

City of Grant  
City Council Agenda  
March 4, 2014

*The regular monthly meeting of the Grant City Council will be called to order at 7:00 o'clock p.m. on Tuesday, March 4, 2014, in the Grant Town Hall, 8380 Kimbro Ave. for the purpose of conducting the business hereafter listed, and all accepted additions thereto.*

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF REGULAR AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
  - A. February 3, 2014 City Council Meeting Minutes
  - B. Bill List, \$39,479.31
  - C. David's Consulting, 2014 Proposed Price Revisions
  - D. KEJ Enterprises, Snow Removal, \$18,562.50
5. **STAFF AGENDA ITEMS**
  - A. City Engineer, Phil Olson
    - i. Renewal of Grading Contract, Kline Bros.
    - ii. Resolution No. 2014-07, Snow Plowing Policy
    - iii. Renewal of Snow Plowing Contract, KEJ Enterprises
  - B. City Planner, Jennifer Haskamp  
(No action items)
  - C. City Attorney, Nick Vivian  
(No action items)
6. **NEW BUSINESS**
7. **UNFINISHED BUSINESS**
8. **DISCUSSION ITEMS**
  - A. City Council Reports (any updates from Council)
  - B. Staff Updates
9. **COMMUNITY CALENDAR MARCH 5 THROUGH MARCH 31, 2014:**
  - Mahtomedi Public Schools Board Meeting, Thursday, March 13<sup>th</sup>, 2014, Mahtomedi District Education Center, 7:00 p.m.
  - Stillwater Public Schools Board Meeting, Thursday, March 13<sup>th</sup> and 27<sup>th</sup>, 2014, Stillwater City Hall, 7:00 p.m.

Charter Commission Meeting, Thursday, March 20<sup>th</sup>, 2014, Mahtomedi City Hall, 7:00 p.m.

Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.

10. ADJOURNMENT

PUBLIC INPUT

**Citizen Comments – Individuals may address the City Council about any item not included on the regular agenda. The Mayor will recognize speakers to come to the podium. Speakers will state their name and address and limit their remarks to three (3) minutes. Generally, the City Council will not take any official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.**

1. \_\_\_\_\_
2. \_\_\_\_\_
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**I. GUIDELINES FOR CONDUCT AT GRANT CITY MEETINGS**

1. Public input (agenda item) and public comment during agenda items will be addressed as time allows and individuals must be recognized by the Meeting Chair prior to making comments.
2. Any individual addressing the Council will approach the microphone and clearly state their name and full address.
3. Comments and reading of written statements shall be limited to two (3) minutes. You are encouraged not to be repetitious of comments made by any previous speakers.
4. No personal attacks are allowed during any public input, public comment or public hearings.

**II. PUBLIC INPUT**

Public Input will be held after the meeting is adjourned. Four (4) speakers limited to three (3) minutes each.

### **III. PUBLIC COMMENT – DURING AGENDA ITEMS**

Citizens may share their comments or concern on a specific agenda item if called upon by the City Council. This is the portion of the Council meeting that citizens may comment on an individual agenda item if called on to do so. All comments must be addressed to the Mayor and Council and name and full address must be stated clearly. If the agenda item has had a public hearing, this will not be a continuation of that hearing.

CITY OF GRANT  
MINUTES

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**DATE** : February 3, 2014  
**TIME STARTED** : 7:14 p.m.  
**TIME ENDED** : 8:28 p.m.  
**MEMBERS PRESENT** : Councilmember Bohnen, Tronrud, Huber, Lobin and Mayor Carr  
**MEMBERS ABSENT** : None

Staff members present: City Attorney, Nick Vivian; City Planner, Jennifer Haskamp; City Engineer, Phil Olson; City Treasurer, Sharon Schwarze; and Administrator/Clerk, Kim Poynts

**CALL TO ORDER**

Mayor Carr called the meeting to order at 7:14 p.m.

**PLEDGE OF ALLEGIANCE**

**SETTING THE AGENDA**

Council Member Tronrud moved to approve the agenda, as presented. Council Member Bohnen seconded the motion. Motion carried unanimously.

**CONSENT AGENDA**

January 7, 2014 City Council Meeting Minutes	Approved
Bill List, \$58,811.33	Approved
Washington County Sheriff's Dept. Jul-Dec 2013, \$53,741.88	Approved

Council Member Bohnen moved to approve the Consent Agenda, as presented. Council Member Tronrud seconded the motion. Motion carried unanimously.

**STAFF AGENDA ITEMS**

City Engineer, Phil Olson

Renewal of Roadside Services Contract, David's Consulting, Mike Perron, KEJ Enterprises – City Engineer Olson advised new contracts are required for roadside services including brushing, tree trimming, and mowing. Three contractors currently complete this work and updated contracts are

1 attached for Council review. These contracts include current contractor pricing and have been  
2 extended through 2016.

