATE CREATED:	1/13/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	01/24/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Ice Arena lighting Fixture	CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$9,000.00

DESCRIPTION:
 CE 008 - PR 5 Arena Lighting Fixture Change
 See the attached PR 5 with attachments. Provide a detailed quote to make this change.

ATTACHMENTS:
[CMTA-ReviewComments-PR5\(ArenaLightingFixturesChanges\).pdf](#) [PR-5.pdf](#) [IRA Civic PR-5 Photmetric Plan.pdf](#) [IRA Civic PR-5 Fixture schedule.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	5--5.08 - Work Scope 08	Arena Lighting Fixture Change	Other	\$ 9,000.00
Subtotal:				\$9,000.00
Grand Total:				\$9,000.00

The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 917,315.00
The contract sum would be changed by this Change Order in the amount of	\$ 9,000.00
The new contract sum including this Change Order will be	\$ 926,315.00
The contract time will not be changed by this Change Order by 0 days	



Hart Electric
 1959 Highway 37
 Hibbing Minnesota 55746

City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids Minnesota 55744

City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids Minnesota 55744

SIGNATURE

DATE

ICS

SIGNATURE

DATE

SIGNATURE

DATE

Hart Electric


10963 Meadowlark Lane
Hibbing, MN 55746

Item 20.

Estimate

Date	Estimate #
1/6/2023	1463

Name / Address
City of Grand Rapids 420 North Pokegama Avenue Grand Rapids MN 55744

Submittal Review		 <small>cmta.com 877.383.0501</small>
<input checked="" type="checkbox"/> No Exceptions Noted	<input type="checkbox"/> Make Corrections Noted	
<input type="checkbox"/> Revise & Resubmit	<input type="checkbox"/> Rejected	
<input checked="" type="checkbox"/> Reviewed		
<small>Submittal review is to verify general conformance with the design concept of the Project and substantial compliance with the information provided in the Contract Documents. This review does not relieve the Contractor or their suppliers of their responsibility to perform in accordance with the contract, the Drawings and Specifications, nor does it constitute an approval of any deviation from the Drawings and Specifications.</small>		
BY	scott.haedtke	DATE 1/11/2023

Project

Description	Qty	Cost	Total
Project: IRA Civic Center RE: PR5 Arena Lighting Fixture Change to round lights Labor and Material Contract Price Alternate 6 / PR5		9,000.00	9,000.00
Estimator: Jeff Hart 218 966-6402		Total	\$9,000.00

E-mail
hartelect@hotmail.com

Sean Lewis

From: Scott Haedtke
Sent: Wednesday, January 11, 2023 11:47 PM
To: Sean Lewis
Cc: Gary Tridgell; Tony Johnson
Subject: FW: EXT : Hart Electric: Request for Quote: #006: CE 008 - PR 5 Arena Lighting Fixture Change

Sean,

I finished reviewing the response from Hart Electric. I have a few observations to share:

- Jeff was able to source the round style LED fixture preferred by the owner that comes close to the base bid package and exceeds that we specified in PR-5. The fixture submitted also has a higher color temp then that specified (5000k vs base bid at 4000k). We take no exception to the color temp shift. The photometric plan is lacking detail to make a apples-to-apples comparison. However, based on the basic data furnished we can provide a preliminary assessment that the photometric levels and uniformity will be slightly lower (10-15%) than either base bid or PR-5.
- The alternate fixture comes with a decent warranty, 3 years with limited 5 year.
- The Base bid design includes 40 over sheet; 13 over each bleacher areas; 2 at end bleacher area – total 55 fixtures. Mounting is accomplished from 4 corners to 2 suspension points.
- PR-5 proposal included 81 total. Mounting is single point suspension.
- Hart alternate design matches the base bid design. Mounting is single point suspension.
- The alternate layout does provide a nice clean installation with layout to be supported from each truss.
- Given the quantities are the same between base bid and installation is if anything simplified, I would not hesitate to approve. The additional \$9,000 requested would likely be tied to some cost delta between the fixtures, including time Hart has to respond to the requested design revision. If quantities are 55 fixtures at \$9,000, we are seeing an increase of \$163.64 ea. Total.
- We take no exceptions. If this is approved, we will expect a formal submittal through Procore and review the final layout and related controls compared to that specified in the base bid package.

Like previous please upload this response to Procore file as needed.

If you have any additional questions, please let us know.

Thank you,

Scott

Scott Haedtke

Senior Electrical Project Manager



525 S. Lake Avenue, Suite 222

Duluth, MN 55805

O: (218) 722-3060

D: (218) 336-5916

cmta.com



From: Sean Lewis (ICS - Park Rapids, MN) <notifications-ICS-Builds@procoretech.com>
Sent: Wednesday, January 11, 2023 8:09 PM
To: Scott Haedtke <scott.haedtke@obernel.com>
Subject: EXT : Hart Electric: Request for Quote: #006: CE 008 - PR 5 Arena Lighting Fixture Change

EXTERNAL

IRA Civic Center- Grand Rapids



More details: [View online](#) [View PDF](#)

From: Sean Lewis (ICS - Park Rapids, MN)
Date: Wednesday, January 11, 2023 at 08:08 pm CST
Sent To: Scott Haedtke (CMTA - Duluth Office)
Gary Tridgell (CMTA - Duluth Office)
CC: Tony Johnson (CMTA - Fargo Office)
Sean Lewis (ICS - Park Rapids, MN)
Angie Stahnke (ICS - Duluth, MN)
Attachments: [006_CE-008---PR-5-Arena-Lighting-Fixture-Change_attachments.zip](#)

Scott / Gary,

Can CMTA please review this response to PR 5 for the Arena Lighting and provide recommendations?

I'm checking with Angie about your Procore permissions to allow you to comment right in the Procore RFQ; otherwise email me your comments.

Thanks!

Sean Lewis
Sr. Project Manager
ICS
"Building Strong Connections"

Request for Quote

Name: #006: CE 008 - PR 5 Arena Lighting Fixture Change
Due Date: 2022-12-30

Status: **Under Review**

Link: [View This Request for Quote](#)

More details: [View online](#)  [View PDF](#)

Powered By [Procore](#) | support@procore.com | <https://support.procore.com>

Warning: This is an external message. If you suspect this email is suspicious, please forward it to suspect-email@therma.com. **DO NOT** click links/attachments from an untrusted source. **NEVER** give out your user ID or password.



ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470
Phone: (763) 354-2670

Project: S19041C - IRA Civic Center- Grand Rapids
1401 NW 3rd Ave
Grand Rapids, Minnesota 55744

DRAFT

Contract Change Order #002: CE 007 - PR 4 Ice Plant Electrical Service/Distribution Changes

CONTRACT COMPANY:	Hart Electric 1959 Highway 37 Hibbing, Minnesota 55746	CONTRACT FOR:	SC-S19041C-008:WS 08 Electrical - Hart Electric
DATE CREATED:	1/13/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	01/24/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Ice Plant Service Electrical	CHANGE REASON:	Value Engineering
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	(\$52,408.00)

DESCRIPTION:
CE 007 - PR 4 Ice Plant Electrical Service/Distribution Changes
Please see the attached PR 4 with revised Drawings. Provide a detailed quote for the credit back to the Owner.

ATTACHMENTS:
[Estimate 1461 \(1\)_CMTA reviewed.pdf](#) [2021056_IRA Civic Center_PR #4 Drawings.pdf](#) [2021056_IRA Civic Center PR #4 Written Discription.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	5--5.08 - Work Scope 08	PR 4	Other	(\$52,408.00)
Subtotal:				(\$52,408.00)
Grand Total:				(\$52,408.00)

The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 917,315.00
The contract sum would be changed by this Change Order in the amount of	(\$52,408.00)
The new contract sum including this Change Order will be	\$ 864,907.00
The contract time will not be changed by this Change Order by 0 days	

Hart Electric
1959 Highway 37
Hibbing Minnesota 55746

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota 55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota 55744

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

Hart Electric

10963 Meadowlark Lane
Hibbing, MN 55746

Estimate

Date	Estimate #
1/3/2023	1461

We take no exceptions to the material and labor breakdown provided. I would also note this response was clean, thank you. CMTA

Name / Address
City of Grand Rapids 420 North Pokegama Avenue Grand Rapids MN 55744

Submittal Review

No Exceptions Noted

Make Corrections Noted

Revise & Resubmit

Rejected

Reviewed

Submittal review is to verify general conformance with the design concept of the Project and substantial compliance with the information provided in the Contract Documents. This review does not relieve the Contractor or their suppliers of their responsibility to perform in accordance with the contract, the Drawings and Specifications, nor does it constitute an approval of any deviation from the Drawings and Specifications.

BY scott.haedtke DATE 1/11/2023

Project

Description	Qty	Cost	Total
PR4 Ice Plant Electric Service/ Distribution Changes			
utility slab material	1	-840.00	-840.00
labor	32	-90.00	-2,880.00
1800 amp ct cabinet	1	-1,833.00	-1,833.00
labor	20	-90.00	-1,800.00
3.5" sch 40	300	-7.20	-2,160.00
labor	31	-90.00	-2,790.00
3.5 inch pvc sweeps	34	-15.00	-510.00
labor	14	-90.00	-1,260.00
3.5 inch couplings (labored with conduit)	68	-2.55882	-174.00
3.5 inch connectors and bushings	34	-5.50	-187.00
labor	6	-95.00	-570.00
3.5 inch pvc lb	7	-89.00	-623.00
labor	7	-64.28571	-450.00
3.5" sch 80	40	-10.80	-432.00
labor	4	-90.00	-360.00
Misc grounding system material		-400.00	-400.00
labor	8	-90.00	-720.00
500 xhwh AL	380	-3.87105	-1,471.00
labor	21	-90.00	-1,890.00
400 thhn	720	-10.21111	-7,352.00
labor	28	-90.00	-2,520.00
4/0 xhwh AL (labored with 350 xhwh pull)	130	-1.77692	-231.00
2/0 thhn (labored with 400 thhn pull)	180	-2.95	-531.00
350 xhwh AL	520	-3.00962	-1,565.00
labor	22	-90.00	-1,980.00
800 amp SB2	1	-7,235.00	-7,235.00
labor	14	90.00	1,260.00
1000 amp SB2	1	-10,315.00	-10,315.00
Estimator: Jeff Hart 218 966-6402		Total	

E-mail
hartelect@hotmail.com

Hart Electric

10963 Meadowlark Lane
Hibbing, MN 55746

Item 20.

Estimate

Date	Estimate #
1/3/2023	1461

Name / Address
City of Grand Rapids 420 North Pokegama Avenue Grand Rapids MN 55744

			Project
Description	Qty	Cost	Total
credit tax		-2,504.00	-2,504.00
credit overhead and profit		-2,070.00	-2,070.00
Add the following:			
30x30x6 Pull Box	1	445.00	445.00
labor	4	90.00	360.00
350 thhn	160	7.95	1,272.00
labor	6	90.00	540.00
350mcm x 2 port connectors	8	62.00	496.00
labor	4	90.00	360.00
250mcm x2 2 port connectors	2	56.00	112.00
labor	1	90.00	90.00
overhead and profit		150.00	150.00
Tax		160.00	160.00
Total Credit		52,408.00	52,408.00
Estimator: Jeff Hart 218 966-6402		Total	\$0.00

E-mail
hartelect@hotmail.com



ICS
 104 Park Ave N, Suite 201
 Park Rapids, Minnesota 56470
 Phone: (763) 354-2670

Project: S19041C - IRA Civic Center- Grand Rapids
 1401 NW 3rd Ave
 Grand Rapids, Minnesota 55744

DRAFT

Contract Change Order #002: CE 010 - PR 7 Viewing Suite floor structure design changes

CONTRACT COMPANY:	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S19041C-003:Work Scope 03 - General Construction - TNT
DATE CREATED:	1/11/2023	CREATED BY:	Sean Lewis (ICS - Park Rapids, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:	Sean Lewis (ICS - Park Rapids, MN)	REVIEWED BY:	
DUE DATE:	01/24/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:	Viewing Suite floor	CHANGE REASON:	Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$10,667.00

DESCRIPTION:
 CE 010 - PR 7 Viewing Suite floor structure design changes
 See the attached PR 7 for 1st Level HVAC upgrades. Provide a detailed Quote with cost breakdown.

ATTACHMENTS:
[RFP 7rev1.pdf](#) [RE_IRA-RFP7.msg](#) [NIE.pdf](#) [JRK-steel.pdf](#) [Rfp-7-proposal.pdf](#) [017073.30 RFP 7 - Window Modifications and Structural Bulletin 2.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	5--5.03 - Work Scope 03	PR 7 Viewing Suite floor design changes	Other	\$ 10,667.00
Subtotal:				\$10,667.00
Grand Total:				\$10,667.00

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 3,503.00
The contract sum prior to this Change Order was	\$ 2,373,603.00
The contract sum would be changed by this Change Order in the amount of	\$ 10,667.00
The new contract sum including this Change Order will be	\$ 2,384,270.00
The contract time will not be changed by this Change Order by 0 days	



TNT Construction Group, LLC
40 County Road 63
Grand Rapids Minnesota 55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota 55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota 55744

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**



TNT Construction Group

40 County Road 63, Grand Rapids, Minnesota 55744 Phone: 218-326-1881 Fax: 218-326-9296

Proposal/Change order

- Today's Date: 12-28-22
- Proposal submitted to: ICS
- Project name: IRA Civic Center Bid Pack 2
- Project Location: Grand Rapids MN
- Description of work: RFP 7
- Date of drawings: N/A
- Addendums

Proposal Includes, Pricing per RFP 7

New Steel and Fastener supply from JRK	4322.00
New Steel Install from NIE	4830.00
10 % O&P TNT	915.00
TNT Supervision 6 hrs @ 100	600.00

We propose hereby to furnish equipment, material, and labor for the sum of:
Ten Thousand Six Hundred Sixty Seven Dollars 00/100 (Bid Total:\$ 10,667.00)

Signed and prepared by: 

Project Manager/Estimator, Clay Witkofsky

clay@tnt-cg.com

218-398-2141 Mobile. 218-326-1881 Office. 218-326-9296 Fax.

Hammerlund Inc. UNION CONTRACTOR

40 County Road 63, Grand Rapids, MN 55744

Web site: <http://hammerlundconstruction.com>

Note: Proposal may be withdrawn if not accepted within _____ days.

Acceptance of proposal: Signed _____ Date: _____

Proposal

JRK Steel Inc.



