

AGENDA
SARTELL CITY COUNCIL
Monday, January 26, 2015
Sartell City Hall
7:00 P.M.

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1. PLEDGE OF ALLEGIANCE

2. AGENDA REVIEW AND ADOPTION

3. OPEN FORUM/PUBLIC COMMENT *(up to 3 speakers allowed for up to 3 minutes each – no Council response or action is given to open forum comments other than possible referral to City staff or a City Board/Commission)*

4. SPECIAL PRESENTATIONS

- a. Life Saving Awards for December 11, 2014 Incident
- b. Metro Citizens Police Academy Alumni Association (MCPAAA) – taser holster check presentation
- c. Kris O’Brien – Community Education Update

5. APPROVAL OF CITY COUNCIL MINUTES

- a. January 12, 2015 – Special Meeting
- b. January 12, 2015 - Regular Meeting

6. CONSENT AGENDA

- a. Approval of voucher payments
- b. Acceptance of donations
- c. Approval of revisions to Meeting Guidelines & Rules
- d. Approval of purchase of budgeted Public Works equipment
- e. Approval of operations consultant agreement
- f. Approval of purchase of budgeted Fire Department equipment
- g. Approval of 2015 kennel permit
- h. Approval of Winkelman Contract for Mighty Ducks Grant improvements
- i. Approval of Updated Development and Regulatory Timeline
- j. Calling Public Hearing on Conditional Use Permit Request

7. OLD BUSINESS

8. NEW BUSINESS

- a. Joint Resolution of Legislative Proposals and General Policy Statements

9. CITY COUNCIL UPDATES & MISCELLANEOUS BUSINESS

10. ADJOURN

SARTELL CITY COUNCIL MEETING

MINUTES OF JANUARY 12, 2015

SPECIAL MEETING

Pursuant to due call and notice thereof, a special meeting was held on January 12, 2015 at Sartell City Hall. The meeting commenced at 5:00 PM.

COUNCIL PRESENT: Mayor Nicoll, Council members Braig Lindstrom and Lynch. Council member Peterson (due to military service) and Council member Hennes attended remotely via interactive television.

COUNCIL ABSENT: None

OTHERS PRESENT: Mary Degiovanni, City Administrator
Anita Rasmussen, Comm Dev Director/Asst. City Admin
Becky Wicklund, Account Clerk

AGENDA

A motion was made by Lynch and seconded by Peterson to adopt the agenda as presented. The motion carried unanimously.

2015 ANNUAL APPOINTMENTS

The Council discussed appointments to various commissions, committees and boards for 2015. A motion was made by Hennes and seconded by Lynch to adopt Resolution 01-2015 Making Certain Appointments for 2015. The motion carried unanimously.

COUNCIL PROCESSES

The Council discussed potential changes to their meeting guidelines and rules of order. Council consensus was for staff to formalize these changes for consent agenda approval:

- Change meeting guidelines to specify “up to 3 minutes” for open forum speakers so we can be fair and consistent in how open forum presentations are handled.
- Change meeting guidelines to specify that items removed from consent agenda will be added as business items right after consent agenda to avoid confusion about where to place those items on the agenda.
- Change rules of order to specify that discussion prior to a motion is allowable.

Mayor Nicoll expressed that she looks forward to working with the new Council as a team and building trust to accomplish good work for the City.

GOALS

Staff reviewed the existing goals list with Council to confirm which goals should carry over to 2015. Consensus was to carry over these goals:

- **Community Center:** Staff will bring back more ideas on how the Council could get more than one architectural vision and will bring back a list of construction managers with experience that might fit our needs so the Council can decide upon which ones to

request proposals from and scheduled for interview. Council was also in favor of an operations consultant contract so staff will deliver that for future consideration as well.

- **Purchase land for Town Square and start working with developers on town square**
- **Sauk River Park and Pinecone Regional Park**
- **Dog Park**
- **Re-evaluate the role of the Park Commission and its relationship to the City Council and staff:** Based on Council's discussion of what function the Park Commission could best serve, staff will get Park Commission input on reformatting to focus on existing parks and operate more like a committee that meets as needed and reports directly to the Council with their recommendations. They will not be asked to preview plats or specific park project proposals – those will come to Council without first going through Park Commission. Park Commission focus will be on existing parks to give their recommendations by direct report to the Council as and when needed. The Council can then decide whether/when to incorporate those recommendations into the City's plans and budgets.

Staff also circulated a draft of 2015 legislative priorities and asked for Council feedback at a later date.

ADJOURNMENT

Upon motion made by Braig Lindstrom and seconded by Hennes, the Mayor adjourned the meeting at 6:45 pm.

Minutes By:

Mary Degiovanni, City Administrator

Sarah Jane Nicoll, Mayor

January 12, 2015

**CITY COUNCIL MEETING
MINUTES OF JANUARY 12, 2015**

Pursuant to due call and notice thereof, a regular meeting of the Sartell City Council was held on January 12, 2015 in the Council Chambers of Sartell City Hall.

OATHS OF OFFICE

City Administrator Degiovanni administered the Oaths of Office to Mayor elect Nicoll and Council member elect Lynch. Because Council member Peterson was not able to attend the meeting due to military service, he had previously taken the Oath of Office.

Mayor Sarah Nicoll called the meeting to order at 7:00 p.m.

COUNCIL PRESENT: Mayor Nicoll, Council members: Braig-Lindstrom, Hennes (attended remotely via interactive television), and Lynch
ABSENT: Council member Peterson (due to military service)
ALSO PRESENT: Mary Degiovanni, City Administrator
Anita Rasmussen, Community Development Director/Asst. City Admin
Brad Borders, Public Works Director
Jim Hughes, Police Chief
Mike Nielson, Engineer
Judy Molitor, Recording Secretary

PLEDGE OF ALLEGIANCE

AGENDA REVIEW AND ADOPTION

A MOTION WAS MADE BY COUNCIL MEMBER BRAIG-LINDSTROM AND SECONDED BY MEMBER LYNCH APPROVING THE AGENDA AS AMENDED. THE MOTION CARRIED UNANIMOUSLY.

OPEN FORUM/PUBLIC COMMENT

None

APPROVAL OF CITY COUNCIL MINUTES

- a. December 8, 2014 Special Meeting
- b. December 8, 2014 Regular Meeting
- c. December 17, 2014 Special Meeting

A MOTION WAS MADE BY COUNCIL MEMBER HENNES AND SECONDED BY BRAIG LINDSTROM APPROVING THE MINUTES AS PRESENTED. THE MOTION CARRIED UNANIMOUSLY.

CONSENT AGENDA

- a. *December Building Permit Activity Report – Acceptance*
- b. *December Inspections Activity Report – Acceptance*
- c. *Approval of voucher payments*

January 12, 2015

- d. Acceptance of Donations*
- e. Approval of facilitator with City/Township cost sharing*
- f. Approval of Temporary Liquor License*
- g. Approval of Mill Art Project Contract*
- h. Approval of 2015 kennel permits*
- i. Approval of Joint Powers Agreement for Legal Services*
- j. Approval of 2015 refuse hauler licenses*
- k. Approval of CHD Proclamation 2015*
- l. Calling special Council meeting at 5:00 pm on February 9, 2015*
- m. Approval of Firefighter appointment*
- n. Approval of Administrative appointments*
- o. Approval of Personnel Committee Recommendations*
- p. Approval of Resolution Appointing Fire Officers*
- q. Setting annual meeting of Economic Development Authority for 6:30 pm on March 9, 2015*
- r. Approval to purchase budgeted squad cars*
- s. Approval to purchase budgeted technology upgrades*
- t. Calling Public Hearings on Ordinance Amendments*
- u. Approval of Resolution Making Certain Commission Appointments*
- v. Approval of City Video Services*
- w. Approval of Resolution Rescinding Detachment*
- x. Acceptance of Police Officer resignation*

Administrator Degiovanni stated that an additional kennel license had been added to Item "h".

A MOTION WAS MADE BY COUNCIL MEMBER LYNCH AND SECONDED BY MEMBER HENNES APPROVING CONSENT AGENDA ITEMS A – X INCLUDING THE ADDITIONAL KENNEL LICENSE. THE MOTION CARRIED UNANIMOUSLY.

OLD BUSINESS

Pinecone Road Update

City Engineer Nielson presented a map outlining the proposed phased construction and some cost estimates for Pinecone Road reconstruction. He also discussed location of roundabouts, optional road width, turn lanes along with options for bike lanes and alternative detour routes. Nielson was not requesting formal action at this time but welcomed input on the plan and consensus from the Council to proceed.

Council member Braig Lindstrom prefers trail on 27th Street and may want to delay the roundabout at 2nd Street until the connection from 2nd Street to County Road 133 is made.

Consensus of the Council was to continue moving forward with the project. Nielson also mentioned the suggestion of a resident to change the speed limit on Pinecone Road until repairs are made, but based on rules for doing this and the options available, Council agreed no changes should be pursued.

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NEW BUSINESS

Joint Planning District Board

Community Development Director Rasmussen explained the request from the Joint Planning District Board as to the future need of the board and the need to update the regional comprehensive plan. The consensus of the Council supported disbanding the Board but that relevant subcommittees should continue to function.

DEPARTMENT REPORTS

a. Police Department

Chief Hughes presented his monthly report and reported on the success of the "Shop with a Cop" as well as extending a special thanks to Country Manor for their generous support for the "Cookout with Cops". The Chief also acknowledged and thanked the Firefighters and Police that took time to ring the bells for the Salvation Army at Christmas.

b. Fire Department

There was no representative from the Fire Department at the meeting; however, their report was included with the packet.

c. Public Works

Director Borders presented his report and gave an update as to the amount of cash collected at the compost on Saturday, January 10th. The amount of food collected will be reported at the next monthly reporting.

d. City Engineer

City Engineer Nielson presented his report and highlighted the meeting he had with businesses owners around and near the intersection of 2nd Street South and Pinecone where they discussed the reconstruction of Pinecone Road.

e. Community Development Director

Director Rasmussen presented her report.

f. City Administrator

Administrator Degiovanni presented her report.

Council member Braig Lindstrom requested updates to the Community Center planning process be a part of reports.

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CITY COUNCIL UPDATE – MISCELLANEOUS BUSINESS

A welcome was extended for new Council member Lynch and Mayor Nicoll. Lynch and Nicoll expressed gratitude for being elected and are looking forward to serving the next four years.

ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER BRAIG LINDSTROM AND SECONDED BY MEMBER LYNCH TO ADJOURN THE MEETING AT 7:46 P.M. THE MOTION CARRIED UNANIMOUSLY.

Minutes By

**Judy Molitor
Recording Secretary**

**Sarah Jane Nicoll
Mayor**

Vendor Transactions-Agenda Packet

CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name 3D SPECIALTIES INC					
		0115PW02	447783	\$90.08	REPAIRS-STREET SIGNS
Search Name 3D SPECIALTIES INC				\$90.08	
Search Name ALEXANDRIA TECH&COMM COLLEGE					
066430	1/16/2015	0115PPD02	2015FIREOFF	\$205.00	REGISTRATION-KOCKLER
Search Name ALEXANDRIA TECH&COMM COLLEGE				\$205.00	
Search Name AMEM					
		0115PD02	8327FFFAB5	\$130.00	MEMBERSHIP-RIELAND
Search Name AMEM				\$130.00	
Search Name AMERICAN PUBLIC WORKS ASSN					
		0115PW02	126177	\$223.75	2015 DUES
Search Name AMERICAN PUBLIC WORKS ASSN				\$223.75	
Search Name AMERIPRIDE LINEN/APPAREL SERV					
		0115PW02	2200603410	\$22.84	UNIFORMS
		0115PW02	2200603410	\$10.86	UNIFORMS
		0115PW02	2200603410	\$29.74	UNIFORMS
		0115PW02	2200603410	\$5.35	UNIFORMS
		0115PW02	2200603410	\$105.07	TOWELS,MATS,MOPS-MAINT
		0115PW02	2200605958	\$54.66	TOWELS,MATS,MOPS-MAINT
		0115PW02	2200605985	\$22.84	UNIFORMS
		0115PW02	2200605985	\$84.65	TOWELS,MATS,MOPS-MAINT
		0115PW02	2200605985	\$5.35	UNIFORMS
		0115PW02	2200605985	\$29.74	UNIFORMS
		0115PW02	2200605985	\$10.86	UNIFORMS
		0115ADM02	2200606008	\$39.21	TOWELS,MATS-HALL
Search Name AMERIPRIDE LINEN/APPAREL SERV				\$421.17	
Search Name BEHRENBRINKER, STEPHEN C					
		0115ADM02	01-2015	\$3,423.75	ASSESSING SERVICES-JAN
Search Name BEHRENBRINKER, STEPHEN C				\$3,423.75	
Search Name BENTON COUNTY RECORDER					
		1214ADM03	201400000661	\$46.00	VARIANCE RECORDING FEES
Search Name BENTON COUNTY RECORDER				\$46.00	
Search Name BENTON TROPHY & AWARDS INC					
		0115ADM02	147744	\$16.10	NAME PLATES-PLANNING COMMISSION
		0115PD02	147808	\$89.95	LIFE SAVING AWARDS
Search Name BENTON TROPHY & AWARDS INC				\$106.05	
Search Name BEST WAY FABRICATING INC					
		1214ADM03	5	\$296.70	VAL SMITH PARK SHELTER
Search Name BEST WAY FABRICATING INC				\$296.70	
Search Name BREMER BANK NA					
		0115ADM02	02-2015	\$11,233.50	ARENA ABATEMENT
Search Name BREMER BANK NA				\$11,233.50	
Search Name CDW GOVERNMENT, INC.					
066426	1/12/2015	0115PPD02	RG87931	\$589.97	IPAP/SUPPLIES-LYNCH
066426	1/12/2015	0115PPD02	RJ74124	\$32.56	IPAP/SUPPLIES-LYNCH
066426	1/12/2015	0115PPD02	RK51819	\$14.26	TECH SUPPLIES-PD