3  
4 Council Member Bohnen added all three contractors have been working in the City for several years  
5 and they all work together. He stated he likes having the ability to utilize all three of them and that  
6 they can do all the services. He recommended all three contracts be renewed.

7  
8 **Council Member Bohnen moved to approve all roadside services contracts, as presented.**  
9 **Council Member Huber seconded the motion. Motion carried unanimously.**

10  
11 **City Planner, Jennifer Haskamp**

12  
13 **Ed Schmidt Proposed Text Amendment Application, Public Hearing** – City Planner Haskamp  
14 advised at the regular City Council meeting on January 7, 2014 the following staff report was  
15 presented for review and consideration by the Council regarding the Proposed Text Amendment to  
16 allow “Supper Clubs” with a Conditional Use Permit in the A-2 zoning district. Resulting from  
17 Council discussion and after hearing from the public, staff was directed to prepare some additional  
18 language related to performance standards regarding the proposed text amendment. She reviewed the  
19 staff report noting it has been updated to include Council’s direction and additions are identified by  
20 underlined and italics for ease of review.

21  
22 City Planner Haskamp advised the Applicant has proposed to amend the City’s Zoning Ordinance to  
23 allow Supper Clubs in the A2 zoning district with the issuance of Conditional Use Permit (CUP).  
24 The submitted application is attached for your review; and the following proposed changes are  
25 summarized for your consideration.

- 26  
27
- 28 • Section 32-245 (c) Table of Uses. The table currently includes “Supper Club” and identifies it  
29 as “N” or not permitted in the A2, R1, and Conservancy zoning districts. The table identifies  
30 that “Supper Club” is permitted with a Conditional Use Permit (“C”) within the A1 and  
31 General Business (GB) zoning districts. The applicant has proposed to change the designation  
32 under A2 to “C” which would allow the use with a Conditional Use Permit and public hearing  
33 consistent with the A1 zoning district.
  - 34 • The Applicant is not proposing to change the current definition of Supper Club which is  
35 identified within section 32-1 Definitions. Based upon the submitted materials, Mr. Schmidt  
36 believes that the hybrid of a Country Club and Supper Club, with existing definitions would  
37 accommodate the proposed facility he would propose to operate.

38 City Planner Haskamp stated the Applicant has proposed to simply modify the table of uses to allow  
39 Supper Clubs in the A2 zoning district with a Conditional Use Permit. The applicant did not offer  
40 any additional modifications, but suggested that the applicability (with respect to their request) would  
41 be to allow for the operation of the business as depicted within his Concept Plan which included  
42 recreational, food/beverage and banquet facilities.

43  
44 City Planner Haskamp stated that since there is an existing definition within the Ordinance, the  
45 Council must consider how allowing Supper Clubs – given the current definition – would affect all

1 potential properties within the A2 zoning district. As indicated, the A2 properties tend to be located  
2 more centrally within the community and tend to be on smaller lots and located on local road.

3  
4 City Planner Haskamp advised staff discussed the proposed changes at the staff meeting held in  
5 December, and would offer some additional considerations if the proposed modification is something  
6 that the Council wishes to consider:

- 7  
8     ▪ Providing additional requirements/modifications to the existing definition could be  
9 accomplished at the same time as this amendment, if desired. For example, the definition  
10 could be modified to restrict the lot size to a minimum of 15 of 20 acres, and have direct  
11 access to a County or State Road.  
12         ○ For example, if the minimum lot size was added to the Supper Club definition  
13 requiring a minimum of 20 acres with direct access to a County or State road  
14 approximately 80 +/- parcels would qualify. This represents approximately 3.4% of all  
15 total parcels in the community.  
16     ▪ Although there is a definition for Supper Club provided, there are no specific performance  
17 standards identified within the ordinance. If the Council is concerned about the use, there  
18 would be an opportunity to add a new section 32-352 Supper Clubs to further clarify and  
19 define the standards expected from any new facility.  
20  
21     ▪ Based upon the discussion and recommendation of the City Council at the January 7, 2014  
22 meeting, draft text was prepared and is attached as Ordinance 2014-32. The draft language  
23 was structured similarly to other performance standards within the adopted Code of  
24 Ordinances.

25  
26 Council Member Tromud referred to a condition relating to 300 feet of frontage on the primary access  
27 road and asked if that was covered within the performance standards.

28  
29 Mayor Carr stated he believes property owners should have the required frontage on a state or county  
30 road. He inquired about sewage disposal on the site and stated he would like it to be clear they cannot  
31 hook up to other cities utilities.

32  
33 City Planner Haskamp advised that requirement is covered through the City's Comprehensive Plan.

34  
35 Mayor Carr suggested the words "at least" be added and bolded to the item outlined in 2B.

36  
37 Council Member Huber agreed and noted there are no standards for the different athletic facilities and  
38 stated that has to be addressed.

39  
40 City Planner Haskamp stated a supper club is different from the recreational facilities. The City does  
41 not have clear standards yet for the athletic facilities. There will be one CUP that will cover the  
42 supper club and athletic facilities.