IRA - RFP 7 | December 21, 2022

JRKSteel.com

Overview	<p>Proposal overview</p> <p>Project: IRA - RFP 7</p> <p>Location: Grand Rapids, MN</p> <p>Valid until: 1/20/2023</p>
Sections	<p>Sections included</p> <ul style="list-style-type: none"> --- C12 Channels w/ Epoxy Anchors --- Connection Plates w/ Epoxy Anchors
Items	<p>Items included and not included</p> <p>Included: Priming</p> <p>Included: Standard Delivery</p> <p>Included: Fasteners (JRK Work Only)</p> <p>Not Included: Installation</p> <p>Not Included: Field Measurement</p>
Price	<p>Total price</p> <p>Items: \$3,988.82</p> <p>Tax: add tax if applicable</p> <p>Total: \$3,988.82</p>
Terms	<p>Terms & Conditions</p> <ul style="list-style-type: none"> --- Price is valid for 30 days --- All steel to receive 1 coat of shop primer --- Change orders will not be delivered until approved to bill --- Payment to JRK STEEL INC is the responsibility of the customer & is NOT contingent upon payment from the owner. Payment is due for all materials (Including Joist & Deck) Within 30 days of delivery. --- This price is valid if Shop drawings are approved within 30 days of submittal --- Signed proposal is required if approved
Signature	<p>Sign and return if approved</p> <hr/>

brayden@jrksteel.com | 218-576-9809

5900 Main St, Duluth, MN 55807



2500 Glenwood Drive
PO Box 308
Grand Rapids, MN 55744
218-326-8466 FAX 218-326-5045

January 9th, 2023

Clay Witkofsky
TNT Construction

RE: **RFP #7** (rev1) IRA Civic Center

Clay,

This proposal is for the additional work related to the structural steel in RFP #7.

Lump Sum adder: \$ 4,830.00

Breakdown of Structural Steel installation changes:

4/S2.4 & 8/S2.4: 27.5 hours

Eliminates the beam pockets and now requires plates to be epoxy anchored to the walls, field welding of shear plates and temporary supporting to hold beams in place during installation, rather than pockets to rest in:

6/S2.4 & 7/S2.4: 15 hours

C12x20.7 channel replaces a 6x4 angle. The channel is double the weight of the angle and now requires the use of rigging and a lifting device. 5/8" wedge anchors were replaced with 3/4" epoxy anchors and the quantity of anchors doubled

Comments: Please ensure the fabricator / supplier has included the supply of the epoxy and anchors required

Regards,

Derek Bostyancic



ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470
Phone: (763) 354-2670

Project: S19041C - IRA Civic Center- Grand Rapids
1401 NW 3rd Ave
Grand Rapids, Minnesota 55744

DRAFT

Contract Change Order #002: CE #005 - PR 2 Plumbing Plan Review Changes

CONTRACT COMPANY:	Rapids Plumbing and Heating 25767 US Hwy 2 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S19041C-007:WS 07 - Mechanical - Rapids P & H
DATE CREATED:	1/18/2023	CREATED BY:	Angie Stahnke (ICS - Duluth, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Inspector/Code Required
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$9,331.96

DESCRIPTION:
CE #005 - PR 2 Plumbing Plan Review Changes
Please see the attached RP 2 for the state plumbing plan review changes.

ATTACHMENTS:
[RapidsPH-PR2Quote.pdf](#) [IRA Arena PR #2 .pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	5--5.07 - Work Scope 07	PR 2	Other	\$ 9,331.96
Subtotal:				\$9,331.96
Grand Total:				\$9,331.96

The original (Contract Sum)	\$ 836,440.00
Net change by previously authorized Change Orders	\$ 97,250.00
The contract sum prior to this Change Order was	\$ 933,690.00
The contract sum would be changed by this Change Order in the amount of	\$ 9,331.96
The new contract sum including this Change Order will be	\$ 943,021.96
The contract time will not be changed by this Change Order by	

Rapids Plumbing and Heating
25767 US Hwy 2
Grand Rapids Minnesota 55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota 55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota 55744

SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 2/13/2023

AGENDA ITEM: Consider adopting a resolution accepting a donation of 20 SCBA bottles from Cohasset Fire Department to the Grand Rapids Fire Department.

PREPARED BY: Travis Cole

BACKGROUND:

The Grand Rapids Fire Department recently upgraded and purchased new SCBA's (Self Contained Breathing Apparatus). The air bottles used for these packs only have a life span of 15 years and must be removed from service. We have 40 air bottles in our inventory that expire March 1st, 2023, which will put us short of bottles in our current inventory. Cohasset Fire Department recently purchased new SCBA packs and new SCBA bottles for their department and have 20 existing bottles they would like to donate to our department as they are not compatible with their new packs and they still have 4 years of life left on them. This donation will provide our department with enough bottles to support our needs while giving our department time to budget and purchase a few new bottles each year to keep up our inventory.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution to accept 20 SCBA bottles from Cohasset Fire Department at no cost.

Council member introduced the following resolution and moved for its adoption:

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING 20 SCBA BOTTLES VALUED AT APPROXIMATELY \$3,000-\$4,000 FOR ALL FROM THE CITY OF COHASSET FIRE DEPARTMENT TO THE GRAND RAPIDS' FIRE DEPARTMENT

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donor as follows:

- The City of Cohasset Fire Department has donated 20 SCBA bottles valued at approximately \$3,000-\$4,000 to the Grand Rapids Fire Department.

Adopted this 13th day of February 2023

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

Councilmember seconded the foregoing resolution and the following voted in favor thereof: ; and the following voted against same: None, whereby the resolution was declared duly passed and adopted.



CITY OF
GRAND RAPIDS
 IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Consider adopting an ordinance repealing Chapter 2, Article 2, Division 2-V-3, Recreation, Parks and Civic Center Advisory Board and adopt the following new ordinance Chapter 5, Civic Center Advisory Board

PREPARED BY: Kimberly Gibeau

BACKGROUND:

As discussed at a previous worksession, staff made edits to the ordinance that created the Recreation, Parks and Civic Center Advisory Board to more accurately reflect the powers and responsibilities of the board and the current services provided to the residents by the City.

Updates to the Municipal Code requires official adoption of an ordinance by the City Council. The proposed changes are included in this request for review and consideration.

REQUESTED COUNCIL ACTION:

Make a motion to adopt an ordinance repealing Chapter 2, Article 2, Division 2-V-3, Recreation, Parks and Civic Center Advisory Board and adopt the following new ordinance Chapter 5, Civic Center Advisory Board and authorize publication in summary form.

Councilor introduced the following Ordinance and moved for its adoption:

ORDINANCE NO. 23-02-01

AN ORDINANCE REPEALING CHAPTER 2, ARTICLE 2, DIVISION 2-V-3, RECREATION, PARKS AND CIVIC CENTER ADVISORY BOARD AND ADOPT THE FOLLOWING NEW ORDINANCE CHAPTER 5, CIVIC CENTER ADVISORY BOARD

WHEREAS, the City Council has decided that with the changes in services provided by the City, the Recreation, Parks and Civic Center Advisory Board should be updated to reflect the current services provided and the powers and responsibilities of the board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that:

1. The existing Ordinance Chapter 5, Article 2, Division 2-V-3, Recreation, Parks and Civic Center Advisory Board is hereby repealed.
2. That the new Ordinance Chapter 5, Article 2, Division 2-V-3, Civic Center Advisory Board be adopted and updated with the Grand Rapids Municipal Code be amended as provided in Exhibit "A".

This Ordinance shall become effective after its passage and publication.

ADOPTED AND PASSED BY THE City Council of the City of Grand Rapids on the 13th day of February 2023.

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

Councilor seconded the foregoing ordinance and the following voted in favor thereof:
Opposed: None, whereby the ordinance was declared duly passed and adopted.

SECTION 1: AMENDMENT “DIVISION 2-V-3 RECREATION, PARKS AND CIVIC CENTER ADVISORY BOARD” of the Grand Rapids Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 2-V-3 CIVIC CENTER ADVISORY BOARD

SECTION 2: REPEAL “2-187 Specific Powers And Responsibilities” of the Grand Rapids Municipal Code is hereby *repealed* as follows:

REPEAL

~~2-187 Specific Powers And Responsibilities (Repealed)~~

- (a) Adopt rules for its meetings and the transaction of its business.
- (b) Recommend policies governing the use of the recreation, parks and civic center facilities.
- (c) Act in an advisory capacity to the city council and other governmental agencies, contracting with the city under this chapter in matters pertaining to recreation, parks and the civic center.
- (d) Recommend policies and procedures pertaining to such departmental matters as: annual budgets, preparation of reports, public awareness, fees and charges, and program policies.
- (e) Serve without compensation, but the board members may, within budgetary limitations, incur expenses that are deemed necessary.
- (f) Recommend to the city council acceptance of gifts for public recreational, park and civic center purposes and request and receive grants upon authorization from the city council to do so.
- (g) Consistent with the annual budget approved by the city council, establish user fees and charges for the recreation, parks, and civic center facilities and insure the proper collection of such fees and the proper deposit of said fees.
- (h) Oversee the proper ongoing security, upkeep and maintenance and improvement of parks and civic center and related facilities.
- (i) Develop and review with the city council short and longterm plans and goals and appropriate strategies to accomplish these goals as they relate to the department.
- (j) Assist staff with fundraising for establishment of parks and improvements to park and recreation facilities.

~~(Ord. No. 16-03-03, § 2(5.07), 3-28-2016)~~

SECTION 3: **REPEAL** “2-188 Preparation Of Program And Budget” of the Grand Rapids Municipal Code is hereby *repealed* as follows:

R E P E A L

~~2-188 Preparation Of Program And Budget~~ (*Repealed*)

- (a) The recreation, parks and civic center advisory board shall each year prior to the date requested by August 1, recommend a suggested comprehensive budget for all activities of the department. The board shall recommend divisions of responsibility between private agencies, other public agencies administering recreation activities directly, and the board itself. The board's programs shall be described in terms of activities and supportive finances. There shall be four separate major budget categories within the board's responsibility for recommendation: 1) administration, 2) recreation category for the operation of recreational activities and programs, 3) park category for the development of city park facilities, and 4) operation, maintenance and capital improvement of the IRA Civic Center, which said IRA Civic Center operations will be accounted for in a separate fund. All divisions will include the following categories: personnel, supplies, other services and charges, and capital improvements. The capital improvements category will be established by a short and long range plan.
- (b) The board shall participate in the budget process and make recommendation for expenditures based on staff input. The budget shall be submitted no later than August 1 of each year to the city administrator. The budget, as recommended by the board, and approved by the city council, shall control the year's expenditures.

~~(Ord. No. 16-03-03, § 2(5.08), 3-28-2016)~~

SECTION 4: **AMENDMENT** “2-181 The Establishment And Purpose Of The Board” of the Grand Rapids Municipal Code is hereby *amended* as follows:

A M E N D M E N T

2-181 The Establishment And Purpose Of The Board

There is hereby created a Civic Center board, pursuant to authority given by Minnesota Statutes, and shall have the membership, responsibilities, and authority as set forth below.

(Ord. No. 16-03-03, § 2(5.01), 3-28-2016)

SECTION 5: **AMENDMENT** “2-182 Membership, Appointments” of the Grand Rapids Municipal Code is hereby *amended* as follows:

AMENDMENT

2-182 Membership, Appointments

The Civic Center board shall be composed of five members, all as appointed by the City Council. Vacancies shall be filled for the unexpired portion of a departing member's term by action of the City Council; and shall not be personally interested in any contracts acted upon by the Civic Center board. The Civic Center board makeup shall be as follows:

- One Grand Rapids Amateur Hockey Association Board Member
- One ISD 318 Representative
- One Star of the North Figure Skating Board Member
- One Member at Large (Does not need to be a resident of the city)
- One Member of the City Council

If an organization does not designate a member to the Civic Center Board, the City Council shall appoint another member at large. When the term ends for the extra Member at Large, the unrepresented organization shall have the opportunity to assign a member.

(Ord. No. 16-03-03, § 2(5.02), 3-28-2016)

SECTION 6: **AMENDMENT** “2-183 Same; Term Of Appointments” of the Grand Rapids Municipal Code is hereby *amended* as follows:

AMENDMENT

2-183 Same; Term Of Appointments

The term of each board member shall be three years or until they no longer serve on their respective boards, whichever is shorter. Members shall serve until their successor is appointed and qualified. No member shall serve more than two successive terms or six consecutive years, whichever is longer, on the Civic Center Board. The city council reserves the right to waive this rule.

(Ord. No. 16-03-03, § 2(5.03), 3-28-2016)

SECTION 7: **AMENDMENT** “2-184 Meetings” of the Grand Rapids Municipal Code is hereby *amended* as follows:

AMENDMENT

2-184 Meetings

All meetings of the board shall be held in conformance with Minnesota Statute 471.705, Open Meeting Law. The board shall hold regular quarterly meetings, at a time and place to be set by the board, and such special meetings as may be called as deemed necessary by the board chairperson or secretary. The board shall keep and preserve accurate minutes of each meeting of the board or any committee thereof and these minutes shall be kept on file in the City Clerk's office. The board shall adopt rules of conduct for its meetings and the transaction of its business. A majority shall constitute a quorum for taking action. Each member shall have one vote.

(Ord. No. 16-03-03, § 2(5.04), 3-28-2016)

SECTION 8: **AMENDMENT** “2-185 Officers” of the Grand Rapids Municipal Code is hereby *amended* as follows:

AMENDMENT

2-185 Officers

The Civic Center Advisory Board shall annually elect a chairperson and a secretary from among its appointed members. They shall have the duties as implied by their titles.

(Ord. No. 16-03-03, § 2(5.05), 3-28-2016)

SECTION 9: **AMENDMENT** “2-189 Finances Of The Board” of the Grand Rapids Municipal Code is hereby *amended* as follows:

AMENDMENT

2-187 Civic Center Fund

For the purpose of financing the operations authorized by this division, there shall be established in the city accounts and treasure a special fund to be called the Civic Center Board fund. Into this fund shall be placed all revenues and from it shall be paid claims for all expenditures. All receipts belonging to the Civic Center Board shall be deposited Intact in a bank account to the credit of the funds, and no disbursement shall be made from this bank account except by check or unless a verified claim order for services and commodities actually rendered or delivered has first been submitted to and approved for payment by the Civic Center Board. The accounting of the fund and the custody of the cash and bank checking account shall be in the hands of the City Treasurer. The City Treasurer shall make reports to the Civic Center Board at reasonable intervals as determined by the Civic Center Board. An audit of funds shall be made independently of or in conjunction with the funds of the city.