Vendor Transactions-Agenda Packet

CHECK	Check Date	Batch Name	Invoice	Amount	Comments
066426	1/12/2015	0115PPD02	RL11906	\$38.40	IPAP/SUPPLIES-LYNCH
066426	1/12/2015	0115PPD02	RM15680	-\$74.80	IPAP/SUPPLIES-LYNCH
		0115ADM02	RT88519	\$105.93	IPAD CASE-LYNCH
		0115ADM02	RV08215	\$951.52	DOCUMENT SCANNERS
Search Name CDW GOVERNMENT, INC.				\$1,657.84	
Search Name CENTRAL HYDRAULICS INC					
		0115PW02	0064845	\$422.42	REPAIRS-PLOWS
Search Name CENTRAL HYDRAULICS INC				\$422.42	
Search Name CENTRAL LOCKSMITHS					
		1214PW03	120656	\$75.00	LOCK REPAIRS-PARKS
Search Name CENTRAL LOCKSMITHS				\$75.00	
Search Name CHAMBERLAIN OIL COMPANYINC					
		0115PW02	132601	\$194.05	MOTOR OIL
		0115PW02	132601	\$194.03	MOTOR OIL
		0115PW02	132601	\$194.03	MOTOR OIL
		0115PW02	132601	\$194.03	MOTOR OIL
		0115PD02	132601	\$194.03	MOTOR OIL
		0115FD02	132601	\$194.03	MOTOR OIL
Search Name CHAMBERLAIN OIL COMPANYINC				\$1,164.20	
Search Name CHARTER COMMUNICATIONS					
066429	1/12/2015	0115PPD02	835230105019832	\$62.39	INTERNET/TV-MAINT
066429	1/12/2015	0115PPD02	835230105029623	\$65.00	INTERNET-PD
Search Name CHARTER COMMUNICATIONS				\$127.39	
Search Name CLIMATE AIR INC					
		1214PW03	33604	\$466.52	REPAIRS-PLANT
Search Name CLIMATE AIR INC				\$466.52	
Search Name COMM OF MMB TREAS DIV					
		1214PD03	4THQTR2014	\$100.00	4TH QTR ADMIN CITATIONS
Search Name COMM OF MMB TREAS DIV				\$100.00	
Search Name COMPASS MINERALS AMERICA					
		0115PW02	71281925	\$9,245.46	ROAD SALT
		0115PW02	71282707	\$4,524.88	ROAD SALT
		0115PW02	71283543	\$4,710.15	ROAD SALT
		0115PW02	71285420	\$11,240.84	ROAD SALT
		0115PW02	71286447	\$6,322.96	ROAD SALT
		0115PW02	71287369	\$15,902.85	ROAD SALT
		0115PW02	71288196	\$6,533.89	ROAD SALT
Search Name COMPASS MINERALS AMERICA				\$58,481.03	
Search Name CRESCENT ELECTRIC SUPPLY					
		0115ADM02	055-354886-00	\$54.86	BULBS-FLAG POLE
		0115ADM02	055-354961-00	\$34.29	BULBS-CITY HALL
		0115ADM02	055-354961-01	\$57.50	BULBS-CITY HALL
		0115ADM02	055-354971-00	\$210.18	BULBS-CITY HALL
Search Name CRESCENT ELECTRIC SUPPLY				\$356.83	
Search Name DESIGN ELECTRIC INC					
		0115PD02	20515	\$68.00	REPAIRS-PD
		0115PW02	20516	\$236.19	REPAIRS-MAINT

Vendor Transactions-Agenda Packet

CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name DESIGN ELECTRIC INC				\$304.19	
Search Name EFTPS VOICE RESPONSE SYSTEM					
002428E	1/7/2015	0115PPD02	01-02-2015	\$1,317.74	01/02 EMPLOYER MEDICARE
002428E	1/7/2015	0115PPD02	01-02-2015	\$1,317.74	01/02 EMPLOYEE MEDICARE
002428E	1/7/2015	0115PPD02	01-02-2015	\$2,958.96	01/02 EMPLOYER FICA
002428E	1/7/2015	0115PPD02	01-02-2015	\$2,958.96	01/02 EMPLOYEE FICA
002428E	1/7/2015	0115PPD02	01-02-2015	\$9,563.19	01/02 FED TAX W/HELD
002442E	1/21/2015	0115PPD02	01-16-2015	\$3,173.97	01/16 EMPLOYER FICA
002442E	1/21/2015	0115PPD02	01-16-2015	\$3,173.97	01/16 EMPLOYEE FICA
002442E	1/21/2015	0115PPD02	01-16-2015	\$1,304.92	01/16 EMPLOYER MEDICARE
002442E	1/21/2015	0115PPD02	01-16-2015	\$9,089.11	01/16 FED TAX W/HELD
002442E	1/21/2015	0115PPD02	01-16-2015	\$1,304.92	01/16 EMPLOYEE MEDICARE
Search Name EFTPS VOICE RESPONSE SYSTEM				\$36,163.48	
Search Name ELECTRIC MOTOR SERVICE, INC					
066428	1/12/2015	0115PPD02	IN0197012	\$26.02	WEST PLANT
Search Name ELECTRIC MOTOR SERVICE, INC				\$26.02	
Search Name EMERGENCY RESPONSE SOLUTIONS					
		0115FD02	3293	\$2,145.84	REPLACEMENT HOSE-FD
		0115FD02	3294	\$67.37	TGEAR BAG-FD
Search Name EMERGENCY RESPONSE SOLUTIONS				\$2,213.21	
Search Name ERKENS WATER SOFTENER SERV INC					
		1214FD03	486262	\$56.50	SUPPLIES-FD
Search Name ERKENS WATER SOFTENER SERV INC				\$56.50	
Search Name FASTENAL COMPANY					
		0115FD02	MNSAU139345	\$35.70	REPAIRS-RESCUE BOAT
		0115PW02	MNSAU139346	\$25.09	SUPPLIES-SHOP
		0115PW02	MNSAU139421	\$29.46	REPAIRS-PICNIC TABLES
		0115PW02	MNSAU139425	\$104.11	PUMP
		0115PW02	MNSAU139425	\$52.06	PUMP
		0115PW02	MNSAU139425	\$104.09	PUMP
		0115PW02	MNSAU139425	\$52.06	PUMP
		0115PW02	MNSAU139426	\$755.56	FAN-MAINT SHOP
		0115PW02	MNSU139336	\$26.06	BARRICADES
Search Name FASTENAL COMPANY				\$1,184.19	
Search Name FERGUSON WATERWORKS #2516					
		0115PW02	WL000273	\$4,874.95	METERS
Search Name FERGUSON WATERWORKS #2516				\$4,874.95	
Search Name FLAT ROCK GEOGRAPHIS LLC					
		1214ADM03	969	\$570.00	GIS SERVICES-PERMIT WORKS
Search Name FLAT ROCK GEOGRAPHIS LLC				\$570.00	
Search Name GARAGE DOOR STORE					
		1214ADM03	5	\$140.00	VAL SMITH SHELTER
Search Name GARAGE DOOR STORE				\$140.00	
Search Name GATR OF SAUK RAPIDS					
		1214FD03	01P100007	\$132.00	REPAIRS-FD
		1214PW03	01P100011	\$220.36	REPAIRS-VEHICLE
		1214PW03	01P102401	\$75.72	REPAIRS-AIR COMPRESSOR

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
		1214PW03	01P107124	\$8.42	REPAIRS-EQUIP
		0115PD02	01P107805	\$75.78	REPAIRS-SQUADS
		0115PW02	01P107978	\$287.98	REPAIRS-PLOWS
Search Name GATR OF SAUK RAPIDS				\$800.26	
Search Name GOPHER STATE ONE-CALL INC					
		0115PW02	130739	\$100.00	ANNUAL FEE
Search Name GOPHER STATE ONE-CALL INC				\$100.00	
Search Name GRANITE ELECTRONICS INC					
		0115FD02	456601	\$166.70	BATTERIES-FD PAGERS
Search Name GRANITE ELECTRONICS INC				\$166.70	
Search Name HACH COMPANY					
		0115PW02	9189157	\$1,328.04	TESTING SUPPLIES
Search Name HACH COMPANY				\$1,328.04	
Search Name HAWKINS WTR TREATMENT GRP INC					
		0115PW02	3685164	\$3,395.09	CHEMICALS
Search Name HAWKINS WTR TREATMENT GRP INC				\$3,395.09	
Search Name HENRYS WATERWORKS INC					
		0115PW02	17588	\$508.88	SUPPLIES-WATER MAIN BREAK
Search Name HENRYS WATERWORKS INC				\$508.88	
Search Name HMA ARCHITECTS LTD					
		1214ADM03	1366-4	\$130.00	VAL SMITH PROJECT
		1214ADM03	1477-1	\$1,797.50	TOWN SQUARE CONCEPT
Search Name HMA ARCHITECTS LTD				\$1,927.50	
Search Name HUGHES, JAMES J.					
		0115PD02	1	\$28.96	SUPPLIES-PD
Search Name HUGHES, JAMES J.				\$28.96	
Search Name INDEPENDENT SCHOOL DISTRCT 748					
		1214PD03	12-2014	\$2,749.10	FUELS-PD
		1214PW03	12-2014	\$3,932.84	FUELS-MAINT
		1214FD03	12-2014	\$28.67	FUELS-FD
		1214ADM03	12-2014	\$196.44	FUELS-INSPECTIONS
Search Name INDEPENDENT SCHOOL DISTRCT 748				\$6,907.05	
Search Name ING INSTITUTIONAL PLAN SERV LL					
002426E	1/7/2015	0115PPD02	01-02-2015	\$2,010.67	01/02 PAYROLL DEDUCTION
002427E	1/7/2015	0115PPD02	01-02-2015	\$2,373.74	01/02 PAYROLL DEDUCTION
002441E	1/20/2015	0115PPD02	01-16-2015	\$184.62	01/16 ER CONTR TO PENSION-ADMIN
002441E	1/20/2015	0115PPD02	01-16-2015	\$2,139.13	01/16 PAYROLL DEDUCTION
002440E	1/20/2015	0115PPD02	01-16-2015	\$2,496.31	01/16 PAYROLL DEDUCTION
002436E	1/14/2015	0115PPD02	0214ERCONTR	\$3,076.90	2014 EMPLOYER CONTR
Search Name ING INSTITUTIONAL PLAN SERV LL				\$12,281.37	
Search Name INTERSTATE ALL BATTERY CTR					
		0115FD02	1922301001704	\$383.00	BATTERIES-FD AIR PACKS
Search Name INTERSTATE ALL BATTERY CTR				\$383.00	
Search Name JOHN AASEN CONSTRUCTION					
		1214ADM03	5	\$10,830.00	VAL SMITH PARK SHELTER

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name JOHN AASEN CONSTRUCTION				\$10,830.00	
Search Name JOHN DEERE FINANCIAL					
	0115PW02	996201		\$287.19	REPAIRS-BLOWER/MOTOR
Search Name JOHN DEERE FINANCIAL				\$287.19	
Search Name KARASCH CONCRETE & MASONRY LLC					
	1214ADM03	5		\$2,242.75	VAL SMITH PARK SHELTER
Search Name KARASCH CONCRETE & MASONRY LLC				\$2,242.75	
Search Name KASELLA CONCRETE, INC.					
	1214ADM03	5		\$932.50	VAL SMITH PARK SHELTER
Search Name KASELLA CONCRETE, INC.				\$932.50	
Search Name KEEPRS INC					
	0115PD02	261760-01		\$87.98	UNIFORMS-RESERVES
	1214PD03	264917		\$303.96	SUPPLIES-RESERVES
	0115PD02	265209		\$135.86	UNIFORMS-PD
Search Name KEEPRS INC				\$527.80	
Search Name KELLER, NATE					
	0115ADM02	010815		\$49.89	MILAGE-TAP GRANT
Search Name KELLER, NATE				\$49.89	
Search Name LAW ENFORCEMENT LABOR SERV INC					
	0115PD02	01-2015		\$658.00	UNION DUES-JAN
Search Name LAW ENFORCEMENT LABOR SERV INC				\$658.00	
Search Name LINCO FAB INC					
	1214ADM03	5		\$392.50	VAL SMITH PARK SHELTER
Search Name LINCO FAB INC				\$392.50	
Search Name LOCATORS & SUPPLIES INC					
	0115FD02	0230677-IN		\$105.95	SAFETY JACKETS-FD
	1214FD03	0230677-IN		\$850.00	SAFETY JACKETS-FD
Search Name LOCATORS & SUPPLIES INC				\$955.95	
Search Name MCDOWALL COMPANY					
	1214ADM03	5		\$2,810.00	VAL SMITH PARK SHELTER
Search Name MCDOWALL COMPANY				\$2,810.00	
Search Name MID CENTRAL DOOR COMPANY					
	1214ADM03	5		\$1,100.00	VAL SMITH SHELTER
Search Name MID CENTRAL DOOR COMPANY				\$1,100.00	
Search Name MIDWAY IRON & METAL					
	0115PW02	258980		\$198.01	STEEL/HITCH
	0115PW02	259161		\$104.54	BLADE SHARPENER TABLE
Search Name MIDWAY IRON & METAL				\$302.55	
Search Name MILLS PARTS CENTER-WILLMAR					
	0115PD02	3178723		\$57.88	REPAIRS-SQUADS
Search Name MILLS PARTS CENTER-WILLMAR				\$57.88	
Search Name MIMBACH FLEET SUPPLY					
	1214PW03	100470		\$124.99	CLOTHING ALLOW-SCHMATZ
	1214PW03	100471		\$7.99	CLOTHING ALLOW-SCHMATZ