43  
44 City Attorney Vivian advised the City needs to deal with the text amendment application then the  
45 CUP. The Council will have to make decisions about country club standards at some point in time.

1 There is currently not a CUP application in yet so the City cannot address those performance  
2 standards.

3  
4 Mayor Carr stated the City does not have a definition for a country club. He stated he believes this is a  
5 supper club that will have athletic facilities and that is allowed.

6  
7 Mayor Carr opened the public hearing at 8:33 p.m.

8  
9 Mr. John Smith, 67<sup>th</sup> Lane, came forward and stated the Council has had a good discussion regarding  
10 this issue but it suggested more work needs to be done. He stated he is concerned that the use is in  
11 contrast to the City's Comprehensive Plan. The use does not suggest a rural community. If this use  
12 were to be allowed he would want it to be thoroughly screened and cause no additional traffic. Dual  
13 uses within the City are confusing for people and he does not think the City is ready for the public  
14 hearing for this application.

15  
16 Ms. Joyce Welander, 83<sup>rd</sup> Street, came forward and stated she wants to see a plan that shows the  
17 locations of the facilities. A public hearing is required when there are any changes to the use or  
18 ordinance. She questioned the use of this property in regards to a dual use. She noted the  
19 Metropolitan Council accepted the City's Comprehensive Plan as a rural community and they do not  
20 want leap frog development. She stated she respects the fact that the City wants to stay rural or she  
21 could sell her property. The City spent a lot of time on the Comprehensive Plan and she hopes Grant  
22 does not go the way of Lake Elmo. She believes this type of use belongs in commercial zoning. She  
23 added she does not want to use all the City's corners.

24  
25 Mayor Carr closed the public hearing at 8:47 p.m.

26  
27 Mayor Carr stated he does not think this is leap frog development. Supper clubs are allowed in A1  
28 zoning and the text amendment is to allow supper clubs in A2 zoning but also added performance  
29 standards making it even more restrictive. He thinks the primary use is the restaurant/bar facility  
30 which is his main concern. The use would give the community another gathering spot.

31  
32 Council Member Huber stated he does not have a problem calling this a supper club that is allowed in  
33 A1 and making it more restrictive. He stated his question related to country clubs. There is no  
34 definition for that and the use would have given the Council the opportunity to define country club  
35 and add performance standards. This use is more like a country club. It is on a corner in Grant, is not  
36 leap frog development, and gives the City a defense. He also noted there are currently no country  
37 clubs within the City.

38  
39 City Attorney Vivian noted the application only addresses the use in an A2 zone. It is not property  
40 specific as there is no application yet for the specific use.

1 **Ordinance No. 2014-32, Amending the Grant Code of Ordinances** – City Planner Haskamp  
2 reviewed the revisions and additions per the Council discussion.

3  
4 **Council Member Tronrud moved to approve Ordinance No. 2014-32, as amended. Council**  
5 **Member Lobin seconded the motion. Motion carried with Council Member Huber voting nay.**  
6

7 **Resolution No. 2014-05** – City Planner Haskamp advised Resolution No. 2014-05 allows for a  
8 summary publication of Ordinance No. 2014-32.

9  
10 **Council Member Huber moved to adopt Resolution No. 2014-05, as presented. Council**  
11 **Member Bohnen seconded the motion. Motion carried unanimously.**  
12

13 **City Attorney, Nick Vivian**

14  
15 **Ordinance No. 2014-33, Criminal History Background Checks for City Employees** – City  
16 Attorney Vivian advised cities must comply with background check requirements by 2014. He  
17 reviewed Ordinance No. 2014-33 noting it meets the minimum requirements. The ordinance will be  
18 effective upon publication. It does not apply to independent contractors or Council Members, only  
19 City employees.

20  
21 **Council Member Huber moved to approve Ordinance No. 2014-33, as presented. Council**  
22 **Member Lobin seconded the motion. Motion carried unanimously.**  
23

24 **Resolution No. 2014-06, Summary Publication of Ordinance No. 2014-33** – City Attorney Vivian  
25 advised Resolution No. 2014-06 allows for a summary publication of Ordinance No. 2014-32.

26  
27 **Council Member Huber moved to adopt Resolution No. 2014-06, as presented. Council**  
28 **Member Lobin seconded the motion. Motion carried unanimously.**  
29

30 **NEW BUSINESS**

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32 There was no new business.

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34 **UNFINISHED BUSINESS**

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36 There was no unfinished business.

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38 **DISCUSSION ITEMS**

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40 **City Council Reports:**

41  
42 Mayor Carr advised the City submitted a letter of support to the County for the separation of the  
43 Gateway Trail at Jamaca Avenue. He requested the Grant Trail Rangers be notified regarding this  
44 issue. He also advised he has been working on the Manning trail access being moved approximately



1 ten feet and installing a stop sign. That project will be completed and he requested the property  
2 owner be notified.