(Ord. No. 16-03-03, § 2(5.09), 3-28-2016)

SECTION 10: AMENDMENT “2-186 General Powers And Responsibilities” of the Grand Rapids Municipal Code is hereby *amended* as follows:

AMENDMENT

2-186 Objectives, Powers And Responsibilities

- (a) The objectives of the Civic Center Board shall be to:
 - (1) Oversee the orderly operation of the Civic Center and related facilities so as to generate good will and a positive image for the city, while accomplishing long and short-term goals as set by the board and the City Council; and
 - (2) Preserve and improve the physical assets of the Civic Center and related facilities by encouraging sound, progressive management practices.
- (b) In furtherance of these objectives, the Civic Center Board shall have such powers and duties as are set forth in this division to operate the Civic Center and related facilities, which powers and duties shall consist of the following:
 - (1) Prior to October 1st of each year, to adopt a recommended budget for the ensuing calendar year. The budget of finances shall be balanced. Such recommended budget shall be submitted not later than November 1st to the City Council for consideration. The City Council shall approve the budget after making such changes as the Council deems appropriate. The expenditure allowances in the budget as finally approved by the City Council shall control the year's spending. The Civic Center Board shall not expend nor incur any obligation to expend any funds whatsoever except as reflected fully in the final annual budget approved by the City Council, or as specifically approved by formal action of the City Council in advance of any commitment to expend particular funds, regardless of whether the funds are donations, grants, revenues or otherwise. The Civic Center Board shall not have the power to

levy taxes or borrow money, and it shall not approve any claim or incur any obligation for expenditure unless the claim or obligation has been approved in advance by the City Council, including by way of line item approval of the annual budget, and there is unencumbered cash in the treasury to the credit of the Civic Center Board with which to pay the same.

- (2) At the request of the Council or upon the Board's own initiative, to give input to the City Council regarding contracts between the City and the Civic Center concessionaire and regarding employment by the City of the Civic Center Manager and other personnel. The City Council shall receive the input of the Civic Center Board, and the City Council shall, if the Council deems appropriate, contract with a Civic Center Concessionaire and Civic Center Manager after the Council and Concessionaire and/or Manager have reached mutual agreement on contract terms.
- (3) Supervise the Concessionaire and Manager in like manner as a City department head would be responsible to supervise his department. If the Civic Center Board believes the Concessionaire is not performing in accordance with the Concessionaire contract or in the best interests of the Civic Center or the City, or if the Board believes the Manager is similarly not performing properly, the Civic Center Board shall report the matter to the City Administrator, and the City Administrator shall determine the appropriate course of action. The City Administrator may also take action without the prior recommendation of the Civic Center Board if the City Administrator deems it necessary, consulting the City Council if the Administrator deems it appropriate.
- (4) Make contracts, including contracts for the purchase of materials, supplies, equipment and services to the Civic Center and related facilities, provided any obligations for expenditures so incurred are consistent with the City Council approved budget or have been otherwise approved in advance by the City Council, and provided further the Civic Center Board shall not contract with the Concessionaire, Manager or other Civic Center personnel. The Board shall comply with statutory bidding requirements when making purchases.
- (5) Adopt rules governing the use by the public of Civic Center and related facilities over which the Civic Center Board has responsibility.
- (6) Consistent with the annual budget approved by the City Council, recommend user fees and charges for the Civic Center and related facilities and ensure the proper collection of such fees from all users and the proper deposit of the fees as provided in this division.
- (7) Oversee the proper ongoing security, upkeep, maintenance and improvement of Civic Center and related facilities.
- (8) Develop and review with the City Council short and long-term plans and goals for the Civic Center and appropriate strategies to accomplish these goals.
- (9) Report to the City Council on the activities of the Civic Center Board and the Civic Center with such frequency as the board deems appropriate and also

upon request of the City Council.

- (10) Request from the City Administrator such clerical and support assistance from any City Department or employee as the Board deems necessary. The City Administrator shall have discretion to direct such assistance, subject to direction and control from the City Council.
- (11) Receive grants and donations, upon advance authorization from the City Council to do so.

(Ord. No. 16-03-03, § 2(5.06), 3-28-2016)



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023
AGENDA ITEM: Consider hiring Sean Smallen as Police Officer
PREPARED BY: Chery Pierzina

BACKGROUND:

At the December 5, 2022, City Council meeting, the Council authorized City staff to begin the process of hiring for an open position of Police Officer.

The position was posted, and eleven (11) applications were received within the posting timeline. The interview committee, which consisted of Police Department leadership as well as Human Resources Officer Chery Pierzina, are recommending the hiring of Sean Smallen for the Police Officer position with the Grand Rapids Police Department, subject to a background check, pre-employment medical exam, psychological exam, and drug screening.

Sean brings fifteen (15) years of combined Police Officer and security experience. He currently holds certifications in Standardized Field Sobriety Tests, Field Training Officer, Pursuit Driving and PIT maneuver. He is certified as a Firearms Instructor, Background Investigator, and Emergency Medical Responder. Sean currently works as a Police Officer for the City of Faribault, where he has been employed full-time since 2017. Sean's offer letter is attached for reference.

REQUESTED COUNCIL ACTION:

Make a motion to approve hiring Sean Smallen as Police Officer, with a starting date of employment to be determined, and a rate of pay of \$31.04 per hour, based on the current Law Enforcement Labor Services (LELS) Agreement, and subject to the results of a background check, pre-employment medical exam, psychological exam, and drug screening.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

ADMINISTRATION DEPARTMENT

120 NORTH PORTICAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

February 6, 2023

Mr. Sean Smallen

Dear Sean:

Please consider this letter as a conditional offer of employment for the position of Police Officer for the City of Grand Rapids Police Department. Following is an outline of the terms and conditions of your pending employment.

Upon your signed and returned agreement with the terms and conditions stated herein, your appointment to the position of Police Officer will be presented to the City Council at their subsequent City Council Meeting, and is subject to the successful completion of a background check, pre-employment medical exam, psychological exam, and drug screening.

Should you accept this conditional offer, the starting date of your employment is to be determined (TBD), based on the length of time necessary to complete the background check and all other conditions of employment. Your starting hourly salary will be \$31.04, based on the current LELS Agreement.

- Please sign and return the *Authorization for Driver's License Check*.
- You will need to complete a medical examination with Occupational Medicine at Grand Itasca Clinic and Hospital. We will contact you regarding the details of getting this scheduled.
- You will need to complete a psychological evaluation. We will contact you regarding getting this scheduled.
- When you are in the area, you will need to stop by Northern Drug Screening located at 111 NE 10th Avenue in Grand Rapids, MN for a pre-employment drug screening. They are open Monday through Friday from 8:00 AM to 4:00 PM. Please let them know you need a pre-employment drug screening for the City of Grand Rapids.

Start Date: Your first date of employment will be subject to the successful completion of the above conditions.

Compensation: Based on the current LELS Agreement, your beginning hourly wage will be \$31.04 per hour, and you will be scheduled for 84 hours each pay period, equivalent to a base wage of \$67,791.36 annually.

Representation: Law Enforcement Labor Services (LELS) - See attached Bargaining Agreement.

Benefits: See attached Benefit Summary.

Health Insurance: The City of Grand Rapids pays 100% of the premium for family coverage. Your coverage will begin on the 1st of the month following 30 days of employment.

Flexible Time Off: Upon employment, you will accrue FTO at 4.62 hours for each 80-hour pay period based on the City FTO schedule.


On behalf of the City of Grand Rapids, welcome and congratulations! We look forward to working with you.

If you have any questions, feel free to give me a call at (218) 326-7606 or (218) 256-8747.

Please sign below to indicate agreement with the terms and conditions of employment.



 Sean Smallen Date

Sincerely,

 Chery Pietzina
 Human Resources Officer

cc: Personnel File
 Payroll



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Conduct a public hearing to consider a property tax abatement for certain property in the City and approving a Tax Abatement Agreement with Yanmar Compact Equipment North America, Inc.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

Staff will present the attached PowerPoint presentation as background. Rebecca Kurtz (Ehlers) will also be present to answer any questions.

REQUESTED COUNCIL ACTION:

Conduct a public hearing



Yanmar Compact Equipment North America Expansion Project

Tax Abatement

Public Hearing

February 13, 2023





Project Background

Company Background

- **Founded in Marcel, MN in 1983, ASV has grown to become an industry leader in compact equipment production, sales and parts distribution. In 1995, with support from the IRRRB, the City of Grand Rapids and the Grand Rapids EDA, ASV moved to a new facility in Grand Rapids.**
- **ASV has continued to grow and expand over the past 26 years in Grand Rapids, now employing 231 full time employees with a total annual payroll of \$18MM. ASV occupies 300,000 square feet of production and warehouse space on a 27-acre campus.**
- **In September 2019, ASV was acquired by the Yanmar Compact Equipment division of Yanmar Group. With the merger, ASV's independent dealer network throughout North America, Australia and New Zealand joined Yanmar's global construction equipment operations.**
- **The Yanmar Compact Equipment division, since 1968, has been designing, manufacturing, selling and servicing mini and midi excavators, wheel loaders and wheel excavators, with production facilities in Japan, France, Germany, and now the United States.**
- **On February 1, 2023, ASV Holdings Inc. changed its legal name to Yanmar Compact Equipment North America.**



Project Background

Project Description

- **The proposed project involves a significant expansion of the Grand Rapids production facility, spanning a four-year period beginning in 2022.**
 - **Construction of a 32,000 square feet addition to the southeast side of the existing manufacturing facility for an upgraded paint system. (Design in 10/22 with construction beginning in 5/23)**
 - **Construction of site improvements including additional parking (following the same timeline as the addition)**
 - **Purchase and installation of additional tooling and equipment and staffing. (Beginning with welding cells in 2022 followed by new paint line)**
- **The initial objective of the ASV/Yanmar business plan which is driving the need to expand.**
 - **A significant ramp-up in the production of ASV and Yanmar branded Compact Track Loaders (CTL); both existing products and planned launching of new products to keep pace with the growing demand.**





Project Background

- **Employment** – The ASV/Yanmar Expansion Project will create the following full-time positions within the first three years of operation:

Employment	FTE Positions
Current Employment	231
Employment to be created in Year 1	44
Employment to be created in Year 2	71
Employment to be created in Year 3	61
Total Employment after Year 3	407

- ASV provides benefits for all its employees, including 401K contribution, health, dental, vision, PTO, short and long-term disability and paid holidays.
- The average wages of jobs created over the first two years - \$37.18/hour of \$77,344 annually.
- The job goals in the proposed tax abatement are focused on the first two years. Beyond that, the 5-year ASV target for new employment between 2021 and 2026 is in excess of 300, made up of approximately 284 production & operations positions and 79 administrative/professional salaried positions.
- The net increase in annual payroll and employer contributions to healthcare over the first three years is \$10.9MM. will increase their annual payroll and employer contributions to approximately \$29MM.



Project Background

- **Project Location** – The project is proposed to be located on 30-acre industrial zoned ASV campus, consisting of eleven parcels:

91-568-0220, 91-569-0110, 91-027-2401, 91-027-2105, 91-568-0210, 91-566-0305, 91-566-0310, 91-566-0315, 91-566-0320, 91-566-0325, 91-566-0330
- The address for the project is 840 Lily Lane, Grand Rapids.





Project Background

Project Sources and Uses:

- The following represents the anticipated sources of funds and their proposed use.
- Itasca County consideration of a Tax Abatement is scheduled for 2/14.

Expense Description	MN IRRR	MN DEED/GRE DA	Yanmar	City Tax Abatement	Itasca County Tax Abatement	Total
Site Work Construction	350,000		282,400			632,400
Building Construction	Grant to City		4,060,500	234,000	196,600	4,491,100
Building Renovation	Loan	MIF Loan	400,000			400,000
Equipment CAPEX	1,000,000	450,000	2,036,000			3,486,000
Employee Training		400,000				400,000
TOTAL:	\$1,350,000	\$850,000	\$6,778,900	\$234,000	\$196,600	\$9,409,500
	14.3%	9.0%	72.0%	2.5%	2.1%	

- In addition, MN DEED has proposed the Job Creation Fund program which would provide rebates to ASV for building construction expenses and per job created. The estimate value of the job creation rebates is \$850,000 over 7 years. This is exclusive of the sales tax rebate on building construction, which hasn't been estimated.



Project Background

Current and Future Assessed Value Estimate:

	Current (Itasca County Assessor)	Future (Itasca County Assessor)
Land Value (30 acres)	\$372,600	\$422,300
Building Value	\$5,231,700	\$6,727,900
Total Value	\$5,604,300	\$7,150,200
Annual Local Property Taxes (Pay 2022 Rate)	\$187,044	\$238,987

Based on the Pay 2022 tax rates, the annual increase in local property taxes = \$51,943



Tax Abatement Business Assistance

- **Tax Abatement Basics:**

- **In practice, Abatement is a reallocation of taxes rather than an exemption from paying taxes. The property for which taxes have been abated will continue to pay their taxes in full. The amount of the Abatement, however, is redirected to a specific project rather than going to the general fund.**
- **The law allows Abatements to be used for a broad range of projects and purposes, if the political subdivision finds that public benefits exceed the costs. Permitted uses of Abatement include:**
 - **General economic development, such as increasing tax base or the number of jobs in the community**
 - **Construction of public infrastructure, such as; streets, roads, utilities and public parking.**
 - **Redevelopment of blighted areas**
 - **Providing access to services for residents, such as; housing or retail.**
- **Important to note that the property taxes collected currently are still received and retained by the City during the term of the Tax Abatement**
- **Only the increase in taxes resulting from the new development (increment) is delayed until the Tax Abatement commitment is satisfied.**
- **Following the Abatement term, all property taxes resume full distribution to the taxing entities.**



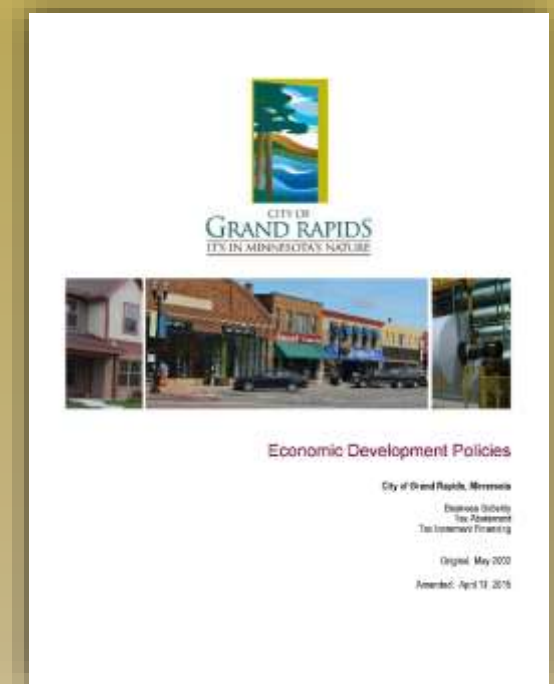
Tax Abatement Business Assistance

- **Tax Abatement Review** - ASV Holdings applied to the City for a Tax Abatement in the principal amount of \$234,000 on August 1, 2022. The advancement of the application was temporarily put on hold by ASV until their consideration of final revisions to the scope of plant buildout were complete.
 - The City's fiscal consultant Ehlers and City Staff have reviewed the Developer's Tax Abatement application, project budget and three-year projection, and reached a conclusion that it is aligned with the *Economic Development Policies* adopted by the City and GREDA.
 - Under Minnesota Statute 469, a Governing Body may rebate their portion of property tax if the benefits of the abatement are equal to or greater than its cost, and if it accomplishes at least one of the following:
 - Increase or preserve tax base
 - Provide employment opportunities within the political subdivision
 - Provide or help to acquire or construct public facilities
 - Help redevelop or renew blighted areas.
 - As the Abatement Agreement is drafted, this would be a Pay-As-You-Go Tax Abatement, meaning the improvements would have to be constructed, before any benefits are received.