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
		0115PW02	102381	\$49.96	REPAIRS-CHAIN SAWS
Search Name MIMBACH FLEET SUPPLY				\$182.94	
Search Name MN CRIME PREVENTION ASSN					
		0115PD02	2015-OLSPD	\$45.00	MEMBERSHIP-LYON
Search Name MN CRIME PREVENTION ASSN				\$45.00	
Search Name MN DEPT OF LABOR & INDUSTRY					
002430E	1/12/2015	0115PPD02	4THQTR2014	\$34.37	SAC SURCHGS
002430E	1/12/2015	0115PPD02	4THQTR2014	\$3,698.60	BLDG SURCHGS
002430E	1/12/2015	0115PPD02	4THQTR2014	\$537.61	MECH SURCHGS
002430E	1/12/2015	0115PPD02	4THQTR2014	\$595.20	ELEC SURCHGS
002430E	1/12/2015	0115PPD02	4THQTR2014	\$416.16	PLBG SURCHGS
Search Name MN DEPT OF LABOR & INDUSTRY				\$5,281.94	
Search Name MN DEPT OF REVENUE					
002422E	1/6/2015	0115PPD02	01-02-2015	\$130.00	WAGE LEVY
002425E	1/6/2015	0115PPD02	01-02-2015	\$3,949.70	01/02 STATE TAX W/HELD
002438E	1/20/2015	0115PPD02	01-16-2015	\$130.00	01/16 WAGE LEVY
002439E	1/20/2015	0115PPD02	01-16-2015	\$3,833.78	01/16 STATE TAX W/HELD
Search Name MN DEPT OF REVENUE				\$8,043.48	
Search Name MN DEPT OF REVENUE-SALES/USE					
002429E	1/9/2015	0115PPD02	12-2014	\$100.00	SALES TAX PAYABLE-DEC
002429E	1/9/2015	0115PPD02	12-2014	\$1,491.00	SALES TAX PAYABLE-DEC
Search Name MN DEPT OF REVENUE-SALES/USE				\$1,591.00	
Search Name MN STATE FIRE CHIEFS ASSN					
		0115FD02	2015	\$93.00	MEMBERSHIP-HEIM
		0115FD02	2015	\$57.00	MEMBERSHIP-SATTTLER
Search Name MN STATE FIRE CHIEFS ASSN				\$150.00	
Search Name MN TEAMSTERS-PUBLIC & LAW ENF					
		0115ADM02	01-2015	\$914.00	UNION DUES-JAN
Search Name MN TEAMSTERS-PUBLIC & LAW ENF				\$914.00	
Search Name MN UC FUND					
		1214PD03	07990203	\$326.38	UNEMPLOYMENT-SMITH
Search Name MN UC FUND				\$326.38	
Search Name MOLITOR EXCAVATING INC					
		0115PW02	263-14	\$4,437.00	WATER MAIN BREAK
		1214ADM03	5	\$992.75	VAL SMITH PARK SHELTER
Search Name MOLITOR EXCAVATING INC				\$5,429.75	
Search Name MVTL LABORATORIES INC					
		1214PW03	733399	\$268.75	TESTING
		0115PW02	738151	\$1,006.50	TESTING
		0115PW02	738542	\$168.75	TESTING
Search Name MVTL LABORATORIES INC				\$1,444.00	
Search Name NORTHERN NATURAL GAS COMPANY					
		1214ADM03	402	\$2,000.00	EAST SIDE FENCING
Search Name NORTHERN NATURAL GAS COMPANY				\$2,000.00	
Search Name O REILLY AUTO PARTS					

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
		0115PW02	1572-425796	\$199.98	HOIST REPAIRS
		0115PW02	1572-425874	\$7.99	SHOP SUPPLIES
		0115PW02	1572-425876	\$13.99	SHOP TOOLS
		0115PD02	1572-426333	\$5.60	REPAIRS-SQUADS
		0115PD02	1572-426335	\$23.94	REPAIRS-SQUADS
		0115PD02	1572-426345	-\$6.00	REPAIRS-SQUADS
		0115PW02	1572-426406	\$5.44	REPAIRS-VEHICLE
Search Name O REILLY AUTO PARTS				\$250.94	
Search Name OFFICE DEPOT INC					
		0115PW02	748673476-001	\$29.99	OFFICE SUPPLIES-PLANT
		0115PW02	748674104-001	\$80.96	OFFICE SUPPLIES-PLANT
		0115ADM02	750254452-001	\$56.97	OFFICE SUPPLIES
Search Name OFFICE DEPOT INC				\$167.92	
Search Name OXYGEN SERVICE COMPANY					
		0115PD02	07846871	\$20.20	MEDICAL OXYGEN-PD
Search Name OXYGEN SERVICE COMPANY				\$20.20	
Search Name PARAMOUNT					
		1214ADM03	I0214462	\$250.00	FINAL PAYMENT-VISUAL ARTS CTR
Search Name PARAMOUNT				\$250.00	
Search Name POWERHOUSE OUTDOOR EQUIP INC					
		0115PW02	307008	\$670.00	BLADE GRINDER
		0115PW02	307468	\$273.13	BLADE SHARPENER
Search Name POWERHOUSE OUTDOOR EQUIP INC				\$943.13	
Search Name PROFESSIONAL OFFICE SERV INC					
		0115ADM02	002272453	\$8.75	POSIBILL VIEW
		0115ADM02	002272453	\$8.75	POSIBILL VIEW
Search Name PROFESSIONAL OFFICE SERV INC				\$17.50	
Search Name PUBLIC EMPLOYEE RETIREMENT ASN					
002423E	1/6/2015	0115PPD02	01-02-2015	\$3,632.96	01/02 EMPLOYER PERA
002423E	1/6/2015	0115PPD02	01-02-2015	\$4,258.92	01/02 EMPLOYEE PERA
002423E	1/6/2015	0115PPD02	01-02-2015	\$6,388.40	01/02 EMPLOYER PERA
002423E	1/6/2015	0115PPD02	01-02-2015	\$3,148.57	01/02 EMPLOYEE PERA
002437E	1/20/2015	0115PPD02	01-16-2015	\$3,342.56	01/16 EMPLOYEE PERA
002437E	1/20/2015	0115PPD02	01-16-2015	\$4,455.48	01/16 EMPLOYEE PERA
002437E	1/20/2015	0115PPD02	01-16-2015	\$3,856.80	01/16 EMPLOYER PERA
002437E	1/20/2015	0115PPD02	01-16-2015	\$6,683.20	01/16 EMPLOYER PERA
Search Name PUBLIC EMPLOYEE RETIREMENT ASN				\$35,766.89	
Search Name QUAD CITY CONTRACTING LLC					
		1214ADM03	5	\$673.04	VAL SMITH PARK SHELTER
Search Name QUAD CITY CONTRACTING LLC				\$673.04	
Search Name RDO EQUIPMENT CO					
		0115PW02	P81990	\$88.69	REPAIRS-LOADER
Search Name RDO EQUIPMENT CO				\$88.69	
Search Name ROYAL TIRE INC					
		0115ADM02	108-71039	\$423.28	REPAIRS-INSPECTIONS
Search Name ROYAL TIRE INC				\$423.28	

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name S & T OFFICE PRODUCTS INC					
		0115PD02	01QT2208	\$258.63	OFFICE SUPPLIES-PD
Search Name S & T OFFICE PRODUCTS INC				\$258.63	
Search Name SANITATION SERVICES LLC					
		0115PW02	5529	\$156.00	RESTROOM RENTAL
Search Name SANITATION SERVICES LLC				\$156.00	
Search Name SARTELL HARDWARE HANK					
		1214PW03	55211	\$77.94	HOLIDAY DECORATIONS
		0115PW02	57915	\$12.97	REPAIRS-STEAMERS
		0115PW02	57985	\$4.75	PAINT
		0115PW02	58044	\$3.49	REPAIRS-WTR VEHICLE
		0115PW02	58296	\$3.99	SAMPLING SUPPLIES
		0115PW02	58338	\$8.49	SUPPLIES-STREETS
		0115PW02	58534	\$6.65	REPAIRS-MAINT EQUIP
Search Name SARTELL HARDWARE HANK				\$118.28	
Search Name SARTELL INDPENDENT POLICE ASN					
066431	1/16/2015	0115PPD02	01-2015	\$85.00	PAYROLL DEDUCTION-JAN
Search Name SARTELL INDPENDENT POLICE ASN				\$85.00	
Search Name SARTELL NEWSLEADER					
066432	1/21/2015	0115PPD02	35969	\$128.63	PHN-TOBACCO/SALES&USE TAX
Search Name SARTELL NEWSLEADER				\$128.63	
Search Name SCHMIT, RAY OR ARLENE					
		1214PW03	011315	\$135.87	HYDRAULIC OIL-PLANTS
Search Name SCHMIT, RAY OR ARLENE				\$135.87	
Search Name SHIFT TECHNOLOGIES INC					
		1214ADM03	47600	\$120.00	SERVICE INSTALL-EMAIL CERTS
		1214FD03	47858	\$60.00	NETWORKING SERV-FD
Search Name SHIFT TECHNOLOGIES INC				\$180.00	
Search Name SIMONSON PLBG & HTG INC					
		1214ADM03	5	\$838.00	VAL SMITH PARK SHELTER
Search Name SIMONSON PLBG & HTG INC				\$838.00	
Search Name SMOKE-EATER					
		0115FD02	2015	\$245.00	2015 SUBSCRIPTIONS
Search Name SMOKE-EATER				\$245.00	
Search Name SPRINT					
066435	1/22/2015	0115PPD02	890875115-089	\$42.24	CONNECTION CARD-PCRS
066435	1/22/2015	0115PPD02	890875115-089	\$39.99	CONNECTION CARD-FD
Search Name SPRINT				\$82.23	
Search Name ST CLOUD AREA CONVENTION/VISIT					
		1214ADM03	12-2014	\$1,878.15	LODGING TAX-DEC
Search Name ST CLOUD AREA CONVENTION/VISIT				\$1,878.15	
Search Name ST CLOUD OPPORTUNITIES					
		0115ADM02	2015	\$25.00	2015 MEMBERSHIP
Search Name ST CLOUD OPPORTUNITIES				\$25.00	

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name ST CLOUD, CITY OF					
		1214PD03	13908771	\$475.80	DUI FORFEITURE
		1214PW03	53981	\$49,209.22	TREATMENT-DEC
		1214PW03	53981	\$10,110.84	CAT C2-DEBT SERV CHGS
		1214PW03	53981	\$61,445.00	CAT C1-RUE PROJECT
		0115ADM02	54007	\$3,186.00	CMWEA-2015 MEMBERSHIP
				\$124,426.86	
Search Name ST CLOUD, CITY OF					
Search Name STATE OF MN/DPS/EPCRA PROGRAM					
		0115PW02	7326200072014	\$100.00	EPCRA PERMIT
		0115PW02	7326200082014	\$100.00	EPCRA PERMIT
		0115PW02	7326200142014	\$100.00	EPCRA PERMIT
				\$300.00	
Search Name STATE OF MN/DPS/EPCRA PROGRAM					
Search Name STEARNS CNTY ATTYS OFFICE					
		1214PD03	14901773	\$62.62	DUI FORFEITURE
				\$62.62	
Search Name STEARNS CNTY ATTYS OFFICE					
Search Name STEARNS CNTY SHERIFFS DEPARTME					
		1214PD03	SD15-0012	\$739.44	4TH QTR-MDT UNITS
				\$739.44	
Search Name STEARNS CNTY SHERIFFS DEPARTME					
Search Name STEARNS ELECTRIC ASSOCIATION					
066436	1/22/2015	0115PPD02	10191700	\$419.00	STREET LIGHTS
066436	1/22/2015	0115PPD02	10191800	\$352.00	STREET LIGHTS
066436	1/22/2015	0115PPD02	10248200	\$20.00	CIVIL DEFENSE
066436	1/22/2015	0115PPD02	10441600	\$189.00	STREET LIGHTS
066436	1/22/2015	0115PPD02	10459401	\$37.58	CELEBRATION POOL
066436	1/22/2015	0115PPD02	10461600	\$22.75	COMPOST SITE
066436	1/22/2015	0115PPD02	10491600	\$48.07	STREET LIGHTS
066436	1/22/2015	0115PPD02	10545000	\$24.90	STREET LIGHTS
066436	1/22/2015	0115PPD02	10545100	\$33.13	STREET LIGHTS
066436	1/22/2015	0115PPD02	10545200	\$18.19	STREET LIGHTS
066436	1/22/2015	0115PPD02	10545300	\$23.17	STREET LIGHTS
066436	1/22/2015	0115PPD02	10545400	\$13.21	STREET LIGHTS
066436	1/22/2015	0115PPD02	10628400	\$24.54	CIVIL DEFENSE
066436	1/22/2015	0115PPD02	10648700	\$42.81	STREET LIGHTS
066436	1/22/2015	0115PPD02	10690800	\$130.00	STREET LIGHTS
066436	1/22/2015	0115PPD02	10690900	\$108.52	STREET LIGHTS
066436	1/22/2015	0115PPD02	10691000	\$106.33	STREET LIGHTS
066436	1/22/2015	0115PPD02	10691100	\$54.99	STREET LIGHTS
066436	1/22/2015	0115PPD02	10710600	\$137.00	STREET LIGHTS
066436	1/22/2015	0115PPD02	10878900	\$2,681.00	PLANT
066436	1/22/2015	0115PPD02	10900900	\$86.00	STREET LIGHTS
066436	1/22/2015	0115PPD02	11244800	\$1,455.70	WELLS 15&16
066436	1/22/2015	0115PPD02	5463910	\$79.56	LIFT STATION
066436	1/22/2015	0115PPD02	6401510	\$1,615.61	STREET LIGHTS
				\$7,723.06	
Search Name STEARNS ELECTRIC ASSOCIATION					
Search Name THEIS, CATHY					
		0115PD02	02-2015	\$112.50	PROF SERV-PD
				\$112.50	
Search Name THEIS, CATHY					
Search Name TMV SAFETY TRAINING LLC					
		0115FD02	00001	\$350.00	EMR REFRESHER-FD