3  
4 Mayor Carr stated the City should move forward with definitions. The City Planner can develop  
5 some basic definitions and bring them forward. He indicated he would help with City Planner with  
6 that project.

7  
8 City Planner Haskamp clarified she would not be working on the definitions, but would bring back a  
9 list of what definitions are needed within the City Code.

10  
11 Council Member Huber stated he believes the City Planner should work on the definitions.

12  
13 Mayor Carr stated there needs to be a starting point and the City Planner can provide the overview.  
14 He indicated he believes the Council can do simple definitions.

15  
16 Council Member Huber stated feedback on policy is beneficial. He would like to make sure the  
17 definitions are neutral and come back to the Council from a professional. The Council should not be  
18 doing definitions and he does not want the definitions to be political.

19  
20 Council Member Huber reviewed the Groundwater Management Plan overview from the memo  
21 included in the packets noting the City needs to keep a close eye on this issue.

22  
23 Council Member Bohnen stated Grant is going good stewards of the land but all cities will be treated  
24 the same as high density areas with large volumes. The City of Grant will be held to the same  
25 standards as those high volume areas and that is very concerning.

26  
27 Council Member Huber stated there will be some information at the City officer regarding propane  
28 assistance.

29  
30 **Staff Updates:**

31  
32 There were no staff updates.

33  
34 **COMMUNITY CALENDAR FEBRUARY 4 THROUGH FEBRUARY 28, 2014:**

35 **Mahtomedi Public Schools Board Meeting, Thursday, February 13, 2014, Mahtomedi District**  
36 **Education Center, 7:00 p.m.**

37 **Stillwater Public Schools Board Meeting, Thursday, February 13<sup>th</sup> and 27<sup>th</sup> , 2014, Stillwater**  
38 **City Hall, 7:00 p.m.**

39 **Charter Commission Meeting, Thursday, February 20<sup>th</sup> , 2014, Mahtomedi City Hall, 7:00 p.m.**

40 **Washington County Commissioners Meeting, Tuesdays, Government Center, 9:00 a.m.**

41  
42 **ADJOURN**

1 **There being no further business, Council Member Bohnen moved to adjourn at 8:28 p.m.**  
2 **Council Member Huber seconded the motion. Motion carried unanimously.**

3  
4 The City Council adjourned to a work session to take public comment. No one was present for public  
5 comment and no action was taken.  
6

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11 These minutes were considered and approved at the regular Council Meeting March 4, 2014.  
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16 \_\_\_\_\_  
17 Kim Points, Administrator/Clerk

18 \_\_\_\_\_  
Tom Carr, Mayor

Disbursements List

City of Grant

Date range: 02/01/2014 to 02/25/2014

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Payroll Period Ending 02/28/2014	02/24/2014	12341	\$3,262.64		No	100-41101-100	\$3,262.64
Croix Valley Inspector	02/24/2014	12342	\$5,705.99	Building Inspector	No	100-42004-300	\$5,705.99
Washington County Assessment/Tax	02/24/2014	12343	\$35.00	Tax Levy Book	No	100-41208-300	\$35.00
Washington County Assessment/Tax	02/24/2014	12344	\$470.00	Election Equipment	No	100-41303-300	\$470.00
CenturyLink	02/24/2014	12345	\$169.58	City Phone	No	100-41309-321	\$169.58
Waste Management	02/24/2014	12346	\$4,347.38	Recycling	No	100-43011-384	\$4,347.38
Smith Appraisal Service	02/24/2014	12347	\$1,810.83	Monthly Assessment Services	No	100-41208-300	\$1,810.83
Washington County Assessment/Tax	02/24/2014	12348	\$424.04	Truth in Taxation Notice	No	100-41308-300	\$424.04
Ken Ronnan	02/24/2014	12349	\$55.00	Video Services	No	100-41318-300	\$55.00
AirFresh Industries	02/24/2014	12350	\$133.91	PortaPot #16297	No	100-43007-210	\$133.91
Press Publications	02/24/2014	12351	\$63.67	Legals	No	865-41308-351	\$63.67
Eckberg Lammers	02/24/2014	12352	\$5,847.67	Legal Services	No	100-41204-300	\$3,706.00
						100-41205-300	\$600.00
						100-41206-300	\$1,421.67
						865-49310-300	\$120.00
WSB & Associates	02/24/2014	12353	\$7,618.50	Engineering	No	100-41203-300	\$6,202.25
						100-43128-300	\$689.75
						867-49310-300	\$500.50
						872-49310-300	\$226.00
Swanson Haskamp Consulting	02/24/2014	12354	\$1,537.00	Planning	No	100-41209-300	\$925.00
						871-49310-300	\$69.00
						872-49310-300	\$244.00
						874-49310-300	\$299.00
Xcel Energy	02/24/2014	12355	\$560.88	Utilities	No	100-43004-381	\$496.67
						100-43010-381	\$12.39
						100-43117-381	\$51.82
Mike Perron	02/24/2014	12356	\$960.00	Tree Removal	No	100-43114-300	\$960.00
Sprint	02/24/2014	12357	\$35.00	City Cell Phone	No	100-43116-321	\$35.00
PERA	02/24/2014	12358	\$602.55	PERA	No	100-41102-120	\$323.59
						100-41113-100	\$278.96