Tax Abatement Business Assistance

- **The Public Purpose Objectives, within the Grand Rapids *Economic Development Policies*, which this project aligns with are:**
 - **To retain local jobs and/or increase the number and diversity.**
 - **To enhance and/or diversify the City's economic base.**
 - **To accomplish other public policies which may be adopted, in particular projects that are consistent with those community values and objectives described within the Comprehensive Plan.**





Tax Abatement Business Assistance

- The Grand Rapids *Economic Development Policies* also includes the following worksheet to review and score projects to measure impacts consistent with the Policy. This project scores as follows:

**EXHIBIT B
BUSINESS ASSISTANCE REVIEW WORKSHEET
FOR COMMERCIAL/INDUSTRIAL PROJECTS
TO BE CONSIDERED BY APPLICANTS AND CITY STAFF**

A. The project meets which of the following objectives as set forth in Section C of the Business Assistance policy?
(Each worth 2 Points)

Points:

- 1. To retain local jobs and to increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
- 2. To enhance and/or diversify the City's economic base.
- 3. To encourage additional residential growth/development.
- 4. To increase blight and/or encourage redevelopment of commercial and industrial areas.
- 5. To create housing opportunities for senior and low to moderate income families.
- 6. To provide a diversity of housing adjacent to cultural, recreational, economic, national, education, and transportation systems.
- 7. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- 8. To accomplish other public policies which may be adopted, in particular projects that are consistent with those community values and objectives described within the Comprehensive Plan.

B. Ratio of Private to Public Investment in Project:

\$ 36,778,000	Private Investment	5:1	3
\$ 32,639,800	Public Investment (including other public sources)	4:1	3
2:6:1	Ratio Private:Public Financing	3:1	3
		2:1	2
		Less than 2:1	1

C. Job Creation:

113	Net new living wage jobs (total FTE)	50	3
		40	2
		25	1
		15	2
		Less than 15	1

D. Job Creation:

231	Net living wage retained jobs (total FTE)	50	3
		25	2
		10	1
		Less than 10	1

E. Project Investment:

\$4.5 million	Value of Capital Investment (before tax credit)	Over \$7 million	3
		\$1 - \$2 million	2
		\$0.5 - \$1 million	1
		\$0.1 - \$0.5 million	2
		Less than \$0.1 million	1

F. Wage Level of Jobs Created:

Average hourly wage (including non-mandated benefits) of new living wage jobs	\$17.88	Points:	
		Over \$22 hour	3
		\$20-22 hour	2
		\$16-18 hour	1
		\$12-15 hour	2
		Under \$12 hour	1

G. Ratio Of Business Assistance To New Jobs Created:

\$ 250,000	Business assistance requested	\$10,000 or less	3
115	Number of full time jobs created	\$10,000 or less	2
\$ 50,000	of business assist. per net new job created	\$10,000 or less	3
		\$25,000 or less	2
		Over \$50,000	1

H. Project size:

The project will consist in the construction of 32,000 square feet	Points:	
	50,000	3
	20,000	2
	15,000	1
	5,000	2
	5,000 or less	1

I. Business Growth Potential:

X	High	3
	Medium	2
	Low	1

J. Likelihood that the project will result in revitalized, spin-off development:

X	High	3
	Medium	2
	Low	1

K. Impact on tax rate? All things being equal, how much would the City's tax rate hypothetically increase if the project were to proceed with the requested business assistance?

<input checked="" type="checkbox"/>	01%-02%	3
<input type="checkbox"/>	03%-04%	4
<input type="checkbox"/>	05%-06%	2
<input type="checkbox"/>	07%-09%	2
<input type="checkbox"/>	10%-12%	1

Sub-Total Points: 54 of a possible 65 points.

Bonus Points:

The project will be 100% job-creating financing

If the business has demonstrated a clear and ongoing commitment to the City of Grand Rapids community by providing living wage jobs to their employees and City of Grand Rapids residents

Total Points: 62

Overall project analysis:

High	31 - 35 points
Medium	21 - 30 points
Low	0 - 20 points



Tax Abatement Business Assistance

- **Yanmar has also requested Itasca County's participation in the abatement. This request will be considered by the County Board on February 14, 2023.**
- **The City portion of the abatement is estimated to be approximately \$360,683. This is based upon the requested principal of \$234,000 with an applied present value rate of 4.75% over the estimated 16-year term. The annual abatement amount is estimated to be \$22,660.**
- **The County portion, with interest, would be approximately \$329,033, or \$16,452 annually.**
- **Abatements divert taxes paid by the development property to pay project costs. When used in a fashion like TIF, as this is, the addition to the annual levy required by the abatement is offset by the additional tax capacity created by the project. The result of which is no impact to the City or the taxpayers in general.**



Process

At their February 9 meeting, GREDA reviewed the application and adopted a resolution supporting the approval of a Tax Abatement and Business Subsidy Agreement with Yanmar Compact Equipment North America.

The City Council will hold a public hearing today, February 13, 2023, to consider this request for TIF Business Assistance. Actions that will be considered immediately following the Public Hearing will include:

- 1. Adoption of a resolution granting a property tax abatement for certain property in the City and approving a Tax Abatement Agreement with Yanmar Compact Equipment North America, Inc.**



Questions?

MEMORANDUM

TO: Council Members, City of Grand Rapids
Board Members, Itasca County Board of Commissioners

FROM: Rebecca Kurtz, Ehlers

DATE: February 8, 2023

SUBJECT: Proposed Tax Abatement for ASV/Yanmar Development

The City of Grand Rapids and Itasca County received a request for tax abatement (“abatement”) from ASV Holdings, Inc. (“ASV”) to assist with an expansion of their Grand Rapids production facility. Note that in 2019, ASV was acquired by Yanmar Group, and the Yanmar Compact Equipment North America (“Yanmar”) is based in Grand Rapids. Legal documents related to this request are with Yanmar.

Proposed Project

ASV/Yanmar is planning an expansion of its Grand Rapids production facility to meet increased production of Compact Track Loaders, the anticipated launching of new products, and the relocation of the production of mini excavators from Japan to Grand Rapids. The proposed expansion includes construction of a 32,000 square foot addition to the paint system along with related site improvements and equipment.

The project is anticipated to cost \$9.4 million and has a variety of funding sources, including an equity contribution of over 71 percent of the project costs. ASV/Yanmar anticipates adding at least 115 permanent, full-time jobs over the next two years with average hourly wages of \$37.18, exclusive of benefits. Over a five-year term, ASV/Yanmar has plans to grow employment by over 300 employees.

The project is estimated to have a completed market value of \$7,150,200, per the County Assessor. This is an increase in value of \$1,545,900. Based on Pay 2022 tax rates, it is estimated to generate an additional \$45,259 in total taxes.

Tax Abatement Request

ASV/Yanmar has requested \$234,000 in tax abatement assistance from the City of Grand Rapids and \$196,566 in tax abatement assistance from Itasca County to assist with the construction of the proposed expansion. The term of the tax abatement would not exceed 20 years.

Proposed Tax Abatement for ASV/Yanmar

After review of the project information submitted by ASV/Yanmar, we conclude the tax abatement requests of \$234,000 from the City and \$196,566 from the County can be justified for this project. This total request equates to about 5 percent of the total project cost.

It is recommended that assistance be provided through the issuance of pay-as-you-go notes issued by the participating jurisdictions. Under this scenario, ASV/Yanmar would pay their taxes, and semi-annual payments would be made by the City and/or County until each the Note is paid including 4.25% interest. The term of the abatement would be the lesser of the full payment of the note or up to a maximum of 20 years. The City and County may identify a shorter term.

Process and Next Steps

The City Council (the “Council”) and the County Board (the “Board”) called for public hearings at their January 23 and 24 meetings, respectively, and published notices the week of January 30.

At the February 13 meeting the Council will hold a public hearing to consider the abatement request of \$234,000. The proposed abatement would be based on the increase over the current tax capacity. Therefore, the City would continue to receive the taxes on the current value throughout the term of the abatement. It is estimated that the annual taxes abated by the City will be \$22,659.

At the February 14 meeting the Board will hold a public hearing to consider the abatement request of \$196,566. At the February 7 meeting, the Board received information on the impacts of various tax abatement structures.

After each public hearing, the Council and Board may consider a resolution to approve the tax abatement. As part of the resolution, the Council and Board will be required to make the following findings:

*The abatement expects the benefits to the political subdivision to at least equal the costs to the political subdivision **and** the project is in the public interest because it will:*

- *Increase or preserve tax base;*
- *Provide employment opportunities;*
- *Provide or help acquire or construct public facilities;*
- *Help redevelop or renew blighted areas;*
- *Help provide access to services for residents; **and/or***
- *Finance or provide public infrastructure.*

If the abatement is approved, the City and/or County will enter into a Contract for Development with Yanmar, which will outline the terms of the assistance. Note that the City and County terms may differ.

I plan to attend both of the public hearings to answer questions related to tax abatement and the requested assistance.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: February 13, 2023

AGENDA ITEM: Consider adopting a resolution granting a property tax abatement for certain property in the City and approving a Tax Abatement Agreement with Yanmar Compact Equipment North America, Inc.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

Following the Public Hearing, the City Council will consider the recommendation provided by GREDA, any public testimony received, and the facts presented.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution granting a property tax abatement for certain property in the City and approving a Tax Abatement Agreement with Yanmar Compact Equipment North America, Inc.

TAX ABATEMENT AGREEMENT
BY AND BETWEEN
CITY OF GRAND RAPIDS, MINNESOTA,
ITASCA COUNTY, MINNESOTA
AND
YANMAR COMPACT EQUIPMENT NORTH AMERICA, INC.

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (GAF)
150 S 5th Street, Suite 700
Minneapolis, MN 55402

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	2
Section 1.1 Definitions.....	2
ARTICLE II REPRESENTATIONS AND WARRANTIES	6
Section 2.1 Representations and Warranties of the City.....	6
Section 2.2 Representations and Warranties of the County.....	6
Section 2.3 Representations and Warranties of the Developer.....	7
ARTICLE III UNDERTAKINGS BY DEVELOPER, CITY AND COUNTY.....	9
Section 3.1 City Abatement Assistance.....	9
Section 3.2 County Abatement Assistance.....	10
Section 3.3 Development of the Project.....	11
Section 3.4 Commencement and Completion of Construction.....	12
Section 3.5 Construction Plans.....	13
Section 3.6 Certificate of Completion.....	13
Section 3.7 Compliance with Environmental Requirements.....	14
Section 3.8 Limitations on Undertaking of the City and the County.....	14
Section 3.9 No Change in Use of Facility.....	14
Section 3.10 Damage and Destruction.....	14
Section 3.11 Prohibition Against Transfer of Project and Assignment of Agreement.....	14
Section 3.12 Right to Collect Delinquent Taxes.....	15
Section 3.13 Real Property Taxes.....	16
Section 3.14 Encumbrance of the Development Property.....	17
Section 3.15 Developer to Pay City and County Fees and Expenses.....	17
Section 3.16 IRRR Grant Disbursement.....	18
Section 3.17 Business Subsidy Act.....	19
Section 3.18 Records	21
ARTICLE IV EVENTS OF DEFAULT.....	22
Section 4.1 Events of Default Defined.....	22
Section 4.2 Remedies on Default.....	22
Section 4.3 No Remedy Exclusive.....	23
Section 4.4 No Implied Waiver.....	23
Section 4.5 Agreement to Pay Attorneys’ Fees and Expenses.....	23
Section 4.6 Release and Indemnification Covenants.....	23
ARTICLE V ADDITIONAL PROVISIONS	25
Section 5.1 Insurance.....	25
Section 5.2 Conflicts of Interest.....	26
Section 5.3 Titles of Articles and Sections.....	27
Section 5.4 Notices and Demands.....	27
Section 5.5 Counterparts.....	27
Section 5.6 Law Governing.....	27
Section 5.7 Duration.....	27
Section 5.8 Provisions Surviving Rescission or Expiration.....	27
Section 5.9 Superseding Effect.....	27

TABLE OF CONTENTS
(continued)

	Page
Section 5.10 Recording.....	27
Section 5.11 Relationship of Parties.....	28
Section 5.12 Interpretation; Concurrence.....	28
EXHIBIT A FORM OF CITY ABATEMENT NOTE.....	A-1
EXHIBIT B FORM OF COUNTY ABATEMENT NOTE	B-1
EXHIBIT C CERTIFICATE OF COMPLETION	C-1
EXHIBIT D PROJECT SOURCES AND USES	D-1

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (this “Agreement”), made as of the ___ day of February, 2023, by and among the CITY OF GRAND RAPIDS, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the “City”), ITASCA COUNTY, MINNESOTA, a body corporate and politic and political subdivision of the State of Minnesota (the “County”), and YANMAR COMPACT EQUIPMENT NORTH AMERICA, INC. (“YCENA”), a Delaware corporation (the “Developer”).