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CHECK	Check Date	Batch Name	Invoice	Amount	Comments
Search Name TMV SAFETY TRAINING LLC				\$350.00	
Search Name TOPS PLUS					
		1214ADM03	5	\$51.72	VAL SMITH PARK SHELTER
Search Name TOPS PLUS				\$51.72	
Search Name TOTAL ADMIN SERVICES CORP					
002424E	1/6/2015	0115PPD02	01-02-2015	\$185.18	01/02 DAYCARE FLEX CONTR
002424E	1/6/2015	0115PPD02	01-02-2015	\$2,168.63	01/02 HSA FLEX CONTR
002424E	1/6/2015	0115PPD02	01-02-2015	\$144.41	01/02 MED FLEX CONTR
002443E	1/21/2015	0115PPD02	01-16-2015	\$2,168.63	01/16 HSA FLEX CONTR
002443E	1/21/2015	0115PPD02	01-16-2015	\$185.18	01/16 DAYCARE FLEX CONTR
002443E	1/21/2015	0115PPD02	01-16-2015	\$144.41	01/16 MED FLEX CONTR
Search Name TOTAL ADMIN SERVICES CORP				\$4,996.44	
Search Name TRAUT WELLS INC					
		0115PW02	274364	\$120.00	TESTING
		0115PW02	274639	\$40.00	TESTING
		0115PW02	274698	\$40.00	TESTING
Search Name TRAUT WELLS INC				\$200.00	
Search Name UNIFORMS UNLIMITED					
		0115PD02	232973	\$7,000.00	TASERS
		0115PD02	232973	\$2,525.25	TASERS
		0115PD02	232974	\$931.50	TASER HOLSTERS
		0115PD02	232975	\$318.60	MAGS,CARTRIDGES
Search Name UNIFORMS UNLIMITED				\$10,775.35	
Search Name US BANK (CREDIT CARD)					
		1214ADM03	1627	\$133.00	ICC TRNG-RIELAND
		1214ADM03	1627	\$133.00	ICC TRNG-HOLLENKAMP
		1214ADM03	1627	\$399.00	ICC TRNG-CHRISTENSEN
		1214ADM03	1627	\$63.27	COMMISSIONER APPRECIATION
		1214ADM03	2111	\$99.00	WEBSITE HOSTING
		1214ADM03	2111	\$99.00	WEBSITE HOSTING
		1214ADM03	2111	\$80.55	WORKSHOP MEALS
		1214ADM03	2111	\$5.00	TRANSFERBIGFILES
		1214ADM03	2111	\$10.73	APP-LYNCH
		1214ADM03	2111	\$24.00	SURVEY MONKEY
		1214ADM03	2111	\$1.40	BEACON SITE
		1214ADM03	2111	\$100.00	EMPLOYEE APPRECIATION
		1214PW03	7165	\$431.99	REPAIRS-SNOWMOBILE
		1214PW03	7165	\$15.37	LIC CERT-VOGT
		1214PW03	7165	\$31.61	PAINT-HALL
		1214PW03	7165	\$142.85	REPAIRS-SANDBLASTER
		1214PD03	7173	\$12.00	SC TIMES SUBSC
		1214PD03	7173	\$12.00	SC TIMES SUBSC
		1214PD03	7173	\$1,000.00	SHOP W/A COP
		1214PD03	7173	\$116.97	OFFICE SUPPLIES-PD
		1214PD03	7173	\$10.82	CHIEFS MTG
		1214PD03	7173	\$21.80	FIRST SHRED
Search Name US BANK (CREDIT CARD)				\$2,943.36	
Search Name VERIZON WIRELESS					
066433	1/22/2015	0115PPD02	9738089753	\$578.63	PHONE SERVICE

Vendor Transactions-Agenda Packet

CHECK	Check Date	Batch Name	Invoice	Amount	Comments
066433	1/22/2015	0115PPD02	9738089753	\$47.90	PHONE SERVICE
066433	1/22/2015	0115PPD02	9738089753	\$35.01	PHONE SERVICE
066433	1/22/2015	0115PPD02	9738089753	\$35.01	PHONE SERVICE
		1214ADM03	9738365388	\$25.02	PCRS SIGN-CONNECTION CARD
Search Name VERIZON WIRELESS				\$721.57	
Search Name WACOSA					
		1214ADM03	00025946	\$122.49	HALL CLEANING-DEC
Search Name WACOSA				\$122.49	
Search Name WEINBERGER, STANLEY J JR					
066427	1/12/2015	0115PPD02	2015-1	\$1,500.00	LEGAL SERVICES
Search Name WEINBERGER, STANLEY J JR				\$1,500.00	
Search Name WEX BANK					
066434	1/22/2015	0115PPD02	39432415	\$12.00	FUELS CARDS
Search Name WEX BANK				\$12.00	
Search Name WICKLUND, REBECCA					
		1214ADM03	12-2014	\$8.40	MISC MILEAGE
Search Name WICKLUND, REBECCA				\$8.40	
Search Name WINKELMAN BUILDING CORPORATION					
		1214ADM03	5	\$1,257.94	VAL SMITH PARK SHELTER
Search Name WINKELMAN BUILDING CORPORATION				\$1,257.94	
Search Name XCEL ENERGY					
		1214PW03	441767326	\$10,828.65	STREET LIGHTS
Search Name XCEL ENERGY				\$10,828.65	
				\$408,806.90	

Voucher Payments-Fund Summary

Adopted by the Sartell City Council this _____ day of _____, 2015

Mayor _____ Attest: Administrator _____

FUND Descr	Dr/Cr Amt
GENERAL	\$208,431.27
DUI FORFEITURE FUND	\$538.42
POLICE RESERVES	\$391.94
BEAUTIFICATION	\$145.20
FORFEITURE	\$3,775.35
LODGING TAX	\$1,878.15
ECONOMIC DEVELOPMENT FUND	\$11,233.50
SEWER CAPACITY	\$34.37
SALES TAX EXTENSION	\$22,687.90
REGIONAL PARK FUND	\$2,000.00
BUILDING FUND	\$250.00
PD EQUIPMENT FUND	\$8,000.00
TECHNOLOGY FUND	\$1,605.18
WATER FUND	\$21,862.43
SEWER FUND	\$122,787.19
STORMWATER FUND	\$3,186.00
	<hr/>
	\$408,806.90

RESOLUTION NO. _____

RESOLUTION ACCEPTING DONATIONS

WHEREAS, the City Council deems it advisable and in the best interest of the City to accept the following donation:

\$1,000 from Bank Vista toward PD's Teen PAL Program

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SARTELL, that the above donations are hereby accepted by the City, and the following conditions, if any, are placed on the use of the gifts: None

ADOPTED BY THE SARTELL CITY COUNCIL THIS 26th DAY OF JANUARY, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

SEAL

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Administration	Meeting Date: January 26, 2015	Agenda Item No. 6c
Agenda Section: Consent	Item: Revisions to Meeting Guidelines & Rules	
<p>RECOMMENDATION: Formal approval of attached document amendments previously approved by Council consensus.</p> <p>BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A</p> <p>PREVIOUS COUNCIL ACTION: The Council's last special meeting included discussion and consensus regarding changes to your meeting guidelines and rules as noted on the attached documents.</p> <p>BACKGROUND: NA</p> <p>BUDGET/FISCAL IMPACT: NA</p> <p>ATTACHMENTS: Council Meeting Guidelines and Rules of Order</p> <p>COUNCIL ACTIONS REQUESTED: Consent agenda approval serves as approval of the document changes. If item is removed from Consent, separate motion is requested approving changes.</p>		

City of Sartell Council Meeting Guidelines

City Council Meeting Schedule: The Sartell City Council's regular meetings are held on the 2nd and 4th Mondays of each month (although generally only the 2nd Monday during the summer months unless a second meeting is needed) beginning at 7:00 p.m. The meeting agenda is available for review at Sartell City Hall and on the city website (www.sartellmn.com) on the Friday preceding the meeting. Regular meetings of the Council are broadcast live on cable channel 181 and rebroadcast the following day at 9 am. Video recordings of the meetings are also available on the city website generally within 48 hours following the meeting.

City Council Meeting Format: Following reciting of the Pledge of Allegiance, the Council takes action to approve the agenda for the meeting. The following is a brief explanation of the sections of the Sartell City Council agenda:

- **Open Forum/Public Comment Session:** The City Council has set aside up to 10 minutes at the beginning of each regular Council meeting to take comment from members of the public. Individuals wishing to offer comment to the Council must register by contacting City Hall prior to 4:30 pm on the date of the meeting or by signing up at the Open Forum sign-up sheet provided prior to the start of each Council meeting. Each participant is allowed **up to three minutes** to address the Council at the podium. The Open Forum session is devoted exclusively to accepting comment from the public. While the City Council may opt to refer a matter to staff or one of its boards or commissions for study, **the Council will not debate, discuss or formally act on any matter presented during the Open Forum session.**
- **Consent Agenda:** The Council uses a Consent Agenda for routine, non-controversial items needing little or no further deliberation. Those items listed on the Consent Agenda are approved together as one vote unless a Council member requests removal of an individual item for separate consideration. **Items removed from consent agenda shall be considered separately by the council after Consent Agenda vote is taken.**
- **Public Hearings:** These are formal proceedings that give the public the opportunity to express their concerns or support, ask questions, or provide additional information on a particular matter. The Mayor may use discretion whether to allow repeat testimony. All individuals offering testimony are required to do so using the podium microphone and must identify themselves by name, address and any business or organization that they represent. Once the public hearing is closed, no further testimony is typically allowed and the Council will deliberate amongst itself and with staff and/or applicant. While the Council strives to make timely decisions, occasionally additional information may be needed making it desirable to defer action until a later date. Depending on the situation, the hearing may be continued to a future date to preserve the ability to attain additional testimony.
- **Old Business:** Matters that have had previous discussion by the Council that are expected to require further deliberation by Council and City staff prior to Council action are placed on the agenda as "Old Business".

- **New Business:** Matters that have not had any previous discussion by the Council are placed on the agenda as “New Business” for deliberation by Council and City staff.
- **Department Reports:** This part of the agenda is reserved for department managers to provide timely updates to the Council and to address questions or concerns presented by members of the Council.
- **City Council Updates & Miscellaneous Business:** Updates from individual council members relating to various boards and commissions they each serve on are typically shared at this time. Council members have the option to preview an issue at this time to see if the Council as a whole wants an issue on a Council agenda.

Rules of Order for the Sartell City Council

Preamble.

- a. **Purpose.** The purpose of these rules is to foster debate and discussion in an orderly manner, not to suppress honest discussion with excessive formality. Without rules, confusion and disorderly proceedings would hamper all city action, no matter how well intended. Rules allow city business to be conducted as efficiently as possible, protect minority groups by giving every person a chance to be heard, prevent discussion of multiple topics at once, and allow decisions to be made by majority rule.
- b. **Rights of council members.** All council members are equal and have the same rights to make motions; object to motions in a timely manner; participate in debate; have their votes counted; and speak, when recognized, free of interruption.
- c. **Obligations of council members.** The rights of individual council members cannot be realized unless all council members also recognize their obligations as members of the political body. Council members are obligated to receive the recognition of the chair before speaking, except as otherwise provided by these rules. No one has the right to speak at whim. Council members are obligated to speak directly on the subject being considered and observe time limits for comment. Finally, council members are obligated to address all remarks to the presiding officer, avoid personal attacks, and refrain from using any insulting or demeaning language or indecent or threatening behavior.

Rule 1. Motions.

All formal actions of council must be by motion. A councilmember may make only one motion at a time.

Rule 2. Language for making a motion.

The appropriate language for making a motion shall be substantially similar to “I move to...”

Rule 3. Procedure for consideration of a motion.

Once a motion has been made and seconded, the presiding officer shall restate the motion and (if applicable) open the motion up for debate, provided that the mayor determines that the motion is in order and no objections to the motion have been made pursuant to Rule 4. A motion is in order if it is made at a proper time in the proper format, including having been seconded by another member of the Council, and does not violate any applicable rules of law, ordinance, or city policy, including city policies on decorum and civility, and is not made for the purpose of unduly delaying the proceedings. Debate shall follow the procedures in Rule 5. Once debate has concluded, the presiding officer shall restate the motion and call for a vote on the issue. A motion shall be considered passed if it receives a majority vote of those present at the meeting, unless otherwise required by law. **Nothing in this Rule prohibits discussion by the Council on a topic prior to a motion being made if the Council feels preliminary discussion is advisable to assist in formulating a motion.**

Rule 4. Objections to a motion.