**Disbursements List**

**City of Grant**

<u>Vendor</u>	<u>Date</u>	<u>Check #</u>	<u>Total</u>	<u>Description</u>	<u>Void</u>	<u>Account #</u>	<u>Detail</u>
Ford Nicholson	02/24/2014	12359	\$4,759.76	Escrow Refund	No	810-49310-810	\$4,759.76
IRS	02/24/2014	EFT46	\$1,079.91	February Payroll Taxes	No	100-41103-100 100-41107-100 100-41110-100 100-41112-100	\$341.44 \$397.03 \$276.72 \$64.72
KEJ Enterprises	02/25/2014	12360	\$18,562.50	Snow Removal/Signs	No	100-43113-300	\$18,562.50
<b>Total For Selected Checks</b>			<b>\$58,041.81</b>				<b>\$58,041.81</b>

## *Memorandum*

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

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

**Date:** *February 24, 2014*

**Re:** *Roadside Service Contract*

Prior to the February Council meeting, pricing from David's Consulting had not been received for the Roadside Services contract. Council approved a new three year contract without changes but with the understanding that if new pricing was received by the City, it could be reviewed at a future meeting. Since that time, new pricing has been received by David's Consulting.

Below is the summary of current and proposed pricing for David's Consulting. A revised contract is attached.

### **David's Consulting:**

#### Current Pricing:

- \$60.00/hour: Chipper, chain saw, laborer
- \$40.00/hour: Additional laborer
- \$60.00/hour: Bucket truck, chain saw, laborer
- \$85.00/hour: Bobcat with grapple, dump truck, one laborer
- \$85.00/hour: Stump grinding
- \$75.00/hour: Bobcat or tractor w/ brush mower

#### Proposed Pricing:

- \$85.00/hour: Chipper, chain saw, laborer
- \$40.00/hour: Additional laborer
- \$85.00/hour: Bucket truck, chain saw, laborer
- \$85.00/hour: Bobcat with grapple, dump truck, one laborer
- \$85.00/hour: Stump grinding
- \$85.00/hour: Bobcat or tractor w/ brush mower
- \$85.00/hour: Tractor (125 hp) and 17 foot reach brush mower
- \$85.00/hour: Ditch Mower: Tractor with 7.5 foot wide mower

**Consent Agenda Item:** Authorize updated contract with David's Consulting.

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the 4th day of March, 2014, by and between the **CITY OF GRANT**, a Minnesota municipal corporation (“**GRANT**”) and David’s Consulting (“**CONTRACTOR**”).

### Recitals

- A. GRANT is a Minnesota municipal corporation with its City Hall located at 111 Wildwood Road, Willernie, Minnesota 55090.
- B. CONTRACTOR desires to assist GRANT as an independent contractor in providing professional consulting services to GRANT clients and GRANT desires to retain CONTRACTOR upon the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, which are true and correct and incorporated herein and the mutual obligations set forth below, GRANT and CONTRACTOR hereby agree as follows:

### Agreement

#### 1. Performance by CONTRACTOR

GRANT engages CONTRACTOR to furnish the services described in the Statement of Work attached to this Agreement, and incorporated herein by reference as **Exhibit A** and CONTRACTOR agrees to provide Roadside Services (the “Services”) specified in the Statement of Work.

#### 2. Payment for Services

a. *Fees.* GRANT agrees to pay CONTRACTOR for the Services at a negotiated rate in accordance with the Rate Schedule attached and incorporated herein as **Exhibit B**.

b. *Out-of-Pocket Expenses.* Except as agreed by GRANT, CONTRACTOR shall be responsible for all out-of-pocket expenses incurred in the performance of the Services on behalf of GRANT.

c. *Invoices.* CONTRACTOR shall invoice GRANT monthly for Services rendered during the previous month in accordance with the Rate Schedule attached as **Exhibit B**.

d. *Miscellaneous.* CONTRACTOR agrees to execute such affidavits and receipts as GRANT shall request in order to acknowledge payment by GRANT. CONTRACTOR acknowledges that its federal employer tax identification number, provided to GRANT is correctly set forth in the Statement of Work attached to this Agreement.