WITNESSETH:

WHEREAS, the Developer has requested tax abatement assistance from the City and the County in connection with an expansion of its existing manufacturing facility located within the City; and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, the City and the County have each established Tax Abatement Programs (as defined herein); and

WHEREAS, the City and the County believe that providing assistance to the Project (as hereinafter defined), and the fulfillment of this Agreement are vital and are in the best interests of the City and the County, will result in preservation and enhancement of the tax base, provide employment opportunities and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the “Minnesota Business Subsidy Act”) apply to this Agreement; and

WHEREAS, the City and the County have adopted criteria for awarding business subsidies that comply with the Business Subsidy Act after a public hearing for which notice was published in accordance with the Business Subsidy Act; and

WHEREAS, in connection with the assistance provided under this Agreement, this agreement constitutes a subsidy agreement under the Business Subsidy Act.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Administrative Costs shall have the meaning set forth in Section 3.15;

Affiliate means a corporation, partnership, association, limited liability company or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with the Developer. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise;

Agreement means this Tax Abatement Agreement, as the same may be from time to time modified, amended or supplemented;

Applicable Regulations mean building code, health or safety regulation, zoning regulation, environmental law or other law or regulation applicable to the Development Property, the Project or the Developer;

Benefit Date means the date which the City issues the Certificate of Completion to the Developer pursuant to Section 3.6 hereof;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Business Subsidy Act means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended;

Certificate of Completion means the certification provided to the Developer in accordance with Section 3.6 in the form attached hereto as **Exhibit C**;

City means the City of Grand Rapids, Minnesota;

City Pledged Tax Abatements mean 100% of the City Tax Abatements in tax-payable years 2025 through 2045;

City Tax Abatements mean a portion of the City's share of annual real estate taxes received by the City with respect to the Development Property in an amount calculated in each tax-payable year as follows: the City tax rate for such tax-payable year multiplied by the difference between the Net Tax Capacity of the Development Property as improved by the Project, as of January 2 in the prior year, less \$111,336 (i.e. the Net Tax Capacity of the Development Property, as established

by the County assessor on January 2, 2021 for taxes payable in 2022) and excluding the portion of the Net Tax Capacity attributable to the areawide tax under Minnesota Statutes, Chapter 276A, then abated in accordance with the Tax Abatement Program;

City Tax Abatement Note means the Taxable Abatement Revenue Note (YCENA Project), substantially in the form set forth in **Exhibit A** attached hereto, to be issued by the City to the Developer;

Construction Costs mean the capital costs of the Project, including the costs of labor and materials; construction management and supervision expenses; insurance and payment or performance bond premiums; architectural and engineering fees and expenses; property taxes; usual and customary fees or costs payable to the City or any other public body with regulatory authority over construction of the Project (e.g. building permits and inspection fees); the developer fee; and all other costs chargeable to the capital account of the Project under generally accepted accounting principles;

Construction Plans mean the plans, specifications, drawings and related documents for the construction of the Project which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City which are provided to and approved by the City pursuant to this Agreement;

County means Itasca County, Minnesota;

County Pledged Tax Abatements mean 100% of the County Tax Abatements in tax-payable years 2025 through 2045;

County Tax Abatements mean a portion of the County's share of annual real estate taxes received by the County with respect to the Development Property in an amount calculated in each tax-payable year as follows: the County tax rate for such tax-payable year multiplied by the difference between the Net Tax Capacity of the Development Property as improved by the Project, as of January 2 in the prior year, less \$111,336 (i.e. the Net Tax Capacity of the Development Property, as established by the County assessor on January 2, 2021 for taxes payable in 2022) and excluding the portion of the Net Tax Capacity attributable to the areawide tax under Minnesota Statutes, Chapter 276A, then abated in accordance with the Tax Abatement Program;

County Tax Abatement Note means the Taxable Abatement Revenue Note (YCENA Project), substantially in the form set forth in **Exhibit B** attached hereto, to be issued by the County to the Developer;

Developer means Yanmar Compact Equipment North America, Inc., a Delaware corporation, its successors and assigns;

Development Property means the real property located at 840 Lily Lane in the City identified as Parcel Identification Numbers 91-568-0220, 91-569-0110, 91-027-2401, 91-027-2105, 91-568-0210, 91-566-0305, 91-566-0310, 91-566-0315, 91-566-0320, 91-566-0325 and 91-566-0330, Itasca County, Minnesota;

Eligible Costs mean construction costs incurred in connection with the Project;

Event of Default means any of the events described in Section 4.1;

IRRR means the Minnesota Department of Iron Range Resources and Rehabilitation;

IRRR Grant means the grant described in Section 3.16 hereof;

Net Tax Capacity has the meaning provided in Minnesota Statutes, Section 273.13, subdivision 21b, as it may be amended from time to time;

Project means the acquisition, improvement, construction and equipping of an approximately 32,000 square foot expansion to a compact equipment production facility to be used for manufacturing including a new paint system to be owned by the Developer and located on the Development Property;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

Tax Abatement Notes means the City Tax Abatement Note and the County Tax Abatement Note;

Tax Abatement Program means the actions by the City and the County, respectively, pursuant to the Tax Abatement Act and undertaken in support of the Project, including without limitation this Agreement and the respective resolutions of the City and the County authorizing the City Tax Abatements and County Tax Abatements, respectively, and the findings of fact set forth therein;

Termination Date means the earlier of (i) February 1, 2045; (ii) any earlier date this Agreement is cancelled in accordance with the terms hereof; or (iii) the date the principal of the Tax Abatement Notes is paid or deemed paid in full in accordance with the terms hereof;

Total Development Costs mean all Construction Costs and any other costs of the development of the Project to be incurred by the Developer as set forth in **Exhibit D** attached hereto; and

Unavoidable Delays mean delays, outside the control of the Developer, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, acts of war or terrorism, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City or the County, with respect to their respective obligations only) which directly result in delays, acts of the public enemy or acts of terrorism, events or acts of governmental authorities or third parties in connection with a declared state of Minnesota or national emergency or pandemic (such as an Executive Order from the Governor) which directly result in delays, including, without

limitation a mandatory quarantine or shelter in place of equivalent order, and discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City's Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) The City proposes, subject to the further provisions of this Agreement, to provide certain financial assistance to the Developer for certain Eligible Costs incurred in connection with the Project as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the City's Tax Abatement Program.

(5) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the County. The County makes the following representations and warranties:

(1) The County is a body corporate and politic and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The County Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) The County proposes, subject to the further provisions of this Agreement, to provide certain financial assistance to the Developer for certain Eligible Costs incurred in connection with the Project as further provided in this Agreement.

(4) The County has made the findings required by the Tax Abatement Act for the County's Tax Abatement Program.

(5) The County makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.3 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder and, by doing so, is not in violation of its articles, bylaws or any local, state or federal laws.

(2) The Developer is a corporation validly existing under the laws of the State.

(3) The Developer has, or will acquire, fee title to the Development Property.

(4) If and when constructed, the Developer will cause the Project to be constructed in accordance with this Agreement and all City, County, State and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations including the Americans with Disabilities Act).

(5) Before the Project may be constructed, the Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable City, County, State, and federal laws and regulations.

(6) The Project would not be undertaken by or on behalf of the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(7) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(8) The Developer will cooperate fully with the City and the County with respect to any litigation commenced with respect to the Project.

(9) To the knowledge of the undersigned, no Councilmember or officer of the City, nor any Commissioner or officer of the County will benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

(10) The Developer understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the City has not represented that development of the Development Property will be favored over the development of other properties.

(11) The Developer understands that the County may subsidize or encourage the development of other developments in the County, including properties that compete with the

Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the County has not represented that development of the Development Property will be favored over the development of other properties.

ARTICLE III

UNDERTAKINGS BY DEVELOPER, CITY AND COUNTY

Section 3.1 City Abatement Assistance.

(1) *Generally.* The City shall reimburse the Developer for Eligible Costs actually incurred and paid in connection with the Project in an amount not to exceed \$234,000 (the “City Reimbursement Amount”) by issuing the City Tax Abatement Note to the Developer in a principal amount equal to the City Reimbursement Amount, in substantially the form set forth in **Exhibit A** attached hereto, only when: (A) the City and the County have issued the Certificate of Completion in accordance with Section 3.6 hereof, (B) the Developer has submitted to the City paid invoices for Eligible Costs of the Project and (C) the Developer has paid all of the City’s Administrative Costs required to have been paid as of such date in accordance with Section 3.15 hereof (collectively, the “Issue Date”). The invoices submitted pursuant to clause (B) hereof shall evidence different Eligible Costs than those invoices submitted pursuant to Section 3.2(1)(B). The City Tax Abatement Note shall be secured solely by City Pledged Tax Abatements. The City Tax Abatement Note shall bear interest at a rate of 4.75% per annum.

(2) *Payment Dates.* The City will pay the City Pledged Tax Abatements to the Developer on each August 1 and February 1 (each a “Payment Date”), provided that if any such Payment Date is not a Business Day the Payment Date shall be the next succeeding Business Day, commencing on the later of August 1, 2025 or the first February 1 or August 1 after the Issue Date, through and including the Termination Date.

(3) *City Pledged Tax Abatements, Semi-Annual Amount.* City Pledged Tax Abatements will be paid in semi-annual installments equal to the City Pledged Tax Abatements actually received by the City in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the payments of City Pledged Tax Abatements under this paragraph in each year may not exceed the Statutory Cap described in paragraph (5) of this Section and total payments of principal and interest under the City Tax Abatement Note over its term shall not exceed \$360,683 which is the maximum amount of City Tax Abatements set forth in the City Tax Abatement Program. Payments on each Payment Date shall be subject to the qualification described in Section 3.13 in the case of a pending Tax Appeal (as defined in Section 3.13).

(4) *Qualifications.* The Developer acknowledges that:

(a) it has not relied on any representations of the City, or any of its officers, agents, or employees, and has not relied on any opinion of any attorney of the City, as to the Federal or State income tax consequences relating to the payment of City Tax Abatements under this Section.

(b) the City shall in no event be obligated to make any City Tax Abatement payment under this Section to the Developer unless and until (i) all ad valorem property taxes due and payable with respect to the Development Property as of the applicable

Payment Date have been paid in full and (ii) the City has received from the County or any other source as provided by law an ad valorem property tax distribution that includes all or any portion of the City Pledged Tax Abatements.

(c) all estimates of City Tax Abatements that have been prepared by or on behalf of the City have been done for the City's use only and neither the City nor its consultants shall have liability to the Developer if the actual City Tax Abatements are less than the amounts estimated.

(5) *Statutory Cap.* The Developer further acknowledges that the total City Pledged Tax Abatements attributable to any calendar year (i.e., the combined payments on Payment Dates of August 1 and the following February 1) may not exceed the greater of \$200,000 or 10% of the City's Net Tax Capacity for that tax-payable year (the "Statutory Cap"), all pursuant to Section 469.1813, Subdivision 8 of the Abatement Act. The City has previously utilized abatements under the Abatement Act for other projects in the City. The City reasonably expects that the Statutory Cap will not cause the City Pledged Tax Abatements under this Agreement to be reduced; however, the Developer acknowledges that, during the term of the tax abatement under this Section, if the total abatements payable by the City under the Tax Abatement Act in any year would exceed the Statutory Cap, the Statutory Cap is allocated first to the City's existing abatement obligations, second to the City Pledged Tax Abatements payable under this Agreement, and third to any other tax abatements granted after the date of this Agreement.

Section 3.2 County Abatement Assistance.

(1) *Generally.* The County shall reimburse the Developer for Eligible Costs actually incurred and paid in connection with the Project in an amount not to exceed \$196,566 (the "County Reimbursement Amount") by issuing the County Tax Abatement Note to the Developer in a principal amount equal to the County Reimbursement Amount, in substantially the form set forth in **Exhibit A** attached hereto, only when: (A) the City and the County have issued the Certificate of Completion in accordance with Section 3.6 hereof, (B) the Developer has submitted to the County paid invoices for Eligible Costs of the Project, and (C) the Developer has paid all of the County's Administrative Costs required to have been paid as of such date in accordance with Section 3.15 hereof (collectively, the "Issue Date"). The invoices submitted pursuant to clause (B) hereof shall evidence different Eligible Costs than those invoices submitted pursuant to Section 3.1(1)(B). The County Tax Abatement Note shall be secured solely by County Pledged Tax Abatements. The County Tax Abatement Note shall bear interest at a rate of 4.75% per annum.

(2) *Payment Dates.* The County will pay the County Pledged Tax Abatements to the Developer on each August 1 and February 1 (each a "Payment Date"), provided that if any such Payment Date is not a Business Day the Payment Date shall be the next succeeding Business Day, commencing on the later of August 1, 2025 or the first February 1 or August 1 after the Issue Date, through and including the Termination Date.

(3) *County Pledged Tax Abatements, Semi-Annual Amount.* County Pledged Tax Abatements will be paid in semi-annual installments equal to the County Pledged Tax Abatements actually received by the County in the 6-month period before each Payment Date. Notwithstanding

anything to the contrary herein, the payments of County Pledged Tax Abatements under this paragraph in each year may not exceed the Statutory Cap described in paragraph (5) of this Section total payments of principal and interest under the County Tax Abatement Note over its term shall not exceed \$329,033 which is the maximum amount of County Tax Abatements set forth in the County Tax Abatement Program. Payments on each Payment Date shall be subject to the qualification described in Section 3.13 in the case of a pending Tax Appeal (as defined in Section 3.13).

(4) *Qualifications.* The Developer acknowledges that:

(a) it has not relied on any representations of the County, or any of its officers, agents, or employees, and has not relied on any opinion of any attorney of the County, as to the Federal or State income tax consequences relating to the payment of County Tax Abatements under this Section.

(b) the County shall in no event be obligated to make any County Tax Abatement payment under this Section to the Developer unless and until (i) all ad valorem property taxes due and payable with respect to the Development Property as of the applicable Payment Date have been paid in full and (ii) the County has received from any source as provided by law an ad valorem property tax distribution that includes all or any portion of the County Pledged Tax Abatements.

(c) all estimates of County Tax Abatements that have been prepared by or on behalf of the County have been done for the County's use only and neither the County nor its consultants shall have liability to the Developer if the actual County Tax Abatements are less than the amounts estimated.

(5) *Statutory Cap.* The Developer further acknowledges that the total County Pledged Tax Abatements attributable to any calendar year (i.e., the combined payments on Payment Dates of August 1 and the following February 1) may not exceed the greater of \$200,000 or 10% of the County's Net Tax Capacity for that tax-payable year (the "Statutory Cap"), all pursuant to Section 469.1813, Subdivision 8 of the Abatement Act. The County has previously utilized abatements under the Abatement Act for other projects in the County. The County reasonably expects that the Statutory Cap will not cause the County Pledged Tax Abatements under this Agreement to be reduced; however, the Developer acknowledges that, during the term of the tax abatement under this Section, if the total abatements payable by the County under the Tax Abatement Act in any year would exceed the Statutory Cap, the Statutory Cap is allocated first to the County's existing abatement obligations, second to the County Pledged Tax Abatements payable under this Agreement, and third to any other tax abatements granted after the date of this Agreement.

Section 3.3 Development of the Project.

(1) The costs of the Project shall be paid by the Developer and none of such costs shall be paid by the City or the County except as reimbursed as specifically provided in this Agreement.

(2) The Developer will construct the Project or cause the Project to be constructed in accordance with the Construction Plans approved by the City and the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(4) Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or procedures under its zoning laws or construction permit processes and policies.

(5) The Developer will not construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement or has been approved by the utility involved.

(6) The Developer will cooperate fully with the City and the County in resolving, in accordance with any Applicable Regulations, any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(7) The Developer, at its own expense, will replace any public facilities and public utilities damaged during the construction of the Project, in accordance with the technical specifications, standards and practices of the owner thereof.