- a. Any member of the council may make an objection to a motion if he or she believes the motion is not in order. A motion is in order if it is made at a proper time in the proper format and does not violate any applicable rules of law, ordinance, or city policy, including city policies on decorum and civility, and is not made for the purpose of unduly delaying the proceedings.
- b. An objection to a motion must be made immediately following the motion and at no other time. The objector does not need to be recognized by the presiding officer in order to voice their objection. The appropriate language for making an objection shall be substantially similar to *"I object to the motion as being out of order, and call for a ruling by the presiding officer."*
- c. A motion may be objected to as not being made at a proper time if the motion was made by a person not called upon by the presiding officer to speak, or if it does not follow the agreed upon agenda for the meeting.
- d. The presiding officer shall determine whether the motion is in order.
- e. In determining whether the motion is in order, the presiding officer shall let the objector to the motion speak once explaining his or her position. Next, the presiding officer shall let the maker of the motion speak once to answer the concerns of the objector. Then the presiding officer shall make a formal ruling as to whether the motion was in order.
- f. If the motion is ruled out of order, the motion shall not be considered. If the motion is ruled in order, the presiding officer shall open the motion for debate (if applicable).
- g. The presiding officer's ruling may be appealed as provided in Rule 7.

Rule 5. Debate.

Generally only one motion may be considered at a time in debate. Once a motion has been made, the presiding officer shall restate the motion and open the motion for debate, if the motion is debatable. The presiding officer shall conduct the debate in accordance with the following:

- a. For initial comments, all comments shall be limited to five minutes. For subsequent comments, all comments shall be limited to two minutes.
- b. The maker of the motion shall be permitted to speak first on the issue.
- c. To the extent possible, the debate shall alternate between proponents and opponents of the measure.
- d. Everyone who wishes to speak on the issue must be permitted to speak once, before council members who have already spoken are permitted to speak again.

- e. Council members shall avoid repeating points already made in the debate or other duplicative conduct that may delay the proceedings. Where a point has already been made, council members may affirm agreement or disagreement.
- f. Generally only one motion may be considered at a time in debate. Debate may only be interrupted by a motion to amend the original motion, a motion to take a brief recess, a motion to withdraw the motion by the motion's maker, a motion to divide a complex question, a motion to defer consideration to a later date, a motion to refer an issue to committee, motion for the previous question, a motion to limit debate, or a motion for a call to order. When debate is interrupted by any of these motions, the interrupting motion shall be resolved prior to resuming debate.

Rule 6. Definitions of motions that may interrupt debate (secondary motions).

As explained in Rule 5, only certain motions may interrupt debate on a motion. These are called secondary motions. When a secondary motion is made, the presiding officer must follow the same procedures in Rule 3 to consider the secondary motion. A secondary motion must be resolved, either by being ruled out of order by the presiding officer or debated and voted upon by the council, before debate on the main motion can resume. Secondary motions may also be made outside of debate, where appropriate. For example, a motion to take a brief recess can be made before, during, or after a debate.

- a. **Motion to amend the original motion.** The maker of the motion does not need to consent to a motion to amend. However, he or she may vote against the amendment or withdraw their motion via a motion to withdraw prior to any amendment being approved. Only two amendments may be made to an original motion to avoid confusion. The amendments should be voted on in reverse order, with the last amendment being voted upon first. To avoid confusion, complex language should be put in writing. A motion may not be amended so substantially as to essentially reject the original motion, though different language may be proposed so as to entirely substitute for the original language.

The appropriate language for making a motion to amend shall be substantially similar to "*I move to amend the motion by inserting between . . . and. . .*" or "*I move to amend the motion by adding after. . .*" or "*I move to amend the motion by striking out. . .*" or "*I move to amend the motion by striking out. . . and inserting. . .*" or "*I move to amend by striking out the motion . . . and substituting the following. "*

- b. **Motion to take a brief recess** is not a motion to adjourn or continue the meeting to another time or place. Instead, it is a motion to take a brief respite no greater than 20 minutes. If a motion to take a brief recess is granted, the presiding officer may set a time for the meeting to resume. In addition, the presiding officer is authorized to call for a brief recess on his or her own initiative, without a vote, to maintain order in the meeting.

The appropriate language for making a motion to recess shall be substantially similar to "*I move to take a brief recess for XX minutes. "*

- c. **Motion to withdraw a motion** is not subject to debate, and it can only be made by the motion's maker before a motion is amended.

The appropriate language for making a motion to withdraw shall be substantially similar to *"I move to withdraw my motion..."*

- d. **Motion to divide a complex question** may be used for complex items of business. It allows the council to break larger questions into smaller parts, which are considered separately.

The appropriate language for making a motion to divide a complex question shall be substantially similar to *"I move to divide the question into parts. Part 1 shall be and Part 2 shall be"*

- e. **Motion to table or defer consideration to a later date** is not subject to debate. It may be used to defer or delay consideration of a matter.

The appropriate language for making a motion to defer consideration shall be substantially similar to *"I move to defer consideration of the main motion/this item until..."*

- f. **Motion to refer an issue to committee** is not subject to debate. It may be used to refer an issue to a city committee, such as the park board or planning commission, for their report. The motion should contain an expected receipt day for the report.

The appropriate language for making a motion to refer an issue shall be substantially similar to *"I move to refer the main motion/this issue to the committee for its consideration and recommendation. The committee should report back to the council in days/weeks."*

- g. **Motion for call of the previous question** is not subject to debate. It may be used only after at least 20 minutes of debate on a single motion or when all members of the council have been permitted to speak at least once on the motion. If approved by the majority, a vote must be taken on the motion under debate immediately.

The appropriate language for making a motion to call the previous question shall be substantially similar to *"I move to call the previous question" or "I move for an immediate vote on this issue."*

- h. **Motion to limit debate** is not subject to debate. It may be used to establish time limits for debate.

The appropriate language for making a motion to limit debate shall be substantially similar to *"I move to limit debate on this issue to minutes per person" or "I move to limit council debate on this issue to no more than.... minutes total."*

- i. **Motion for a call to order** is not subject to debate. It may be used to signal to the presiding officer that the councilmember feels the proceedings have gotten disorderly.

The appropriate language for making a motion for a call to order shall be substantially similar to *"I move for a call to order by the presiding officer."*

NOTE: Most secondary motions should not literally interrupt debate. They may not be made in the midst of the comments of a speaker duly recognized by the presiding officer, or silence the speaker's speech. To make a secondary motion, the maker must be called upon and recognized by the presiding officer. There are two exceptions to this rule—a motion for a call of the previous question and a motion for a call to order. These motions may be made at any time—even in a manner that interrupts a speaker. However, these motions should be made only in the rare instance where a meeting has become out of control, strayed from the agenda, or become disorderly.

Rule 7. Appealing procedural decisions of the presiding officer.

- a. Any member of the council may appeal to the full council a ruling on order or procedure made by the presiding officer.
- b. **Procedure for appeals.** An appeal is made by motion. No second is needed for the motion. The member making the motion may speak once solely on the question involved, and the presiding officer may speak once solely to explain his or her ruling, but no other councilmember may participate in the discussion.
- c. Once both the maker of the motion and the presiding officer has spoken, the matter must be voted on by the council as a whole.
- d. The appeal shall be sustained if it is approved by a majority of the members present, exclusive of the presiding officer.

Rule 8. Other special motions explained.

- a. **Motion to adjourn** is not subject to debate. It may be used to suggest a conclusion to the meeting. The presiding officer may adjourn a meeting on his or her own initiative, without a vote, if necessary to maintain order.

The appropriate language for making a motion to adjourn shall be substantially similar to "*I move to adjourn the meeting.*"

- b. **Motion to go into closed session** may be used to close the meeting pursuant to the Minnesota Open Meeting Law. When the motion is made, the basis for closing the meeting and the applicable law must be stated into the record. The presiding officer may also close the meeting on his or her own initiative, without a council vote, if closing the meeting is mandatory under the law or if directed by the city attorney.

The appropriate language for making a motion to go into closed session shall be substantially similar to "*I move to close the meeting in order to consider pursuant to of the Minnesota Open Meeting Law.*"

- c. **Motion to leave a closed session** may be used to conclude a closed session and return to an open meeting.

The appropriate language for making a motion to leave a closed session shall be substantially similar to "*I move to open the meeting.*"

- d. **Motion to revive consideration of an issue** may be used to request consideration of an issue previously tabled, deferred, or referred to committee at any prior meeting. The appropriate language for making a motion to revive shall be substantially similar to "*I move to revive consideration of previously tabled/deferred/referred to committee.*"

- e. **Motion to reconsider** may be made no later than the next regular meeting of the city council following the meeting where the issue was originally considered and voted upon. It may be made only by a person on the prevailing side of an issue. In the event of a tie vote, those voting against the issue shall be considered the prevailing side.

The appropriate language for making a motion to reconsider shall be substantially similar to "*I move to reconsider...*"

- f. **Motion to rescind or repeal** may be made at any meeting following the meeting where the issue was originally considered and voted upon. It may be made by any council member, whether or not he or she was on the prevailing side. It may not be made when prevented by law or where substantial reliance on the council's previous decision has occurred (for example, in the area of contracts or hiring/termination of employees).

The appropriate language for making a motion to reconsider shall be substantially similar to "*I move to rescind/repeal the council's previous action related to as stated in resolution number...*"

- g. **Motion to prevent reintroduction of an issue for months** is not subject to debate. It may be used to limit discussion of an issue that has been raised and/or moved for reconsideration several previous times.

The appropriate language for making a motion to prevent reintroduction shall be substantially similar to "*I move to prevent reintroduction of this issue for months.*"

- h. **Motion to suspend the rules or to consider a motion informally** should be used sparingly on issues likely to be uncontroversial. Complex motions and resolutions should still be put in writing. This motion may permit informal discussion of an issue (such as a roundtable discussion, brainstorming session, visioning session, etc.) where appropriate.

The appropriate language for making a motion to proceed informally shall be substantially similar to "*I move that we suspend the rules and proceed informally in discussing the issue of ...*"

Rule 9. Resolutions and ordinances.

Simple motions shall be used only for procedural and meeting matters. Substantive issues, such as the approval or disapproval of contracts, licenses, or permits; the censure of council members; the hiring, termination, or promotion of employees; the appointment of board, commission, and committee members; and the adoption of city policies, rules, and ordinances shall be by resolution. An exception to this general rule may be made in instances where significant documentation of the council's decision exists, rendering an additional resolution repetitive (for example, where a written contract spells out all the terms that would be listed in the resolution). All resolutions shall be written and numbered in a manner consistent with the city's record keeping policies.

The appropriate language for a motion for the adoption of a resolution shall be substantially similar to "*I move to adopt the resolution numbered...*"

Rule 10. Robert's Rules not applicable.

These rules are designed specifically for Minnesota city councils. Further, these rules were drafted to be an appropriate level of regulation and formality for smaller governing bodies typically seen in Minnesota cities. Robert's Rules of Order is not assumed to apply or to supplement these regulations. Where a situation arises that is not addressed by these rules, the intent of these rules, as expressed in the preamble, should be effectuated by the presiding officer, in consultation with the city attorney.

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Public Works	Meeting Date: January 26, 2015	Agenda Item No. 6d
Agenda Section: Consent	Item: Budgeted Public Works Equipment	
<p>RECOMMENDATION: Approval of the purchase of budgeted public works equipment using Public Works Equipment Fund and Utilities Funds.</p>		
<p>PREVIOUS COUNCIL ACTION: Approval of budget and financial management plan that funded these equipment purchases.</p>		
<p>BACKGROUND: The Public Works Department budgeted for purchase of forklift, a bandsaw, and a bobcat & attachments in 2015 as discussed with the Council during budget process. Total budget for these purchases is \$23,500 from the PW Equipment Fund and \$27,000 from your water/sewer funds. Cost quotes attached total \$50,016 plus shipping for the bandsaw. Public works also plans replacement of the 2003 sewer jet vac and the 1994 Cat Loader, along with a pickup and a couple more minor purchases in 2015. Those will come back to you with separate recommendations.</p>		
<p>BUDGET/FISCAL IMPACT: No budget impact – funds were a planned expenditure so no increased funding from the City is required.</p>		
<p>ATTACHMENTS: None</p>		
<p>COUNCIL ACTIONS REQUESTED: Consent agenda approval serves as approval of the expenditure. If item is removed from Consent, separate motion is requested approving expenditure.</p>		

J-3410-2, 7" X 12" HORIZONTAL BANDSAW

414455

The upgraded J-3410 7" x 12" bandsaw has a huge square frame and rapid acting vise for quick set up and cutting action. With a 3/4HP motor, side and rear blade guides and 3/4" bi-metal blade included this heavy-duty saw is built to last.

\$1455.00
Plus
Shipping



FEATURES

- For added safety, the motor and electrics follow strict guidelines and electrical requirements to be certified by CSA Group
- Blade drive is a steel, heat treated worm driving a bronze worm gear in an oil bath
- Blade guides with side eccentric shaft with ball bearings with rear-ball bearings
- Quick-positioning vise with fully adjustable jaws, swivels to 45°
- New, large 8" wheels for convenient moving to various work stations
- Blade wheels are made from flanged cast iron
- Fully adjustable hydraulic downfeed system
- Heavy-duty cast iron saw bow and bed
- Automatic shut-off after cut
- Coolant System
- Adjustable material stop
- 3/4" 5/8 TPI Bi-Metal blade

SPECIFICATIONS

Cutting Capacity (W x D) (In.)	7 x 12
Round at 90 Degrees (In.)	7
Round at 60 Degrees (In.)	
Round at 45 Degrees (In.)	4-1/2
Rectangle at 90 Degrees (In.)	2 x 12 / 7 x 10-1/2
Rectangle at 45 Degrees (In.)	7 x 3-1/2
Rectangle at 60 Degrees (In.)	
Square at 90 Degrees (In.)	
Square at 45 Degrees (In.)	
Square at 60 Degrees (In.)	
Throat Depth (In.)	
Head Movement (Deg.)	
Vise Swivels (Deg.)	45°
Blade Speeds (SFPM)	80, 130, 180, 265
Blade Wheel Diameter (In.)	11-7/16
Blade Length (In.)	93
Blade Size (In.)	3/4 x .03593

RESOURCES

- [Brochure](#)
- [Manual](#)
- [View More Details](#)

STAND BEHIND YOUR WORK™



550+ SERVICE CENTERS NATIONWIDE

INDUSTRY-LEADING WARRANTIES

EXPERT TECHNICAL SERVICE



1/14/2015

City of Sartell

Attn: Rick Lyon

Year: 2012
 Make: HYUNDAI
 Model: 25L-7A
 Capacity: 5000
 Power: LP
 Height: 197T-SS
 Tires: SOLID PNEUMATIC
 Hours: 194
 Freight: Dealership
 Fleet Code: H1073
 Price: \$22,950



Additional Details: Lift comes with 42" forks and lp tank. Remainder of new warranty.