### **3. Independent Contractors**

CONTRACTOR and GRANT are independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party. GRANT shall have no right to direct or control CONTRACTOR with respect to CONTRACTOR'S activities hereunder. CONTRACTOR acknowledges, understands and agrees:

a. CONTRACTOR will not be treated as an employee of GRANT for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Act, income tax withholding and applicable state laws, including, without limitation, those pertaining to workers' compensation, unemployment compensation and state income tax withholding;

b. CONTRACTOR will not qualify for any employee benefits that GRANT may now or hereafter provide to its employees including, without limitation, insurance, vacations, pension and profit sharing benefits, employee bonus programs, and the like; and

c. Information returns will be filed with appropriate federal and state taxing authorities indicating CONTRACTOR'S status as self-employed.

### **4. Business of Contractor**

The CONTRACTOR represents and warrants to GRANT that it is engaged in the business of providing Roadside Services and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out such business and to perform the services specified in this Agreement. Upon request by GRANT, CONTRACTOR shall provide GRANT with copies of all documents reasonably requested by GRANT to verify the CONTRACTOR'S established business and the representations set forth herein. Notwithstanding any due diligence performed by GRANT with respect to the subject matter of these representations, CONTRACTOR shall indemnify and hold GRANT, Council members, agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from breach of the representations set forth in this Section.

### **5. Employees of Contractor**

CONTRACTOR shall be solely responsible for paying its employees. CONTRACTOR shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the CONTRACTOR and its employees, servants and agents.

## **6. Obligations of CONTRACTOR**

a. *Scope of Services.* CONTRACTOR is required to perform the work as detailed in the Statement of Work.

b. *Invoices.* CONTRACTOR is required to invoice GRANT as provided in the Rate Schedule for all work performed in accordance with the Statement of Work.

## **7. Obligations of GRANT**

GRANT agrees to make available to CONTRACTOR, upon reasonable notice, such information, data and documentation required by CONTRACTOR to complete the Services.

## **8. Insurance**

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

## **9. Termination**

a. *Commencement and Renewal.* This Agreement shall commence on the date set forth above and shall remain in effect for three years from date of contract.

b. *Termination.* Either party, upon giving written notice to the other party, may terminate this Agreement upon fifteen (15) days notice for any reason.

c. *Obligations Upon Expiration or Termination.* Upon expiration or termination of this Agreement, CONTRACTOR shall promptly return to GRANT all copies of files, documentation, related material and any other material that is owned by GRANT.

## **10. Risk**

CONTRACTOR shall perform the Services at its own risk. GRANT will not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR as a result of services rendered under this Agreement, including, but not limited to, car-related expenses, telephone expenses, and or other business related expenses.



## **11. Limitation of Liability**

In no event shall GRANT be liable to CONTRACTOR for the payment of any consequential, indirect, or special damages, including lost profits. CONTRACTOR acknowledges it is an independent CONTRACTOR and accepts the risks and rewards of contracting with GRANT.

## **12. Indemnity and Warranty**

CONTRACTOR shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements. CONTRACTOR shall indemnify and hold GRANT, its Council members, and its agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorneys' fees, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the warranties in this Section, arising from the provision of services by CONTRACTOR, its agents or employees

## **13. Assignment**

a. *Consent Required.* CONTRACTOR shall not assign or subcontract the whole or any part of this Agreement without GRANT'S prior written consent.

b. *Subcontracting.* Any subcontract made by CONTRACTOR with the consent of GRANT shall incorporate by reference all the terms of this Agreement. CONTRACTOR agrees to guarantee the performance of any subCONTRACTOR used in performance of the Services.

c. *Assignment by GRANT.* GRANT may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the CONTRACTOR.

## **14. Miscellaneous**

a. *Applicable Law and Forum.* This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Minnesota.

b. *Notices.* Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand, U.S. mail or facsimile.

c. *Waiver.* No waiver by GRANT of any breach by CONTRACTOR of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

d. *Entire Agreement.* This Agreement, including any exhibits, constitutes the entire agreement between CONTRACTOR and GRANT.

e. *Modifications.* No modification of this Agreement shall be effective unless in writing and signed by both parties.

f. *Severability.* If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the date first set forth above.

**GRANT:**

**CONTRACTOR:**

CITY OF GRANT

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

Its: Mayor

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

ATTEST

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

Its: City Clerk

**EXHIBIT A**

**STATEMENT OF WORK**

**Roadside services as directed by the City.**

## **EXHIBIT B**

### **RATE SCHEDULE**

- \$85.00/hour: Chipper, chain saw, laborer
- \$40.00/hour: Additional laborer
- \$85.00/hour: Bucket truck, chain saw, laborer
- \$85.00/hour: Bobcat with grapple, dump truck, one laborer
- \$85.00/hour: Stump grinding
- \$85.00/hour: Bobcat or tractor w/ brush mower
- \$85.00/hour: Tractor (125 hp) and 17 foot reach brush mower
- \$85.00/hour: Ditch Mower: Tractor with 7.5 foot wide mower