(8) The Developer at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in commercially reasonable good repair and condition.

(9) The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request the City and the County, furnish the City and the County with proof of payment of premiums on insurance of amounts and coverages normally held by owners of property similar to the Project.

Section 3.4 Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer will commence construction of the Project by July 1, 2023 and be substantially completed by July 1, 2024.

The Project will be constructed by the Developer on the Development Property in conformity with this Agreement and the Construction Plans approved by the City and the County. No changes shall be made to the Construction Plans for the Project without the City's and the County's prior written approval unless the aggregate of such changes does not increase or decrease the Total Development Costs of the Project by more than 5%. Prior to completion, upon the request of the City or the County, and subject to applicable safety rules, the Developer will provide the City and the County reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction of

the Project, the Developer will deliver progress reports to the City from time to time as mutually agreed upon by the City or the County and the Developer.

Section 3.5 Construction Plans.

(1) Prior to the commencement of construction of the Project, the Developer will deliver to the City and the County the Construction Plans. The City and the County shall promptly review any Construction Plans upon submission and deliver to the Developer a written statement approving the Construction Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans. The City and the County will approve the Construction Plans only if the Construction Plans (i) substantially conform to the terms and conditions of this Agreement; (ii) are consistent with the goals and objectives of the Tax Abatement Program; (iii) comply with the site plan, including without limitation using consistent construction materials and architectural style; and (iv) do not violate any applicable federal, State or local laws, ordinances, rules or regulations. If the Construction Plans are not approved by the City or the County, then the Developer shall make such changes as the City or the County may reasonably require and resubmit the Construction Plans to the City or the County, as applicable, for approval.

(2) The approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the City or the County does not constitute a representation or warranty by the City or the County that the Construction Plans or the Project comply with any Applicable Regulations, or that the Project will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the requirements of the Developer or any other users of the Project. Approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the City or the County will not constitute a waiver of an Event of Default. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans from any City or County department.

Section 3.6 Certificate of Completion. The Developer shall notify the City and the County when construction of the Project has been substantially completed. The City and the County shall within 15 Business Days thereafter inspect the Project in order to determine whether the Project has been constructed in substantial conformity with this Agreement and the approved Construction Plans. If the City and the County determine that the Project has not been constructed in substantial conformity with this Agreement and the approved Construction Plans, the City and the County shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Project has not been constructed in substantial conformity with the approved Construction Plans and Developer shall promptly remedy such deficiencies. Promptly upon determining that the Project has been constructed in substantial conformity with this Agreement and the approved Construction Plans, the City and the County will furnish to the Developer a Certificate of Completion in the form set forth in **Exhibit C** attached hereto certifying the completion of the Project. The Certificate of Completion issued for the Project shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement to construct the Project and any provisions under this Agreement which state that they terminate upon the delivery of the Certificate of Completion. The Developer may cause the Certificate of

Completion to be recorded in the proper office for recordation of deeds and other instruments pertaining to the Development Property.

Section 3.7 Compliance with Environmental Requirements.

(1) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(2) The City and the County make no warranties or representations regarding, nor do they indemnify the Developer with respect to, the existence or nonexistence on, anywhere within or in the vicinity of the Development Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 961-9657, as amended) (collectively, the “Hazardous Substances”).

(3) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

(4) The Developer waives any claims against the City and the County, for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the Development Property.

Section 3.8 Limitations on Undertaking of the City and the County. Notwithstanding the provisions of Sections 3.1 and 3.2, neither the City nor the County shall have any obligation to the Developer under this Agreement to reimburse the Developer for the Eligible Costs of the construction of the Project, if either the City or the County, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.9 No Change in Use of Project. During the term of this Agreement, the Developer shall continue to operate the Project as a manufacturing facility. A failure to comply with this Section shall be an Event of Default in accordance with Section 4.1 hereof.

Section 3.10 Damage and Destruction. In the event of damage or destruction of the Project the Developer shall repair or rebuild the Project or cause the Project to be repaired or rebuilt.

Section 3.11 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date the Developer shall not transfer this Agreement, the Tax Abatement Note, or the Development Property or the Project or any part thereof or any interest therein, except to an Affiliate with written notice to the City and the County and without the prior written approval of both the City and the County, which approval shall not

be unreasonably withheld, conditioned or delayed. The City and the County shall both be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City and the County, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City and the County shall, for itself and its successors and assigns, and expressly for the benefit of the City and the County, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City and the County for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

(4) Any proposed transferee of the City Tax Abatement Note shall execute and deliver to the City an acknowledgment regarding the limitations of the City Tax Abatement Note in a form satisfactory to the City.

(5) Any proposed transferee of the County Tax Abatement Note shall execute and deliver to the County an acknowledgment regarding the limitations of the County Tax Abatement Note in a form satisfactory to the County.

(6) There shall be submitted to the City and the County for review all instruments and other legal documents involved in effecting transfer, and if approved by the City and the County, its approval shall be indicated to the Developer in writing.

(7) The Developer shall have paid all reasonable legal fees and expenses of the City and the County, including fees of the City Attorney's office, the County Attorney's office and outside counsel retained by the City and the County to review the documents submitted to the City and the County in connection with any transfer.

If the City or the County reject the request for approval of an assignment as inadequate, it will do so in writing specifying the basis for the rejection.

In the event the foregoing conditions are satisfied, then the Developer will be released from its obligations under this Agreement.

Section 3.12 Right to Collect Delinquent Taxes. The Developer acknowledges that the City and County are providing substantial aid and assistance in furtherance of the Project through issuance of the Tax Abatement Notes. The Developer understands that the City Pledged Tax Abatements and the County Pledged Tax Abatements are derived from real estate taxes on the Development Property, which taxes must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Project. The Developer

acknowledges that this obligation creates a contractual right on behalf of the City and the County to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the County auditor. In any such suit, the City and the County shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 3.13 Real Property Taxes. The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law. The Developer shall, so long as this Agreement remains in effect, pay or cause to be paid all real property taxes with respect to all parts of the Development Property acquired, owned or leased by it or which are payable pursuant to any statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Development Property (or part thereof).

The Developer further acknowledges that failure of the Developer to commence and complete the Project as set forth in Section 3.4 hereof could reduce the City Pledged Tax Abatements below the City Reimbursement Amount and the County Pledged Tax Abatements below the County Reimbursement Amount. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, “tax statute” does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, “tax statute” does not include any local ordinance or resolution levying a tax;

(3) The Developer shall notify the City and the County within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a “Tax Appeal”). If as of any Payment Date, any Tax Appeal is then pending, the City and the County will withhold their respective Pledged Tax Abatements. The City and the County will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of

the respective Pledged Tax Abatements, as applicable, attributable to the disputed tax payments is finalized.

Section 3.14 Encumbrance of the Development Property. Until the issuance of a Certificate of Completion, without the prior written consent of the City and the County, which will not be unreasonably withheld or delayed, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property except for the purpose of obtaining funds only to the extent necessary for financing or refinancing the acquisition, renovation, construction and operation of the Project (including, but not limited to, land and building acquisition, labor and materials, professional fees, development fees, real estate taxes, reasonably required reserves, construction interest, organization and other direct and indirect costs of development and financing, costs of renovating the Project, and an allowance for contingencies) including without limitation land use restriction agreements in connection with such financings.

Section 3.15 Developer to Pay City and County Fees and Expenses. The Developer will pay all the City's and County's Administrative Costs (as defined below). For the purposes of this Agreement, the term "Administrative Costs" means reasonable out of pocket costs incurred by the City and the County together with staff and consultant (including legal, financial adviser, etc.) costs of the City and the County, all attributable to or incurred in connection with establishing the Tax Abatement Program and review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and review and approvals of other documents and agreements in connection with the Project and any amendments thereto.

The City acknowledges that the Developer has previously deposited with the City \$5,000 for the payment of Administrative Costs. [The County acknowledges that the Developer has previously deposited with the County \$_____, including a \$_____ nonrefundable administrative fee and \$_____ for the payment of Administrative Costs.] If Administrative Costs exceed either amount, then the Developer shall deposit additional funds as requested by the City and the County to cover ongoing Administrative Costs. The Developer agrees to pay all reasonable Administrative Costs within 15 days of the City's or the County's written request, supported by suitable billings, receipts or other evidence of the amount and nature of Administrative Costs incurred. Upon termination of this Agreement in accordance with its terms, the Developer remains obligated under this Section for Administrative Costs incurred through the Termination Date. Any funds deposited with the City or the County by the Developer and not expended by the City or the County for Administrative Costs on or before the date of issuance of the City Tax Abatement Note or the County Tax Abatement Note will be returned to the Developer without interest.

In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Development Property are required to be paid, or additional funds deposited in escrow, as provided in accordance with the City's or the County's planning, zoning, and building fee schedules. The Developer shall pay all other normal and

customary City and County fees and expenses, unless otherwise specified in this Agreement, for the approval and construction of the Project.

Section 3.16. IRRR Grant Disbursement.

(a) To finance a portion of the costs (the “Grant-Eligible Costs”) of site infrastructure and certain other improvements (the “Grant-Eligible Activities”) as described in the State of Minnesota Grant Contract Agreement, dated April 19, 2022, between the City and the State of Minnesota acting through the Commissioner of the IRRR (“Grant Agreement”), the City has applied for and received a grant from the IRRR in the maximum amount of \$350,000 (the “IRRR Grant”).

(b) The City will pay or reimburse the Developer for Grant-Eligible Costs from and to the extent of proceeds of the IRRR Grant, in accordance with the terms of the approved and executed Grant Agreement and the terms of this Section. **Notwithstanding anything to the contrary herein, if Grant-Eligible Costs exceed the amount to be reimbursed under this Section, such excess shall be the sole responsibility of the Developer (except to the extent reimbursable from Tax Abatement Notes).**

(c) The Developer will be the general contractor for the Grant-Eligible Activities on the Redevelopment Property. When selecting a contractor to perform the Grant-Eligible Activities, the Developer shall comply with all requirements of Minnesota Statutes, Section 471.354 (the “Public Bidding Act”) and Section 4.3 of the Grant Agreement, as directed by the City. The Developer’s compliance with the Public Bidding Act shall be determined by the City in its sole discretion. The Developer shall comply in all respects with the requirements of the Grant Agreement as if it were the “Grantee” thereunder.

(d) All disbursements from the proceeds of the IRRR Grant will be made by the City to the Developer subject to the following conditions precedent that on the date of such disbursement:

(1) The City has received a written statement from the Developer’s authorized representative certifying with respect to each payment: (a) that none of the items for which the payment is proposed to be made has formed the basis for any payment previously made under this Section or under Sections 3.1 or 3.2 (or before the date of this Agreement); (b) that each item for which the payment is proposed is a Grant-Eligible Cost; and (c) that the Developer reasonably anticipates completion of the Grant-Eligible Activities in accordance with the terms of this Agreement and the Grant Agreement.

(2) No Event of Default under this Agreement or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

(3) No license or permit necessary for undertaking the Grant-Eligible Activities shall have been revoked or the issuance thereof subjected to challenge before any court or other governmental authority having or asserting jurisdiction thereover.

(4) Developer has submitted, and the City has approved, Construction Plans for the Project in accordance with Section 3.5 hereof.

(5) Developer has submitted paid invoices or other comparable evidence satisfactory to the City to demonstrate that the Grant-Eligible Cost has been incurred and paid or is payable by the Developer.

(6) All requirements of the Grant Agreement that are to be performed or complied with by the Developer prior to the date of such disbursement have been met.

(e) Whenever the Developer desires a disbursement to be made hereunder, which shall be no more often than monthly, the Developer shall submit to the City a draw request in the form approved by the IRRR to the City accompanied by paid invoices or other comparable evidence that the cost has been incurred and paid or is payable by Developer. Each draw request shall constitute a representation and warranty by the Developer that all representations and warranties set forth in this Agreement are true and correct as of the date of such draw request. After submission of the draw request, if the Developer has performed all of its agreements and complied with all requirements to be performed or complied with under the Grant Agreement and hereunder, including satisfaction of all applicable conditions precedent contained in Article III hereof, the City shall submit such request to the IRRR and make a disbursement to the Developer in the amount of the requested disbursement or such lesser amount as shall be approved, within thirty (30) Business Days after the date of the City's receipt of the draw request, or, if later, upon receipt of grant proceeds from the IRRR. Each disbursement shall be paid solely from the proceeds of the IRRR Grant, subject to the City's and the IRRR's determination that the relevant Grant-Eligible Cost is payable from the IRRR Grant under the Grant Agreement. The City has no obligation to provide proceeds of the IRRR Grant unless and until such funds are disbursed by the IRRR.

(f) The making of the final disbursement by the City under this Section shall be subject to the condition precedent that the Developer shall be in compliance with all conditions set forth in this Section and further, that the City shall have received a lien waiver from each contractor for all work done and for all materials furnished by it for the Grant-Eligible Costs.

(g) The City may, in its sole discretion, without notice to or consent from any other party, waive any or all conditions for disbursement set forth in this section. However, the making of any disbursement prior to fulfillment of any condition therefor shall not be construed as a waiver of such condition, and the City shall have the right to require fulfillment of any and all such conditions prior to authorizing any subsequent disbursement.

Section 3.17 Business Subsidy Act. The provisions of this Section constitute the business subsidy agreement for the purposes of the Business Subsidy Act.

(1) *General Terms*. The parties agree and represent to each other as follows:

(a) The subsidy provided to the Developer consists of the Tax Abatement Notes and the IRRR Grant, representing a total subsidy of \$710,683 from the City and \$329,033 from the County.

(b) The public purposes of the subsidy are to facilitate industrial development in the City and the County, help an existing company expand in the City, increase net jobs in the City, the County and the State (including construction jobs), and increase and maintain the tax base of the City, the County and the State.

(c) The goals for the subsidy are to secure development of the Project on the Development Property, to maintain such improvements as a manufacturing facility for the time period described in clause (f) below and to create the jobs and wage levels in accordance with Section 3.17(2) hereof.

(d) If the goals described in clause (c) are not met, the Developer must make the payments to the City and the County described in Section 3.17(3).

(e) The subsidy is needed to mitigate the cost of site and building improvements to complete the Project on the Development Property.

(f) The Developer must continue operation of the Project as a “Qualified Facility” for at least 5 years after the Benefit Date. The term Qualified Facility means a manufacturing facility. The Project will be a Qualified Facility as long as it is operated by Developer for the aforementioned qualified uses. During any period when the Project is vacant and not operated for the aforementioned qualified uses, the Project will not constitute a Qualified Facility.

(g) The Developer’s parent corporation is Yanmar America Corporation.