THIS PROPOSAL IS SUBJECT TO ACCEPTANCE BY BUYER AND SELLER WITHIN 30 DAYS FROM THE DATE HEREOF AND ONLY IN ACCORDANCE WITH THE TERMS STATED HEREON. BUYER GRANTS SELLER A SECURITY INTEREST IN EQUIPMENT DESCRIBED HEREIN UNTIL PAYMENT HAS BEEN MADE IN FULL.

Accepted by:

Accepted by

Seller: Shane Madison

Buyer: _____

Submitted By:

Date: _____

SMADISON@HERCULIFT.COM
Herc-U-Lift Territory Manager
763-242-9405

Title: _____
Company: _____

FARM-RITE EQUIPMENT OF ST. CLOUD INC.

810 MAYHEW LAKE ROAD NE ST. CLOUD, MN 56304 ~ PO BOX 717 SAUK RAPIDS, MN 56379
Phone 1.320.240.2085 Toll free 1.844.262.2281 Fax 1.320.230.1012

QUOTE

TO: City of Saelell

FROM: Mark Kunkel ~ Sales mark.kunkel@farmriteequip.com

3650 Utility Vehicle	\$25120 ⁰⁰
4x4 Diesel	
Cab Htr AC	
Box mounted sprayer	\$1450 ⁰⁰
w/ extra Hoses included	
70" Angle Broom	\$4460 ⁰⁰
w/ Aux Relief Kit (7225134)	64.31
w/ Debris screen Kit (7213588)	104.61
	4628.92
	31198.92
Farm Rite + Bobcat Discount -	7487.74
	23711.18
Freight + Prep -	1900.00
Total	25611.18

Authorized Dealer For:



SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Administration	Meeting Date: January 26, 2015	Agenda Item No. 6e
Agenda Section: Consent	Item: Operations Consultant Agreement	
<p>RECOMMENDATION: Approval of attached Agreement for community center operations consultant.</p> <p>BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A</p> <p>BACKGROUND: The Council's initial steps for community center planning are putting into place a team to ensure you have solid capital and operating cost estimates for the various decisions to be made in the coming months. Lyle Mathiasen has the skills and experience that staff recommends to help the Council analyze operating costs and options from his years of experience running numerous recreational facilities for the City of St. Cloud.</p> <p>BUDGET/FISCAL IMPACT: Costs for the community center will be paid from the sales tax fund, including architectural, construction manager, and consultant costs which are instrumental to the project's completion.</p> <p>ATTACHMENTS: Independent Contractor Professional Service Agreement</p> <p>COUNCIL ACTIONS REQUESTED: Consent agenda approval serves as approval of the Agreement. If item is removed from Consent, separate motion is requested approving attached Agreement.</p>		

**INDEPENDENT CONTRACTOR
PROFESSIONAL SERVICE AGREEMENT**

THIS AMENDMENT is made and entered into effective January 27, 2015, by and between the City of Sartell, Minnesota, hereinafter "City" and Lyle Mathiasen, "Contractor".

RECITALS

WHEREAS, the City needs expertise in community center facility operations analysis and cost estimating to provide the best possible service to its taxpayers; and

WHEREAS, the City desires to enter into an agreement with a professional to provide these services; and

WHEREAS, the Contractor has professional experience working for the City of St. Cloud and in running his own business that provides the experience and qualifications the City seeks to provide this service and the Contractor is free to carry on any other activity that contractor sees fit, within Contractor's own discretion, provided that Contractor performs the tasks undertaken for the City.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the City and the Contractor agree as follows:

AGREEMENT

1. **Services:** Contractor will provide consulting on a project basis to the City for an hourly fee of \$60 per hour, with total billed hours not to exceed \$10,000, as outlined below. Such consulting will include reviewing/recommending community center facility plans, cost estimating operations for such facility, and recommending operations and management strategy for such facility.
 - Phase 1: Through programming phase/concept cost estimate completion as outlined on attached timeline: Not to exceed \$4,000
 - Phase 2: Through schematic design and operations management decisions completion as outlined on attached timeline: Not to exceed \$4,000
 - Phase 3: Through design development and project bidding completion as outlined on attached timeline: Not to exceed \$2,000

Contractor will work independently to gather and analyze operational data from other similar facilities; will work with potential user groups to estimate use, revenues, and expenses; will attend City Council meetings when his input is requested or informational presentations are needed to help the Council in making community center facilities decisions that will be based on capital and operational cost estimates.

2. **Access:** City agrees to provide Contractor with access to pertinent information, records, systems and data, as determined necessary in the discretion of Contractor.
3. **Contractor Status:** The Contractor is an independent contractor and not an employee of the City. No tenure or any rights or benefits, including medical or health coverage, sick leave, vacation leave, severance pay, workers' compensation or other benefits available to City employees shall accrue to Contractor under this Agreement. City will not withhold money for income taxes, FICA or employee related benefits since Contractor is not an employee of the City and is responsible for Contractor's own filing and quarterly estimates, if any.

Contractor agrees to provide such services on an "as needed" basis at such time or times as the City Administrator requests such services. City makes no representations with regard to the frequency of requests and this is a non-exclusive contract such that City may obtain the same services from other contractors.

Contractor shall perform the services under this contract at such location and at such times as Contractor deems appropriate while providing the service requested by the City.

Contractor shall provide all tools, transportation, and communication devices deemed necessary to carry out the field services of this agreement.

4. **Payment:** Contractor shall be paid up to the "not to exceed" amount based upon monthly invoices to City by Contractor. No separate charges will be made for equipment charges, communication charges, or overhead, but mileage at the IRS rate may be charged for out of town site visits or research requested for this project. Payment for services shall be made directly to the Contractor within 30 days of presentation of a claim in the manner provided by law for payment of claims against the City.
5. **Data Practices:** All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.
6. **Merger and Modification**
 - 6.1 It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
 - 6.2 Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

7. **Cancellation:** This Agreement may be cancelled by either party upon 30 days written notice to the other party.
8. **Subcontracting and Assignment:** Contractor shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. The Contractor shall be responsible for the performance of all subcontractors and employees of Contractor.
9. **Records-Availability and Retention:** The Contractor agrees and understands that the books, records, documents and accounting procedures and practices relating to this Agreement are subject to examination by the City, and either the legislative auditor or the State Auditor, as appropriate for a period of six years from the date of termination of this Agreement. Contractor shall retain all records for the required period.
10. **Nondiscrimination**

10.1 During the performance of this Agreement, the Contractor agrees to the following:

A. No person shall, on the grounds of race, color, religion, age, sex, disability, sexual orientation, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

IN WITNESS WHEREOF, we have set our hands effective the date of this Agreement.

CONTRACTOR

CITY OF SARTELL

By: _____
Lyle Mathiasen

By: _____
Title: _____

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Fire Department	Meeting Date: January 26, 2015	Agenda Item No. 6f
Agenda Section: Consent	Item: Budgeted Fire Equipment	
<p>RECOMMENDATION: Approval of the purchase of budgeted fire equipment using Fire Equipment Fund.</p> <p>PREVIOUS COUNCIL ACTION: Approval of budget and financial management plan that funded these equipment purchases.</p> <p>BACKGROUND: The Fire Department budgeted for purchase of a light tower and electric fan and tube which were discussed with the Council during budget process. Total budget for these purchases is \$17,400. The remaining budgeted capital item from Fire Equipment Fund in 2015 are an equipment trailer and the potential air van replacement and a committee of Department members will be studying that for future Council recommendation.</p> <p>BUDGET/FISCAL IMPACT: No budget impact – funds were a planned expenditure so no increased funding from the City is required.</p> <p>ATTACHMENTS: None</p> <p>COUNCIL ACTIONS REQUESTED: Consent agenda approval serves as approval of the expenditure using Fire Equipment Fund. If item is removed from Consent, separate motion is requested approving expenditure.</p>		

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Administration & Police Dept	Meeting Date: January 26, 2015	Agenda Item No. 6g
Agenda Section: Consent	Item: Kennel Permit	
<p>RECOMMENDATION: Approval of 2015 Kennel Permit.</p> <p>PREVIOUS COUNCIL ACTION: Council has instructed staff to work on an animal ordinance update, and that is in draft status as we await legal and consultant review and as St. Cloud also works toward review/updates of their ordinance. Regardless of whether the Sartell Council decides on a 2 or 3 dog limit, you will grandfather in existing pets so your 2015 kennel permit decisions will not impact your ability to impose different limits in any 2015 ordinance update – the grandfathering in clause would prevail in any event.</p> <p>BACKGROUND: Your current language regarding housing more than 2 dogs reads as follows: 5-3-6: <i>EXCESSIVE KENNELS.</i></p> <p><i>A. Definition of Excessive Kennel. The keeping of three or more dogs on the same premises, whether owned by the same person or not and for whatever purpose kept, shall constitute an "excessive kennel;" except that a fresh litter of pups may be kept for a period of three months before such keeping shall be deemed to be an "excessive kennel."</i></p> <p><i>B. Excessive Kennel as a Nuisance. Because the keeping of three or more dogs on the same premises is subject to great abuse, causing discomfort to persons in the area by way of smell, noise, hazard, and general aesthetic depreciation, the keeping of three or more dogs on the premises is hereby declared to be a nuisance and no person shall keep or maintain an excessive kennel within the City, unless an Excessive Kennel Permit is issued by the City Council.</i></p> <p><i>C. Excessive Kennel Permit: The City Council may annually issue a permit to maintain an Excessive Kennel to a resident requesting to maintain as many as five dogs. Each request must be reviewed on an individual basis. Any record of complaints to the City may be cause for denying the permit.</i></p> <p>BUDGET/FISCAL IMPACT: None.</p> <p>ATTACHMENTS: Permit application.</p> <p>COUNCIL ACTION REQUESTED: Consent agenda approval serves as approval of kennel permit. If item is removed from Consent, separate motion is requested approving kennel permit.</p>		



Application for Excessive Kennel Permit

City of Sartell
125 Pinecone Rd N
Sartell, Mn 56377
Phone: (320) 253-2171

The City of Sartell requires that a Kennel Permit be obtained by any individual keeping more than two (2) dogs over six months of age at a property in Sartell. Kennel Permit applications are subject to review and approval by City Staff, the Police Department, Animal Control Officer, and the Sartell City Council. Please complete this application form and remit to Sartell City Hall with the applicable license fee.

KENNEL PERMITS EXPIRE DECEMBER 31 OF EACH YEAR AND MUST BE RENEWED ANNUALLY.

Owner Information

Owner Name: Jennifer Watson
Sartell Property Address: 7000 Riverside Ave S.
Home Phone: [REDACTED] Daytime Phone: _____
E-Mail: _____

License Requested

EXCESSIVE KENNEL PERMIT/ Fee – Based on Current year fee schedule. [REDACTED]

A residential Kennel Permit applies to residential properties where three or more dogs are kept or housed for the sole noncommercial use, benefit or enjoyment of the occupant. All animals over six months of age are required to have individual City of Sartell dog licenses which are NOT included in this application fee. A new Kennel Permit application must be submitted if the number of dogs over six months of age increases and any fee increase must accompany new permit application.

Please indicate the number of dogs you presently own or are keeping at this location:

Breed of Dog	Pet's Name	Gender	Circle if Applicable	Rabies Vaccination
mixed	Sadie	Male <u>Female</u>	Neutered <u>Spayed</u>	Date: <u>4/29/14</u> Expiration: <u>4/28/17</u> Clinic: <u>Boyer</u>
Corgi	Sam	<u>Male</u> Female	<u>Neutered</u> Spayed	Date: <u>4/29/14</u> Expiration: <u>4/28/17</u> Clinic: <u>Boyer</u>
Labrador	Tanner	<u>Male</u> Female	<u>Neutered</u> Spayed	Date: <u>4/29/14</u> Expiration: <u>4/28/17</u> Clinic: <u>Boyer</u>
		Male Female	Neutered Spayed	Date: Expiration: Clinic:
		Male Female	Neutered Spayed	Date: Expiration: Clinic:

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Administration	Meeting Date: January 26, 2015	Agenda Item No. 6h
Agenda Section: Consent	Item: Winkelman Contract - Mighty Ducks	
<p>RECOMMENDATION: Approval of attached Construction Manager Agreement for Mighty Ducks project at Bernick's Arena.</p> <p>BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A</p> <p>BACKGROUND: The Council previously authorized a \$100,000 City contribution toward a Mighty Ducks grant funded project at Bernick's arena. The Council is now asked to approve the standard construction manager agreement for the project since this is a reimbursement grant and so we will fund the project in accordance with grant requirements and then submit the required State paperwork for reimbursement. Winkelman was selected by the Sartell Recreation Board, but the City has also worked with Winkelman successfully on past projects, most recently your Val Smith Park shelter project.</p> <p>BUDGET/FISCAL IMPACT: Prior Council approved funding of \$100,000 comes from the park and recreation allocation budgeted from existing sales tax funds. No budget impact from your action tonight.</p> <p>ATTACHMENTS: Construction Manager Agreement.</p> <p>COUNCIL ACTIONS REQUESTED: Consent agenda approval serves as approval of the Agreement. If item is removed from Consent, separate motion is requested approving attached Agreement.</p>		



AIA[®] Document C132[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Twentieth day of January in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Sartell
125 Pinecone Road North
Sartell, MN 56377

Sartell Recreation Board
1109 1st Street South
Sartell, MN 56377

and the Construction Manager:
(Name, legal status, address and other information)

Winkelman Building Corporation
340 Highway 10 South
St. Cloud, MN 56304

for the following Project:
(Name, location and detailed description)

Bernicks Pepsi Arena – 2014 Mighty Ducks Grant
1109 1st Street South
Sartell, MN 56377

Dehumidification System / Elevator / Domestic Water Treatment

The Architect:
(Name, legal status, address and other information)

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Dehumidification System / Elevator / Domestic Water Treatment.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

\$300,000.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

.2 Commencement of construction:

.3 Substantial Completion date or milestone dates:

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Negotiated Contract

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Mary Degiovanni – City of Sartell
P.O. Box 140
Sartell, MN 56377

Eric Grahek – Sartell Recreation Board
1109 1st Street South
Sartell, MN 56377

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

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.3 Civil Engineer:

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Robbie Schultz
Winkelman Building Corporation
340 Highway 10 South
St. Cloud, MN 56304

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

.2 Other consultants:

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

§ 1.1.15 Other Initial Information on which the Agreement is based:

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§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars and NO/100 (\$ 1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than Five Hundred Thousand Dollars and NO/100 (\$ 500,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Million Dollars and NO/100 (\$ 5,000,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than N/A (\$ N/A) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

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§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review

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the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Construction Manager’s services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner’s occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor’s cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor’s Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor’s Application and Certificate for Payment to the Architect.