KEJ Enterprises

# Invoice

Ken Johnson  
611 Florence Avenue  
Mahtomedi, MN 55115

Date	Invoice #
2/24/2014	461

<b>Bill To</b>
City of Grant PO Box 577 Willernie, Minn 55090

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
6	Plow streets with large truck 1/24	95.00	570.00
4	Plow streets with large truck 1/25	95.00	380.00
3.5	Plow streets with small truck 1/25	85.00	297.50
9	Plow streets with large truck 1/26	95.00	855.00
9	Plow streets with small truck 1/26	85.00	765.00
6	Plow streets with small truck 1/26	85.00	510.00
5	Plow streets with pick-up truck 1/26	60.00	300.00
6	Plow streets with large truck 1/27 (blowing)	95.00	570.00
11	Plow streets with large truck 1/30	95.00	1,045.00
13	Plow streets with small truck 1/30	85.00	1,105.00
4	Plow streets with pick-up truck 1/30	60.00	240.00
2	Plow streets with small truck 1/31	85.00	170.00
6	Sand streets 2/6	75.00	450.00
10	Sand streets 2/7	85.00	850.00
5	Sand streets	85.00	425.00
7	Sand streets 2/12	85.00	595.00
4	Plow streets with large truck 2/15	95.00	380.00
4	Plow streets with small truck 2/15	85.00	340.00
9	Plow streets with large truck 2/17	95.00	855.00
11	Plow streets with small truck 2/17	85.00	935.00
9.5	Plow streets with pick-up 2/17	60.00	570.00
4	Plow streets with large truck 2/18	95.00	380.00
16	Plow streets with large truck 2/20-21	95.00	1,520.00
22	Plow streets with small truck 2/20-21	85.00	1,870.00
10	Plow streets with pick-up truck 2/20-21	60.00	600.00
9	Plow streets with large truck 2/22 (drifting)	95.00	855.00
8	Plow streets with small truck 2/22 (drifting)	85.00	680.00
6	Plow streets with large truck 2/24 (Drifting)	75.00	450.00
<b>Total</b>			<b>\$18,562.50</b>

## *Memorandum*

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

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

**Date:** *February 24, 2014*

**Re:** *Gravel Roadway Maintenance Contract*

A revised gravel roadway maintenance contract is attached for Council consideration. This contract will extend the existing gravel roadway maintenance contract with Kline Brothers Excavating through 2016. The current gravel roadway maintenance contract is scheduled to expire on December 31, 2014.

No pricing changes are proposed for 2014. Grader pricing for 2015 and 2016 is proposed to increase to \$80.00/hour.

### **2014 Pricing**

- \$75.00/hour: Articulating Hydraulic Grader
- \$70.00/hour: Non-Articulating Hydraulic Grader
- \$90.00/hour: Snow Plowing (Either Grader)
  
- \$75.00/load: Gravel hauled including labor
- Gravel pit will bill material costs directly to the city

### **2015 - 2016 Pricing**

- \$80.00/hour: Articulating Hydraulic Grader
- \$80.00/hour: Non-Articulating Hydraulic Grader
- \$90.00/hour: Snow Plowing (Either Grader)
  
- \$75.00/load: Gravel hauled including labor
- Gravel pit will bill material costs directly to the city

**Action:** Discussion. If desired, approve gravel roadway contract extension to Kline Brothers Excavating.

**CITY OF GRANT  
GRAVEL ROAD MAINTENANCE AGREEMENT**

This amended agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Grant, a Municipal Corporation, hereinafter referred to as "City", and \_\_\_\_\_ hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Contractor for the performance of routine maintenance of gravel roadways under the jurisdiction of said City; and

WHEREAS, the Contractor is agreeable to and desirous of rendering such maintenance services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for under Minnesota Law; and

WHEREAS, the parties acknowledge that this Agreement includes and incorporates by reference herein, the Request for Quotes, Special Provision for 2014-2016 Gravel Roadway Maintenance which is attached and incorporated herein as **Exhibit A**, and the Contractor's Accepted Quote which is attached and incorporated herein as **Exhibit B**, and

NOW, THEREFORE, pursuant to the terms of the law and any amendments and revisions subsequent thereto and in consideration of the mutual promises contained herein, it is mutually agreed between the City and Contractor as follows:

**SECTION I**  
**SERVICES**

The Contractor agrees to provide gravel roadway maintenance within the corporate limits of the City to the extent and in the manner hereinafter set forth.

1. The Contractor will perform routine maintenance of the City's gravel roadways, which shall include grading and spot graveling as directed by the City's Road Commissioner and in accordance with the Special Provision prepared by WSB & Associates, Inc., for the contract years of 2014 – 2016 which are incorporated herein by reference.
2. The Contractor will perform additional maintenance, which shall include, but is not limited to, graveling, hauling as specifically requested by the Road Commissioner.
3. The Contractor will furnish personnel and operate equipment or hire same for said road maintenance operations as needed. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the maintenance, but the Contractor shall not be responsible for the negligence of the City, its staff, or engineer in the Special Provision, method, technique, sequence or procedure which is shown or indicated in and expressly required by this Agreement and Policies which are incorporated herein by reference.
4. The standards of performance, discipline of employees, method of providing services, and other matters incident to the performance of road maintenance services under this Agreement, including personnel to be employed, shall be determined by the Contractor. Contractor shall

provide competent, suitably qualified personnel to perform the maintenance work as required by the contract, specifications, and policies. Contractor shall at all times maintain good discipline and order of its employees, contractors, and agents performing work under this contract, specifications, or policies.