(h) In addition to the Tax Abatement Notes and the IRRR Grant, the Developer has received a grant from the Minnesota Investment Fund Program administered by the State of Minnesota Department of Employment and Economic Development and to be loaned to the Developer by the Grand Rapids Economic Development Authority in the amount of \$450,000 (the “MIF Grant”) and financing from the IRRR in the amount of \$1,000,000 (the “IRRR Direct Grant”) in connection with developing the Project on the Development Property. Other than the City Tax Abatement Note, the County Tax Abatement Note, the MIF Grant, the IRRR Grant and the IRRR Direct Grant, the Developer has not received, and does not expect to receive, financial assistance from any other “grantor” as defined in the Business Subsidy Act, in connection with the Project.

(2) *Job and Wage Goals.* By the Compliance Date, which is the date two (2) years after the Benefit Date, the Developer shall (i) create at least 115 full-time equivalent jobs at the Project, and (ii) cause the average hourly wage of the 115 created jobs to be at least \$37.18 per hour, exclusive of benefits. Notwithstanding anything to the contrary herein, if the wage and job goals described in this paragraph are met by the Compliance Date, those goals are deemed satisfied as of the date such wage and job goals are met, despite the Developer’s continuing obligations under Sections 3.17(1)(f) and 3.15(4). The City and County may, after a public hearing, extend the Compliance Date by up to one year, provided that nothing in this section will be construed to limit the City or the County’s legislative discretion regarding this matter.

(3) *Remedies.* If the Developer fails to meet the goals described in Section 3.17(1)(c), the Developer shall repay to the City and the County, respectively, upon written demand from the City or the County a “pro rata share” of the amounts paid by the City or the County to the Developer under the City Tax Abatement Note, the IRRR Grant and the County Tax Abatement Note, as applicable. The term “pro rata share” means percentages calculated as follows:

(a) if the failure relates to the number of jobs, the jobs required less the jobs created, divided by the jobs required;

(b) if the failure relates to wages, the number of jobs required less the number of jobs that meet the required wages, divided by the number of jobs required;

(c) if the failure relates to maintenance of the Project as a Qualified Facility in accordance with Section 3.17(1)(f), 60 less the number of months of operation as a Qualified Project (where any month in which the Qualified Facility is in operation for at least 15 days constitutes a month of operation), commencing on the Benefit Date and ending with the date the Qualified Facility ceases operation as determined by the City and the County, divided by 60; and

(d) if more than one of clauses (a) through (c) apply, the sum of the applicable percentages, not to exceed 100%.

Nothing in this Section shall be construed to limit the City’s and the County’s remedies under Section 4.2 hereof. In addition to the remedy described in this Section and any other remedy available to the City and the County for the Developer’s failure to meet the goals stated in Section 3.17(1)(c), the Developer agrees and understands that it may not receive a business subsidy from the City, the County or any grantor (as defined in the Business Subsidy Act) for a period of 5 years from the date of the failure or until the Developer satisfies its repayment obligation under this Section, whichever occurs first.

(4) *Reports.* The Developer must submit to the City and the County a written report regarding the business subsidy goals detailed in this Section 3.17 and results by no later than February 1 of each year commencing February 1, 2024 and continuing until the later of (a) the date the goals stated Section 3.17(1)(c) are met; (b) 30 days after expiration of the period described in Section 3.17(1)(f); or (c) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.17(3). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The City and the County will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this Section, the City and the County will mail the Developer a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the City and/or the County, as applicable, a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is \$1,000.

Section 3.18 Records. The City and the County, through any authorized representatives, shall have the right at all reasonable times after reasonable notice to inspect, examine and copy all books and records of Developer relating to the Project. Such records shall be kept and maintained by Developer through the Termination Date.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay or cause to be paid any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project or the Development Property.

(2) Failure by the Developer to construct or cause the Project to be constructed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) If the Developer shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 60 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 60 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City and/or the County, as specified, may take any one or more of the following actions after the giving of 30 days’ written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has 30 days within which to cure said Event of Default. If the Event of Default has not been cured within said 30 days or a reasonable period of time, not exceeding 90 days, if the Event of Default cannot be reasonably cured within such 30-day period and Developer has commenced and is diligently pursuing a cure of the default:

(1) The City may suspend its performance under this Agreement and the City Tax Abatement Note, without interest, until the default is cured or, in the discretion of the City, if it

receives assurances from the Developer, deemed adequate by the City in its sole discretion, that the Developer will cure its default and continue its performance under this Agreement.

(2) The County may suspend its performance under this Agreement and the County Tax Abatement Note, without interest, until the default is cured or, in the discretion of the City, if it receives assurances from the Developer, deemed adequate by the County in its sole discretion, that the Developer will cure its default and continue its performance under this Agreement.

(3) The City may terminate the Tax Abatement Program and cancel and rescind this Agreement and the City Tax Abatement Note.

(4) The County may terminate the Tax Abatement Program and cancel and rescind this Agreement and the County Tax Abatement Note.

(5) The City and the County may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City and the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. If the Developer shall default under any of the provisions of this Agreement, and the City or the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will on demand therefor reimburse the City and the County for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer releases from and covenants and agrees that the City and the County, and their governing bodies' members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or

death of any person occurring at or about or resulting from any defect in the Project, except to the extent caused by any willful or wanton misconduct of the Indemnified Parties.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City or the County in this Agreement.

(3) All covenants, stipulations, promises, agreements and obligations of the City and the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the County and not of any governing body member, officer, agent, servant or employee of the City or the County. The City, the County and their governing body members, officers, agents, servants and employees shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be related the Project due to any act of negligence of any person.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Insurance

(1) The Developer will provide and maintain at all times during the process of constructing the Project an All-Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City or the County, furnish the City or the County with proof of payment of premiums on policies covering the following:

(a) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to 100% of the aggregate principal amount of the Tax Abatement Notes, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interests of the City and the County shall be protected in accordance with a clause in form and content satisfactory to the City and the County;

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City and the County shall be listed as additional insured parties on the policy; and

(c) Workers' compensation insurance, with statutory coverage, provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(2) Upon completion of construction of the Project and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City or the County shall furnish proof of the payment of premiums on, insurance as follows:

(a) Insurance against loss and/or damage to the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(b) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000, and shall be endorsed to show the City and the County as additional insured parties.

(c) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(3) All insurance required in this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer that are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City and the County, policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer, the City and the County at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City and the County a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

(4) The Developer agrees to notify the City and County immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. In such event the Developer will forthwith repair, reconstruct, and restore the Project to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction and restoration of the Project regardless of whether the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction, and restoration shall be the property of the Developer.

A failure to promptly repair, reconstruct and restore the Project as required by this Section 5.1(4) will be considered an Event of Default under this Agreement and the City and/or the County may suspend payments on the City Tax Abatement Note or the County Tax Abatement Note, as applicable, or exercise any other remedies provided in Section 4.2 hereof.

(5) All of the insurance provisions set forth in this Section shall terminate upon the termination of this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City or the County shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City or the County shall be personally liable to the City or the County in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Yanmar Compact Equipment North America, Inc.
840 Lily Lane
Grand Rapids, MN 55744
Attention: Melissa How, CFO_

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744
Attn: City Administrator

- (3) in the case of the County is addressed to or delivered personally to the County at:

Itasca County
123 NE 4th Street
Grand Rapids, MN 55744
Attn: County Administrator

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Duration. This Agreement shall terminate on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof

Section 5.9 Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Development Property, and supersedes in all respects

all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property

Section 5.10 Recording. The City may record this Agreement and any amendments thereto with the Itasca County recorder. The Developer shall pay all costs for recording.

Section 5.11 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the City and the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the County and not of any governing body member, officer, agent, servant or employee of the City or the County.

Section 5.12 Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, the County has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

DEVELOPER:

YANMAR COMPACT EQUIPMENT
NORTH AMERICA, INC.

By _____
Name: _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of Yanmar Compact Equipment North America, Inc., a _____, on behalf of the corporation.

Notary Public

This is a signature page to the Tax Abatement Agreement by and among the City of Grand Rapids, Minnesota, Itasca County, Minnesota and Yanmar Compact Equipment North America, Inc.

CITY OF GRAND RAPIDS, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023
by _____ and _____, the Mayor and City Administrator of the
City of Grand Rapids, Minnesota, on behalf of the City.

Notary Public

This is a signature page to the Tax Abatement Agreement by and among the City of Grand
Rapids, Minnesota, Itasca County, Minnesota and Yanmar Compact Equipment North America,
Inc.

ITASCA COUNTY, MINNESOTA

By _____
Its Chair

By _____
Its County Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023
by _____ and _____, the Board Chair and County Administrator of Itasca
County, Minnesota, on behalf of the County.

Notary Public

This is a signature page to the Tax Abatement Agreement by and among the City of Grand Rapids,
Minnesota, Itasca County, Minnesota and Yanmar Compact Equipment North America, Inc.

EXHIBIT A

FORM OF CITY TAX ABATEMENT NOTE

**UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS**

No. R-1

[\$234,000]

**TAXABLE ABATEMENT REVENUE NOTE
(YCENA PROJECT)**

Interest Rate:
4.75%

Date of
Original Issue

Itasca City, Minnesota (the “Issuer”), hereby acknowledges itself to be indebted and, for value received, promises to pay to the order of Yanmar Compact Equipment North America, Inc., or registered assigns (the “Owner”), solely from the source, to the extent and in the manner hereinafter provided, the principal sum in an amount not to exceed **[\$234,000]**, together with interest at the rate of 4.75% per annum from the Date of Original Issue stated above. This City Tax Abatement Note (this “Note”) is given in accordance with that certain Tax Abatement Agreement between the Issuer and the Owner, dated as of _____, 2023 (the “Agreement”). Capitalized terms used and not otherwise defined herein shall have the meaning provided for such terms in the Agreement unless the context clearly requires otherwise.

Payments of principal and accrued interest on this Note (each a “Payment”) shall be payable in semi-annual installments payable on each February 1 and August 1, (the “Payment Dates”) provided that if any such Payment Date is not a Business Day the Payment Date shall be the next succeeding Business Day, commencing on August 1, 2025 and ceasing the earlier of (i) February 1, 2045; or (ii) any earlier date the Agreement is cancelled in accordance with the terms thereof; or (iii) the date the principal of this Note is paid or deemed paid in full in accordance with the terms hereof, the “Final Maturity Date.”

Each Payment shall be in an amount equal to the amount of City Pledged Tax Abatements (as defined in the Agreement) actually received by the Issuer in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the payments of City Tax Abatements under this paragraph in each year may not exceed the Statutory Cap (as defined in the Agreement) and the payment on each Payment Date shall be subject to the qualification described in Section 3.13 of the Agreement in the case of a pending Tax Appeal. Payments are subject to

prepayment at the option of the Issuer in whole or in part on any date after the Date of Original Issue stated above. All payments shall be applied first to accrued interest and second to principal. Notwithstanding anything herein to the contrary, total payments of principal and interest under the City Tax Abatement Note shall not exceed \$360,683 which is the maximum amount of City Tax Abatements set forth in the City Tax Abatement Program.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at its postal address within the United States which shall be designated from time to time by the Owner.

Payments on this Note are payable solely from City Pledged Tax Abatements (as defined in the Agreement). The pledge of City Pledged Tax Abatements is subject to all the terms and conditions of the Agreement.

The Issuer shall have no obligation to make any Payment on any Payment Date if, as of such date there has occurred and is continuing any Event of Default on the part of the Owner as defined in the Agreement. If the Event of Default is thereafter cured in accordance with the Agreement, the City Pledged Tax Abatements as of such Payment Date shall be deferred, without interest, and paid on the next Payment Date after the Event of Default is cured. If an Event of Default is not timely cured and the Issuer elects to terminate its obligation under the Agreement, the Issuer shall have no further obligations to make Payments hereunder. If an Event of Default is not timely cured and the Issuer terminates its obligation under the Agreement, the Agreement and this Note shall be deemed terminated and the Issuer shall have no further obligations hereunder. Payments under this Note may also be suspended or reduced as otherwise provided in the Agreement, in which case the Owner shall deliver this Note in exchange for a new note in the adjusted principal amount upon the request of the Issuer.

This Note shall terminate and be of no further force and effect as of, and the Issuer shall have no obligation to pay any portion of the Payments that remains unpaid after, the Final Maturity Date. Any estimates of City Tax Abatements prepared by the Issuer or its municipal advisor in connection with the City Pledged Tax Abatements and the Agreement are for the benefit of the Issuer only and are not intended as representations on which the Developer may rely. **THE ISSUER MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE CITY PLEDGED TAX ABATEMENTS WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.**

This Note is issued pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, and pursuant to the resolution of the Issuer adopted on February 14, 2023 (the "Resolution") duly adopted by the City Council of the Issuer pursuant to and in full conformity with the Constitution and laws of the State of Minnesota. This Note is a limited obligation of the Issuer, payable solely from moneys pledged to the payment of this Note under the Resolution. This Note shall not be deemed to constitute a general obligation of the State of Minnesota, or any political subdivision thereof, including, without limitation, the Issuer. Neither the State of Minnesota, nor any political subdivision thereof, including, without limitation, the Issuer, shall be

obligated to pay the principal of or interest on this Note or other costs incident hereto except from the revenues and receipts pledged therefor, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof, including, without limitation, the Issuer, is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

This Note is issuable only as a fully registered note without coupons. This Note is transferable upon the books of the Issuer kept for that purpose at the principal office of the Registrar, by the Owner hereof in person or by such owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the Issuer, duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the Issuer with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate, and maturing on the same dates.

This Note shall not be transferred to any person or entity except in accordance with Section 3.11 of the Agreement and unless the Issuer has been provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the Issuer, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. Transfer of the ownership of this Note to a person other than one permitted by this paragraph without the written consent of the Issuer shall relieve the Issuer of all of its obligations under this Note.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the Issuer outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City Council of the City of Grand Rapids, Minnesota has caused this Note to be executed by the manual signatures of the Mayor and City Administrator of the Issuer and has caused this Note to be dated as of the Date of Original Issue specified above.

CITY OF GRAND RAPIDS, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Administrator

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Administrator in the name of the person last listed below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of City Administrator</u>
_____	Yanmar Compact Equipment North America, Inc. Federal ID #82-1501649	_____

EXHIBIT B
FORM OF COUNTY TAX ABATEMENT NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA

No. R-1

[\$196,566]

TAXABLE ABATEMENT REVENUE NOTE
(YCENA PROJECT)

Interest Rate:
4.75%

Date of
Original Issue

Itasca County, Minnesota (the “Issuer”), hereby acknowledges itself to be indebted and, for value received, promises to pay to the order of Yanmar Compact Equipment North America, Inc., or registered assigns (the “Owner”), solely from the source, to the extent and in the manner hereinafter provided, the principal sum in an amount not to exceed [\$196,566], together with interest at the rate of 4.75% per annum from the Date of Original Issue stated above. This County Tax Abatement Note (this “Note”) is given in accordance with that certain Tax Abatement Agreement between the Issuer and the Owner, dated as of _____, 2023 (the “Agreement”). Capitalized terms used and not otherwise defined herein shall have the meaning provided for such terms in the Agreement unless the context clearly requires otherwise.