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- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control

over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings		
§ 4.1.2 Architectural interior design (B252™–2007)		
§ 4.1.3 Tenant-related services		
§ 4.1.4 Commissioning (B211™–2007)		
§ 4.1.5 LEED® certification (B214™–2012)		
§ 4.1.6 Furniture, furnishings, and equipment design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

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- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the

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Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a

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complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

Project Construction Budget up to \$300,000.00 fee will be 10%

Includes: Dehumidification System, Elevator, And Domestic Water Treatment.

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

25% of CM Fee

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

75% of CM Fee

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
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§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of One Dollar (\$ 1.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Fifteen (15) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

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Wall Street Prime plus 2%

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
 - .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
 - .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Refer to additional documents concerning Mighty Ducks Grant:
Mighty Ducks Grant & Invoice Processing Guidelines
Mighty Ducks Grant Agreement – End Grant

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Mary Degiovanni City Administrator

(Printed name and title)

Duane Schultz President

(Printed name and title)

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MINNESOTA AMATEUR SPORTS COMMISSION

Mighty Ducks Grant & Invoice Processing Guidelines

GRANT PROCESSING

- Obtain official signature on two (2) copies of grant agreement and forward to:
Lynda Lynch
Minnesota Amateur Sports Commission
1700 – 105th Avenue NE
Blaine MN 55449
- School Districts must obtain the signature of the superintendent on grant agreements. Local government units must obtain the appropriate officials with signature authority.
- Contract work **cannot** begin until final execution of grant agreement (all of the appropriate signatures have been obtained and grant funds have been encumbered).
- A final copy of the executed grant agreement will be mailed to grant recipient.

INVOICE PROCESSING

- For invoicing, applicant must expend funds for the total grant award amount before submitting for financial reimbursement from grant and must certify that the project has been completed.
- Grant recipient must submit formal written grant reimbursement request on appropriate official letterhead and signed by the appropriate official(s).
- Grant recipient will submit, along with the above referenced formal letter of request, copies of PAID invoices that equal or exceed the match requirement for the grant award.
- If in-kind contributions constitute a portion of the match requirement; submit evidence of the current market value of the contribution.
- Grant invoicing requests should be mailed to: Lynda Lynch at above address.
- Approved payment requests will be processed within 30 days of receipt of request.



MIGHTY DUCKS GRANT PROGRAM

Grant Agreement – End Grant

THIS grant contract, and amendments and supplements thereto, is between the State of Minnesota, acting through its Amateur Sports Commission (hereinafter STATE) and the City of Sartell (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE pursuant to Minnesota Statutes 2014, Chapter 240A, Section 9 is empowered to promote the development of proposals and award grants for new statewide public ice facilities and for renovation of existing ice arenas, including priority given to indoor air quality improvements and projects that eliminate R-22 and purchase of ice resurfacer; and

WHEREAS, on July 28, 2014, the STATE issued a Request for Proposals (RFP) in the State Register seeking proposals from eligible GRANTEES interested in building or renovating public ice arenas; and

WHEREAS, the STATE approved the grant award recommendations at its November 17, 2014 Commission Meeting; and

WHEREAS, GRANTEE's proposal was among those selected to receive grant funds to finance the construction, renovation of an ice arena or purchase of an ice resurfacer; and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

- I. GRANTEE'S DUTIES. GRANTEE shall construct a new public ice arena or renovate an existing public arena in accordance with the terms, conditions and specifications set forth in the STATE's RFP and GRANTEE's grant application, which shall be read together, attached hereto, and incorporated by reference as Exhibit A.
- II. CONSIDERATION AND TERMS OF PAYMENT
 - a. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall be and shall not exceed one hundred thousand dollars (\$100,000).
 - b. Terms of Payment. Payment shall be made by the STATE promptly after GRANTEE's presentation of evidence documenting that the project has been completed and paid for with funds other than this grant award.

- i. All funds shall be paid to GRANTEE after STATE has agreed that the Project is complete, demonstrated by a Certificate of Occupancy when applicable or an Affidavit of Project Completion (Attachment A).
 - ii. In addition, the GRANTEE shall submit copies of paid invoices for Project expenses along with a letter on GRANTEE's official letterhead (Attachment B) that will serve as GRANTEE's official invoice.
 - iii. Payment shall be made directly to the GRANTEE following review and approval of required documents. Payment shall be made within thirty (30) days from receipt of invoice.
- III. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined by the sole discretion of its authorized representative, and in accord with all applicable federal, state and local laws, ordinances, rules and regulations. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
- IV. TERMS OF CONTRACT. This grant contract shall be effective on December 15, 2014 or upon the date the final required signature is obtained by the STATE, pursuant to Minn. Stat. 16B.06, subd.2, whichever occurs later, and shall remain in effect until June 15, 2016, or until all obligations set forth in this grant contract has been satisfactorily fulfilled, whichever occurs first.
- V. CANCELLATION. Prior to disbursements of funds, this grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. If the STATE finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled, the STATE may take action to protect its interests, including requiring the return of all or part of the funds already disbursed.
- VI. STATE'S AUTHORIZED REPRESENTATIVE. The STATE's authorized representative for the purpose of administration of this grant is Todd M. Johnson or his successor in office. The GRANTEE's authorized representative for purposes of administration of this grant contract is Mary Degiovanni. The GRANTEE's authorized representative shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions and requirements of this grant contract.
- VII. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.
- VIII. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

- IX. LIABILITY. GRANTEE agrees to indemnify and save and hold the STATE, its representatives and employees harmless from any all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this grant contract by GRANTEE or GRANTEE's agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE's failure to fulfill its obligations pursuant to this grant contract.
- X. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the GRANTEE relevant to this grant contract shall be subject to examination by the STATE and the Legislative Auditor.
- XI. DATA PRACTICES ACT. The GRANTEE agrees to comply with the Minnesota Data Practices Act as it applies to all data provided by the STATE in accordance with this grant contract and as it applies to all data created, gathered, generated or acquired in accordance with this grant contract.
- XII. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this grant contract, including, but not limited to, noticed, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any sub-grantees shall identify the STATE as a sponsoring agency and shall not be released without prior approval by the STATE's authorized representative.
- XIII. ANTITRUST. GRANTEE hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
- XIV. PREVAILING WAGE. GRANTEE hereby acknowledges that acceptance of this grant expressly subjects its construction or renovation to prevailing wage rate statutes (Minn. Stat. 177.41, et. seq.).
- XV. JURISDICTION AND VENUE. This grant contract and amendments and supplements hereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XVI. GRANTEE SIGNATURES. GRANTEE certifies that authorized person(s) have executed the grant contract on behalf of the GRANTEE as required by applicable articles, by-laws or resolutions.
- XVII. OTHER PROVISIONS. (Attach additional pages as necessary).

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed.

APPROVED:

GRANTEE:

City of Sartell

By: _____

Its: _____

Date: _____

And: _____

Its: _____

Date: _____

STATE AGENCY:

Minnesota Amateur Sports Commission

By: _____

Its: Executive Director

Date: _____

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department Planning Department	Meeting Date: January 26, 2015	Agenda Item No. 6i
Agenda Section: Consent	Item: Calling Public Hearing for a Conditional Use Permit	

RECOMMENDATION:

Call a public hearing for February 9, 2015 to obtain input on a conditional use permit request from Fouquette Auto to operate automotive sales in a B-2 Zone.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION:

PREVIOUS COUNCIL ACTION:

NA

BACKGROUND:

Fouquette Auto Inc, owner of the property located at 5 Riverside Avenue South has requested an approval for a conditional use permit to utilize a portion of the property as a used car dealership. The primary usage of the property is auto repair. The property is zoned B-2, General Business, which requires a conditional use permit to allow for automotive sales. The purpose of the conditional use is that the proposed use is permitted, with conditions.

The existing building is 3,339 square feet and the indoor sales area would encompass 1,000 square feet. The remaining square footage is devoted to auto repair.. The outdoor sales area cannot be more than twice the square footage of the indoor sales area, which would allow 2,000 square feet be used for outdoor sales. The proposal is for 6 parking spaces (1080 sf) to be used for outdoor automotive sales.

BUDGET/FISCAL IMPACT:

NA

ATTACHMENTS:

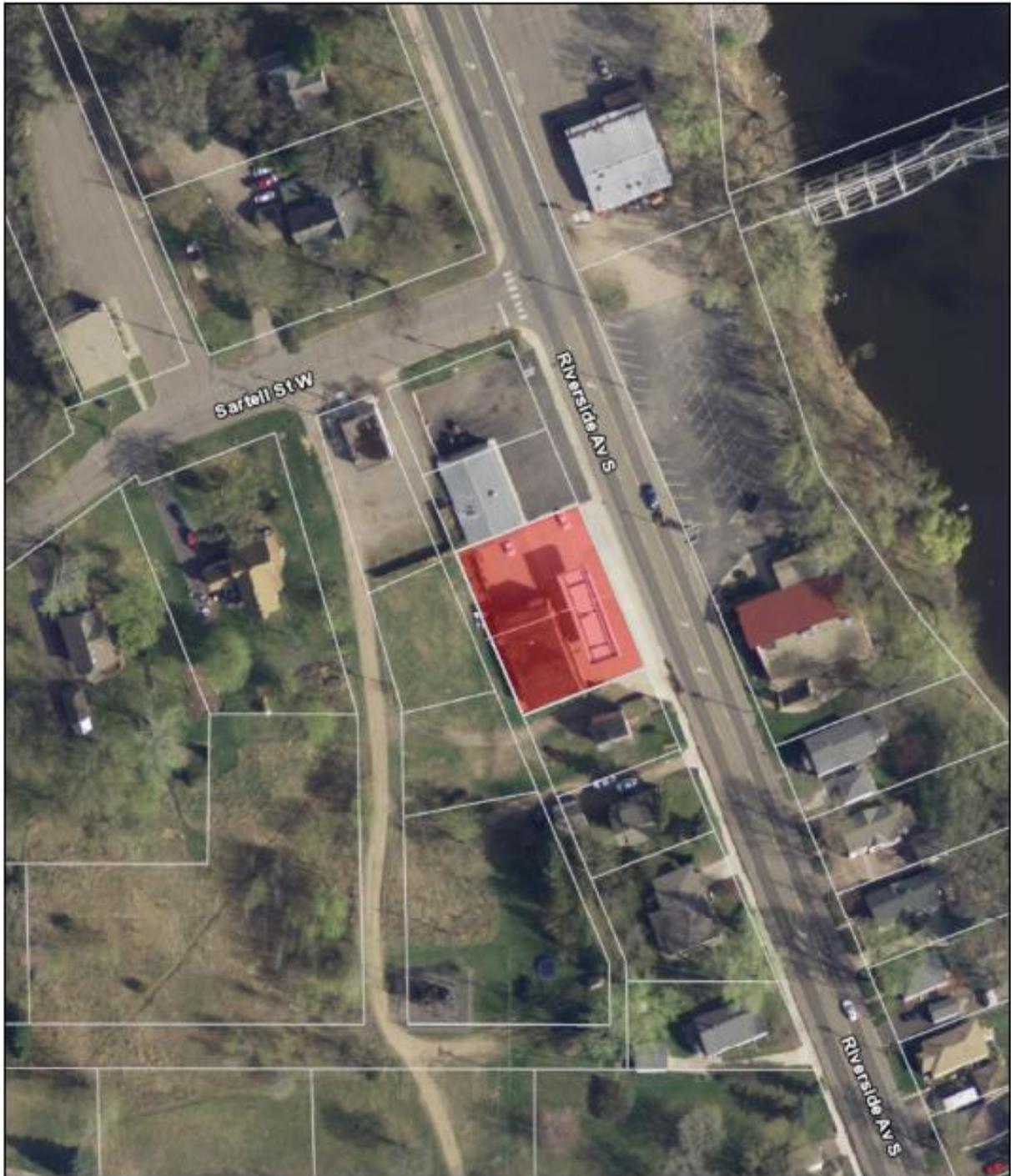
1. Site map prepared by the City
2. Resolution

ACTION REQUESTED:

Consent agenda approval calls the public hearings. If item is removed from Consent, separate motion is requested calling public hearings.