Payments of principal and accrued interest on this Note (each a “Payment”) shall be payable in semi-annual installments payable on each February 1 and August 1, (the “Payment Dates”) provided that if any such Payment Date is not a Business Day the Payment Date shall be the next succeeding Business Day, commencing on August 1, 2025 and ceasing the earlier of (i) February 1, 2045; or (ii) any earlier date the Agreement is cancelled in accordance with the terms thereof; or (iii) the date the principal of this Note is paid or deemed paid in full in accordance with the terms hereof, the “Final Maturity Date.”

Each Payment shall be in an amount equal to the amount of County Pledged Tax Abatements (as defined in the Agreement) actually received by the Issuer in the 6-month period before each Payment Date. Notwithstanding anything to the contrary herein, the payments of County Tax Abatements under this paragraph in each year may not exceed the Statutory Cap (as defined in the Agreement) and the payment on each Payment Date shall be subject to the qualification described in Section 3.13 of the Agreement in the case of a pending Tax Appeal. Payments are subject to prepayment at the option of the Issuer in whole or in part on any date after the Date of Original Issue stated above. All payments shall be applied first to accrued interest and

second to principal. Notwithstanding anything herein to the contrary, total payments of principal and interest under the County Tax Abatement Note shall not exceed \$329,033 which is the maximum amount of County Tax Abatements set forth in the County Tax Abatement Program.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at its postal address within the United States which shall be designated from time to time by the Owner.

Payments on this Note are payable solely from County Pledged Tax Abatements (as defined in the Agreement). The pledge of County Pledged Tax Abatements is subject to all the terms and conditions of the Agreement.

The Issuer shall have no obligation to make any Payment on any Payment Date if, as of such date there has occurred and is continuing any Event of Default on the part of the Owner as defined in the Agreement. If the Event of Default is thereafter cured in accordance with the Agreement, the County Pledged Tax Abatements as of such Payment Date shall be deferred, without interest, and paid on the next Payment Date after the Event of Default is cured. If an Event of Default is not timely cured and the Issuer elects to terminate its obligation under the Agreement, the Issuer shall have no further obligations to make Payments hereunder. If an Event of Default is not timely cured and the Issuer terminates its obligation under the Agreement, the Agreement and this Note shall be deemed terminated and the Issuer shall have no further obligations hereunder. Payments under this Note may also be suspended or reduced as otherwise provided in the Agreement, in which case the Owner shall deliver this Note in exchange for a new note in the adjusted principal amount upon the request of the Issuer.

This Note shall terminate and be of no further force and effect as of, and the Issuer shall have no obligation to pay any portion of the Payments that remains unpaid after, the Final Maturity Date. Any estimates of County Tax Abatements prepared by the Issuer or its municipal advisor in connection with the County Pledged Tax Abatements and the Agreement are for the benefit of the Issuer only and are not intended as representations on which the Developer may rely. **THE ISSUER MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE COUNTY PLEDGED TAX ABATEMENTS WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.**

This Note is issued pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, and pursuant to the resolution of the Issuer adopted on February 14, 2023 (the "Resolution") duly adopted by the Board of Commissioners of the Issuer pursuant to and in full conformity with the Constitution and laws of the State of Minnesota. This Note is a limited obligation of the Issuer, payable solely from moneys pledged to the payment of this Note under the Resolution. This Note shall not be deemed to constitute a general obligation of the State of Minnesota, or any political subdivision thereof, including, without limitation, the Issuer. Neither the State of Minnesota, nor any political subdivision thereof, including, without limitation, the Issuer, shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except from the revenues and receipts pledged therefor, and neither the full faith and credit

nor the taxing power of the State of Minnesota or any political subdivision thereof, including, without limitation, the Issuer, is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

This Note is issuable only as a fully registered note without coupons. This Note is transferable upon the books of the Issuer kept for that purpose at the principal office of the Registrar, by the Owner hereof in person or by such owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the Issuer, duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the Issuer with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate, and maturing on the same dates.

This Note shall not be transferred to any person or entity except in accordance with Section 3.11 of the Agreement and unless the Issuer has been provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the Issuer, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. Transfer of the ownership of this Note to a person other than one permitted by this paragraph without the written consent of the Issuer shall relieve the Issuer of all of its obligations under this Note.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the Issuer outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the Board of Commissioners of Itasca County, Minnesota has caused this Note to be executed by the manual signatures of the Chair and County Administrator of the Issuer and has caused this Note to be dated as of the Date of Original Issue specified above.

ITASCA COUNTY, MINNESOTA

By: _____
Its: Chair

By: _____
Its: County Administrator

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the County Administrator in the name of the person last listed below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of County Administrator</u>
_____	Yanmar Compact Equipment North America, Inc. Federal ID #82-1501649	_____

EXHIBIT C

CERTIFICATES OF COMPLETION OF PROJECT

THIS CERTIFICATE made this ____ day of _____, 20__ from the City of Grand Rapids, Minnesota, a municipal corporation existing under the Constitution and laws of the State of Minnesota (the “City”) and Itasca County, Minnesota, a body corporate and politic and political subdivision of the State of Minnesota (the “County”), for the benefit Yanmar Compact Equipment North America, Inc., a Delaware corporation (the “Developer”).

WHEREAS, the City and the County entered into a Tax Abatement Agreement (the “Agreement”), dated _____, 2023, with the Developer a requires the Developer to acquire certain real property located at 840 Lily Lane in the City, identified as Parcel Identification Numbers 91-568-0220, 91-569-0110, 91-027-2401, 91-027-2105, 91-568-0210, 91-566-0305, 91-566-0310, 91-566-0315, 91-566-0320, 91-566-0325 and 91-566-0330, Itasca County, Minnesota (the “Development Property”) and construct and equip thereon an approximately 32,000 square foot expansion to a compact equipment production facility to be used for manufacturing including a new paint system to be owned by the Developer (the “Project”);

WHEREAS, the Developer has constructed the Project in a manner deemed sufficient by the City to permit the execution of this certification;

NOW THEREFORE, the City and the County do hereby certify that the Developer has satisfactorily completed the Project in accordance with Sections 3.3 through 3.6 of the Agreement. The Developer is released and forever discharged from its obligations with respect to construction of the Project under Sections 3.3 through 3.6 of the Agreement. Any remaining obligations under the Agreement shall be solely contractual obligations of the Developer and parties to whom the Developer expressly assigns, and who expressly assume, the Developer’s obligations under the Agreement.

The City and the County have, as of the date and year first above written, set their hand hereon.

CITY OF GRAND RAPIDS, MINNESOTA

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____ the City Administrator of the City of Grand Rapids, Minnesota, on behalf of the City.

Notary Public

ITASCA COUNTY, MINNESOTA

By: _____
Its: County Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____ the County Administrator of Itasca County, Minnesota, on behalf of the County.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
KENNEDY & GRAVEN, CHARTERED (GAF)

150 S 5th Street, Suite 700
Minneapolis, MN 55402

**EXHIBIT D
PROJECT SOURCES AND USES**

Expense Description	MN IRRR	MN DEED/GREDA	YCENA/Yanmar	City	Itasca County	Total
Site Work Construction	350,000		239,000			589,000
Building Construction			2,728,500	234,000	197,000	3,159,500
A&E			107,500			107,500
Building/Site Contingency			244,000			244,000
Equipment CAPEX		450,000	1,550,000			2,000,000
Paint System CAPEX	1,000,000		2,300,000			3,300,000
	\$1,350,000	\$450,000	\$7,169,000	\$234,000	\$197,000	\$9,400,000

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION GRANTING A PROPERTY TAX ABATEMENT
FOR CERTAIN PROPERTY IN THE CITY AND APPROVING A
TAX ABATEMENT AGREEMENT WITH YANMAR COMPACT
EQUIPMENT NORTH AMERICA, INC.**

BE IT RESOLVED by the by the City Council (the “City Council”) of the City of Grand Rapids, Minnesota as follows:

Section 1. Recitals.

1.01. Yanmar Compact Equipment North America, Inc., a Delaware corporation (formerly known as ASV Holdings, Inc.), or an affiliate thereof or an entity related thereto (the “Developer”), owns the real property located at 840 Lily Lane in the City consisting of the parcels identified as PID#s 91-568-0220, 91-569-0110, 91-027-2401, 91-027-2105, 91-568-0210, 91-566-0305, 91-566-0310, 91-566-0315, 91-566-0320, 91-566-0325 and 91-566-0330 (the “Property”).

1.02. The Developer proposes to acquire, construct, improve and equip an approximately 32,000 square foot expansion to a compact equipment production facility to be used for manufacturing including a new paint system (the “Project”) to be owned and operated by the Developer.

1.03. With the Project, the Developer proposes to expand its operations, maintain jobs and and create jobs in the City and the State.

1.04. In order to assist with the costs of the Project, the City applied for and received a grant in the amount \$350,000 (the “IRRR Grant”) from the Minnesota Department of Iron Range Resources and Rehabilitation (the “IRRR”).

1.05. The IRRR and the City entered into a State of Minnesota Grant Contract Agreement effective as of April 19, 2022 (the “IRRR Grant Agreement”) and the City intends to provide proceeds of the IRRR Grant to the Developer for eligible costs of the Project as described in the IRRR Grant Agreement.

1.06. Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Abatement Act”), the Developer has also requested a property tax abatement on the Property to the Developer in order to assist in financing a portion of the costs of the Project. The proposed term of the abatement will be up to twenty (20) years in an amount not to exceed \$360,683 (consisting of principal in the amount of \$234,000 and interest at a rate of 4.75% per annum). The proposed abatement will apply to the Developer’s share of real estate taxes which relate to the construction of the Project on the Property by the Developer and not the real estate taxes on the Property that relate to the existing land and building value (the “City Abatement”). The Developer has also requested a property tax abatement on the Property from the County (the “County Abatement”).

1.05. The City Abatement and the IRRR Grant constitute business subsidies within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”).

1.06. The City, Itasca County, Minnesota (the “County”) and the Developer have caused to be prepared a Tax Abatement Agreement (the “Agreement”) setting forth the terms and conditions under which the City and the County will provide tax abatement assistance for the Project and pursuant to which the City will provide the IRRR Grant for the Project. The Agreement includes a business subsidy agreement whereby the Developer has agreed to meet certain job and wage goals in connection with the business subsidy represented by the City Abatement, the County Abatement and IRRR Grant as required by the Business Subsidy Act.

1.07. On the date hereof, the City Council conducted a duly noticed public hearing on the City Abatement, as well as the business subsidies to be provided to the Developer. The views of all interested persons were heard and considered at the public hearing.

Section 2. Findings.

2.01. The recitals set forth above are incorporated into this resolution.

2.02. It is hereby found and determined that the benefits to the City from the City Abatement will be at least equal to the costs to the City of the City Abatement, because (a) based on representations of the Developer, the City believes that the development to be facilitated is not reasonably likely to occur absent the City Abatement and (b) the long-term taxes collected from the Property after termination of the City Abatement will exceed the amount of the City Abatement returned to the Developer.

2.03. It is hereby found and determined that the City Abatement is in the public interest because it is expected to result in the following public benefits:

(a) The City Abatement will increase the City’s tax base through the creation of an estimated \$1,545,900 increase in market value for the Property;

(b) The City Abatement will help an existing business expand in the City, the County and the State; and

(c) It will provide additional employment opportunities in the City, the County, and the State of Minnesota (the “State”).

Section 3. Actions Ratified; City Abatement Approved.

3.01. The City Council hereby ratifies all actions of the City’s staff and consultants in arranging for approval of this resolution in accordance with the Abatement Act and the Business Subsidy Act.

3.02. Subject to the provisions of the Abatement Act and the execution of the Agreement as set forth in Section 4 hereof, the City Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The term “Abatement” means the real property taxes generated in any tax-payable year by extending the City’s total tax rate for that year against the tax capacity increase resulting from the construction of the Project, excluding the tax capacity of the land and the existing buildings on the property and excluding the portion of the tax capacity attributable to the areawide tax under Minnesota Statutes, Chapter 473F, all as of January 2 in the prior year.

(b) The City will pay the Abatements in the amount, at the time, and in accordance with the terms and conditions that set forth in the Agreement.

(c) In accordance with Section 469.1813, subdivision 8 of the Abatement Act, in no year shall the City Abatement, together with all other abatements approved by the City under the Abatement Act and paid in that year exceed the greater of 10% of the net tax capacity of the City for that year or \$200,000 (the "City Abatement Cap"). The City may grant other abatements permitted under the Abatement Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the City Abatement granted pursuant to this resolution.

(d) Subject to a letter from Independent School District No. 318 declining to participate in the Abatement, the City Abatement will have a maximum term of twenty (20) years.

(e) In no event shall the total payments of the City Abatement to the Developer exceed \$360,683 (equal to the principal in the amount of \$234,000 and interest at a rate of 4.75% per annum) or continue to be paid for more than twenty (20) years as set forth in the Agreement.

(f) The City Abatement is subject to modification in accordance with the Abatement Act, subject to the terms of the Agreement.

(g) In accordance with Section 469.1815 of the Abatement Act, the City will add to its levy in each year during the term of the City Abatement the total estimated amount of current year City Abatement granted under this resolution.

(h) The City makes no warranties or representations regarding the amount or availability of the City Abatement.

Section 4. Agreement Approved.

4.01. The City believes that the development of the Project pursuant to the Agreement, and fulfillment generally of the Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents. Those public purposes include providing employment opportunities in the City, County and State, increasing the tax base in the City, the County and the State, preventing an existing business from relocating to another state, helping the expansion of an existing manufacturing facility achieve a rate of return to make expansion in the City economically feasible, and retaining and expanding a manufacturing facility in the City.

4.02. The City hereby approves the Agreement substantially in accordance with the terms set forth in the form presented to the City Council, together with any related documents necessary in connection therewith, including the City's Taxable Abatement Revenue Note and without limitation all documents, exhibits, certifications or consents referenced in or attached to the Agreement (collectively, the "Development Documents") and hereby authorizes the Mayor and City Administrator to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Development Documents on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder when all conditions precedent thereto have been satisfied.

4.03. The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the

City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf.

4.04. Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Development Documents.

Section 5. Effective Date. This resolution is effective upon execution in full of the Agreement.

Adopted on February 13, 2023 by the City Council of the City of Grand Rapids, Minnesota.

Mayor

City Clerk