CUP Request

January 21, 2015



0 45 90 Feet



City of Sartell

Map Powered by DataLink
from WGS & Associates

RESOLUTION NO.

**RESOLUTION CALLING FOR A PUBLIC HEARING ON AN
APPLICATION FOR A CONDITIONAL USE PERMIT**

WHEREAS, the city council of the City of Sartell, Minnesota has received an application for a conditional use permit from Fouquette Auto, Inc. of Sartell, MN, applicant and owner; allowing for automotive sales on certain property described as follows:

5 Riverside Drive South, Sartell MN

“Subject Property”

WHEREAS, Section 10-6B-3(A), of the City of Sartell’s Zoning Ordinance requires that a conditional use permit be obtained for automotive sales in a B2 General Business District; and

WHEREAS, a public hearing is required prior to the issuance of any such conditional use permit.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SARTELL, MINNESOTA: That the Sartell City Council will consider said application at a the public hearing on the 9th day of January, 2015, before the city council in the City Hall at 7:00 P.M., or as soon thereafter as the matter may be heard, and the clerk shall give published notice as required by law.

ADOPTED BY THE SARTELL CITY COUNCIL THIS 26th DAY OF JANUARY, 2015.

Mayor

ATTEST:

Administrator

SEAL

CERTIFICATION

I, Mary Degiovanni, City Administrator, of the City of Sartell, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Council of the City of Sartell at a regular meeting held on the 26th day of January, 2015.

Mary Degiovanni
City Administrator
City of Sartell, Minnesota

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department Planning Department	Meeting Date: January 26, 2015	Agenda Item No. 6j
Agenda Section: Consent	Item: Approval of updated development and regulatory timeline	

RECOMMENDATION:

Approve the updated development and regulatory timeline

BOARD/COMMISSION/COMMITTEE RECOMMENDATION:

PREVIOUS COUNCIL ACTION:

NA

BACKGROUND:

As you may recall from the approved IUP (which expires August 2015), AIM Development provided, prior to issuance of the demolition permit, a detailed work plan and schedule, to the satisfaction of the City, for completing the demolition and redevelopment project and including the steps necessary to secure the NA(s) or NFA(s) and Site File Closure letters, as well as removal of the concrete foundations and footings. Failure to obtain the NA(s) or NFA(s) and Site File Closure letters by the dates cited in the schedule after a reasonable cure period could result in the City terminating the Permit or exercising the performance bond or both. Due to a number of delays and/or early completions, we are recommending approval of a revised regulatory schedule to reflect a more realistic timeline of events and expected approvals.

BUDGET/FISCAL IMPACT:

NA

ATTACHMENTS:

1. Timeline

ACTION REQUESTED:

Consent agenda approval calls the public hearings. If item is removed from Consent, separate motion is requested calling public hearings.

**AIM Development USA LLC
Sartell Site
100 East Sartell Street
Sartell, MN**

Demolition and Regulatory Timeline/Schedule

**August 28, 2013
November 13, 2013
Updated – January 26, 2015**

Task/Report	Duration	Completed
Review and select redevelopment planning consultant –AIM	30 days	Sept 23, 2013
Issue \$3.75M Performance Bond to City for environmental investigation and remediation	30 days	November 1, 2013
Phase I Environmental Site Assessment (ESA) Update	60 days	December 15, 2013
Submit Phase II ESA Work Plan (areas not subject to demolition) to the MPCA for review and approval*	60 days	Dec 31, 2013
MPCA Approval of Phase II ESA Work Plan (areas not subject to demolition)**	30 days	January 31, 2014
Phase II ESA (areas not subject to demolition)	6 months	May 30, 2014
No Association Determination (if applicable)	30 days	June 30, 2014
Submit Phase II ESA Work Plan (demolition areas) to the MPCA for review and approval* -	60 days	November 30, 2015 <u>February 1, 2015</u>

MPCA approval of Phase II ESA Work Plan (demolition areas) ** Consolidating the review and approval in one submission (see above)	30 days	Dec 31, 2014 NA
Phase II ESA (demolition areas)	120 days	May 31, 2015 February 15, 2015
<u>Resume Redevelopment Planning Process</u>		<u>March 15, 2015</u>
No Association Determination (if applicable)	30 days	June 30, 2015
Submit Phase II ESA Report and Response Action Plan (RAP) for soil, soil vapor, and groundwater, covering non-demolition Area and Demolition Area to the MPCA for review and approval	60 days	March 30, 2015 June 30, 2015
MPCA Approval of Phase II ESA Report and RAP**	30 days	April 30, 2015 July 31, 2015
<u>Complete Redevelopment Planning Process</u>		<u>June 1, 2015</u>
Demolition of Buildings and Site	23 Months	Dec 31, 2014 June 30, 2014
Response Action (RA) Implementation and submittal of an RA Implementation Report to the MPCA for review and approval	10 months	May 31, 2016
MPCA approval of the RA Implementation Report**	30 days	June 30, 2016
MPCA Assurances***	60 days	Aug 31, 2016

* Investigation will include soil, soil vapor, and groundwater

- ** Assumes MPCA approval within 30 days
- *** MPCA Assurances will include a Petroleum File Closure letter(s) for tank and non-tank petroleum release(s). For non-petroleum releases, MPCA Assurances will include as applicable: (1) a Technical Assistance letter indicating the site was fully characterized per MPCA approved Phase II investigation work plans and no contaminants were found; or (2) a No Action Determination for soil, soil vapor, and groundwater if the site was characterized per MPCA approved Phase II investigation work plans and detected soil, soil vapor, and/or groundwater contaminants that did not warrant response actions per MPCA VIC guidance; or (3) a No Further Action Determination for soil, soil vapor, and/or groundwater if the site was fully characterized per MPCA approved Phase II investigation work plans and detected soil and/or soil vapor and/or groundwater contaminants that warranted response actions per MPCA guidance and such response actions were implemented and MPCA approved the implementation.

Note: The Phase II Investigation is split into two parts to avoid the complications of investigating areas that are undergoing active demolition.

prepared by: American Engineering Testing Inc. (slight modification by Anita Rasmussen, City of Sartell).

SARTELL CITY COUNCIL

AGENDA COVER SHEET

Originating Department: Administration	Meeting Date: January 26, 2015	Agenda Item No. 8a
Agenda Section: Old Business	Item: Area Legislative Priorities	
<p>BACKGROUND: The attached draft priorities were circulated to Council for consideration and we would like Council discussion and input on a final list. This is also being discussed among the other area cities and those items that all cities can approve will be the final version adopted. You will notice that the format has been changed for 2015 to separate actual proposals the area cities might agree upon for our local legislators to advocate, followed by more general policy statements.</p> <p>BUDGET/FISCAL IMPACT: None</p> <p>ATTACHMENTS: None</p> <p>COUNCIL ACTION REQUESTED: Discussion and direction to staff at this point so a final version can be developed by the City Administrators for area City Council approvals. If there is not Council consensus on the list to be submitted, motions as needed on any non-consensus proposals or policy statements are requested so we can determine which have Council majority support.</p>		

2015
**Joint Resolution of the Central MN Cities of St. Cloud, Sartell,
Sauk Rapids, Waite Park, St. Joseph, and St. Augusta**
**Advocating Support for Certain Proposals and Policy Statements of
Common Interest to the Central Minnesota Region**

WHEREAS, the Central Minnesota-St. Cloud area has a strong history of collaboration and coordination amongst its local units of government to facilitate well planned communities that are provided municipal services in the most cost-effective and environmentally responsible manner possible; and

WHEREAS, to better assist our State legislative leaders, we have collectively identified certain legislative proposals and general policy statements that are of specific impact and interest to our communities to enable them to respond in a manner that strengthens the partnership between our local units of government and the State in fostering the continuation and enhancement of socially, economically and culturally vibrant cities.

NOW, THEREFORE BE IT RESOLVED, by the Councils for the cities of St. Cloud, Sartell, Sauk Rapids, Waite Park, St. Joseph, and St. Augusta, Minnesota that the following legislative proposals and legislative policy statements are of common interest or concern to the Central Minnesota Region and therefore we officially support and advocate for the following actions of the MN State Legislature:

LEGISLATIVE PROPOSALS:

1. **Commercial Air Service:** APPROPRIATE funds to provide minimum revenue guarantees for airlines to re-establish local air service at the St. Cloud Regional Airport.
2. **Sales Tax Exemption for all public purchases:** SUPPORT legislation that would clarify the local government sales tax exemption approved in 2013 to define exemption for all purchases made by local units of government, whether by a private business on behalf of a local government (public capital projects) or by the municipality itself.
3. **Regional Collaboration:** APPROPRIATE FUNDS and CREATE A PROGRAM to encourage locally initiated regional efforts of local government jurisdictions to encourage these types of efforts.

GENERAL POLICY STATEMENTS:

1. **Publication Requirements:** SUPPORT legislation that would allow municipalities to utilize alternative publication methods for legal notices.
2. **Tax Exempt Credit Program:** SUPPORT legislation to assist Cities with disproportionately high amounts of government and/or nonprofit business properties such as Colleges, Universities, and Hospitals.
3. **Amendment to MN Statute 429.** SUPPORT legislation to modify MN Statute 429 requiring assessing 20% of the cost to utilize bonding without referendum and adding language to provide a meaningful method to determine benefit from replacing failing underground infrastructure.

4. **North Star Commuter Rail:** SUPPORT extension of North Star Commuter Rail service northward to the St. Cloud area in a manner that serves the needs of public, business and commercial travels, that is highly expandable, and is priced affordably to optimize use.
5. **Street Improvement District Authority:** SUPPORT legislation that would give municipalities the authority to establish street improvement districts to collect fees from property owners within a district to fund municipal street maintenance, construction, reconstruction, and facility upgrades.
6. **Local Government Aid:** SUPPORT legislation that reduces pressure on the property tax system and equalizes property tax bases by reviewing LGA appropriations. Consider increasing LGA levels and providing for the annual inflation adjustment.
7. **Levy Limits:** SUPPORT facilitating local accountability by allowing local authorities to formulate and adopt budgets without state restrictions.
8. **State Mandate Relief:** SUPPORT legislation that reduces or eliminates unfunded and/or onerous mandates to local governments (e.g. personnel related mandates such as binding arbitration, lack of State funding for State retirement plan, aggregate value requirements for insurance benefits, and pay equity; MPCA fees; storm water fees). No additional mandates should be enacted unless the legislature or agency imposing the requirements provides a permanent stable revenue source for the mandate.

SUPPORT legislation that sunsets all unfunded mandates so that they may be evaluated for necessity and verification of nexus.

9. **State Fee Increases:** SUPPORT measures that preclude State agencies and operations from shifting funding reductions and/or cost increases on to municipalities in the form of fee increases.
10. **Eminent Domain:** SUPPORT modifications to the 2006 Eminent Domain statute to remove recently added attorney fees and cost penalty provisions in actions involving public infrastructure improvements in order to restore a fair balance between the rights of private landowners and the interests of the public.
11. **Land Use Reform & Annexation:** SUPPORT legislation that better protects the environment, reduces green gas emissions, reduces the cost to deliver municipal services, and protects the interests of cities in annexation statutes.
12. **Administrative Authority:** SUPPORT the expansion of authority of Statutory and Home Rule Charter cities ability to impose and collect administrative penalties to include enforcement and traffic infractions.
13. **Private Well Installation:** SUPPORT retention of local control of private water well installations. SUPPORT current law that authorizes cities to protect public health and safety through local controls regulating or prohibiting private wells being placed within municipal water utility service boundaries and would oppose any changes to law to remove that authority.

14. **Government Data Practices Act:** AUTHOR & SUPPORT amendments to the GDPA that enables email addresses provided to facilitate on-line invoicing, bill payment, application processing, public information alerts or similar.

Adopted by the Cities of St. Cloud, Sartell, Sauk Rapids, Waite Park, St. Joseph, and St. Augusta prior to the 2015 Legislative Session.

Mayor Dave Kleis

Mayor Sarah Jane Nicoll

Mayor Brad Gunderson

Mayor Rick Miller

Mayor Rick Schultz

Mayor Bob Kroll



January 2015

SUN	MON	TUE	WED	THU	FRI	SAT
				1 NEW YEARS DAY CITY HALL CLOSED	2	3
4	5 12:30 pm SSC Bd. Mtg. @ SSC Ctr.	6	7	8 5 PM APO EXEC. BD	9	10
11	12 5 PM Spec Council Mtg. 7 P.M. COUNCIL MTG.	13 11:30 CHAMBER @ THE WATERS CHURCH	14	15	16	17
18	19 MARTIN LUTHER KING DAY—CITY HALL CLOSED	20 7 AM EDC MTG. 4 PM MTC BD. MTG	21 9 AM SALT @ PD	22	23	24
25	26 7 pm COUNCIL MTG.	27	28	29	30	31



February 2015

SUN	MON	TUE	WED	THU	FRI	SAT
1	2 12:30 pm SSC Bd Mtg @ SSC Ctr. 6:30 PM PLANNING COMMISSION	3	4	5	6	7
8	9 5 PM SPEC COUNCIL MTG 7 PM COUNCIL MTG.	10 11:30 CHAMBER @ The WATERS CHURCH	11	12 5 pm APO Exec Bd	13	14 
15	16 PRESIDENTS' DAY CITY HALL CLOSED	17 4 P.M MTC BD	18 9 AM SALT @ PD 4-6 pm Open House Comp Plan @ Council Chambers	19	20	21
22	23 7 PM CITY COUNCIL	24 5-7 pm St. Cloud Area Chamber at the Capital	25	26 7 pm APO Policy Bd	27	28