5. The Contractor agrees to furnish all supplies, except as provided herein, hand tools and supervision necessary to perform the street and road maintenance services to be rendered under this Agreement.
6. The Contractor agrees to keep a record of the time of employees (start and finish times less breaks and lunch) for work done, equipment furnished, materials furnished, and shall prepare and make an itemized statement thereof showing the amount due hereunder and submit a weekly statement to the City.

## **SECTION II** **COST AND PAYMENT**

The City agrees to pay the Contractor for the cost and expense for performing the road maintenance services provided for by this Agreement, with the amount of payment to be determined as set forth in the Request for Quotes.

1. The City agrees to compensate the Contractor as set forth in the bid submitted by the Contractor for each piece of equipment or type of work set forth therein. The bid proposal was accepted on a per unit basis contract.
2. The City shall pay the Contractor for fuel escalation costs as defined in the table below. To qualify for such reimbursement, the Contractor shall file a written claim presenting all required data and receipts for determining the amount of reimbursement. Minimum documentation shall include the purchase receipt, date of purchase and consumption, equipment operated, location of grading, and length of operating time. Payment shall be made on an hourly basis as an increase to the bid unit price in the proposal form. The City shall make the final determination if payment for fuel escalation has been proven and payment is warranted.

<u>Fuel Price</u>	<u>Additional Hourly Payment</u>
\$4.00 - \$4.49 per gallon	No additional compensation
\$4.50 - \$4.99 per gallon	Additional \$2.50 per hour
\$5.00 per gallon or greater	Additional \$5.00 per hour

3. Upon receipt of a monthly statement from Contractor to the Engineer for equipment and material costs, the City agrees to pay contractor on a monthly basis.
4. Except as otherwise specified herein, the City shall not be obligated to, or responsible for, or liable for compensation or indemnity to any employee of the Contractor performing maintenance services under this Agreement to the City for injury or sickness arising out of his/her employment, and the Contractor agrees to hold the City harmless against any such claim.
5. The City shall determine the extent, nature, and level of service to be provided on said streets and roads and so inform the Contractor.



**SECTION III**  
**TERMINATION OF CONTRACT**

Unless sooner terminated as provided herein, this Agreement shall be effective upon the date specified in Section VII, Paragraph 5 of this Agreement and shall be valid a period not to exceed two years ending on December 31, 2016. This contract and its terms may be renewed at the discretion of City Council. The contract shall be reviewed on an annual basis and is subject to termination by the City if the quality or performance of the work by the Contractor is unacceptable, or if the City in its sole discretion, deems it appropriate to utilize other means for maintaining their roadways.

- a. The City may terminate this contract for cause if any one or more of the following events occurs:
1. Contractor's persistent failure to perform the work in accordance with the Agreement and policies (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment.)
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction.
  3. Contractor's disregard of the authority of the City, its Road Commissioner, or its Engineer.
  4. Contractor's violation in any substantial way of any provisions of this Contract, the specifications, and policies of the City.

If one or more of the events identified in Section III, paragraph a. occur the City may, after giving the Contractor (and the surety) seven (7) days written notice terminate the services of Contractor. In such case, Contractor shall not be entitled to receive any further payments and City shall utilize whatever means are necessary to contract for the services to perform the duties the Contractor was to perform under this contract, specifications, or policies. If the unpaid balance owed to the Contractor exceeds all claims, costs, losses and charges of engineers, attorneys, and other professionals and all court or arbitration or other dispute resolution costs sustained by the City arising out of or relating to completing the maintenance contract, such excess will be paid to the Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to the City. When exercising any rights or remedies under this paragraph the City shall not be required to obtain the lowest price for the work to be performed.

Where the Contractor's services have been so terminated by the City, the termination will not affect any of the rights or remedies of City against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

- b. Notwithstanding the provisions of the above paragraph, or other provisions of this Agreement, the City or the Contractor may without cause and without prejudice terminate this Agreement upon seven (7) days written notice; after which said seven (7)

days this Agreement shall terminate. In such case, Contractor shall be paid (without duplication of any items).

1. For completed and acceptable work executed in accordance with the Agreement and Policies prior to the effective date of the termination.
2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor and materials as required by the Agreement and Policies in connection with uncompleted work.
3. For reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

The City reserves the right to award work under this Contract based upon its budget, availability of manpower and equipment, response time, type and size of equipment available, referenced or previous work performed, and familiarity with the road system.

#### **SECTION IV** **EQUIPMENT UTILIZED UNDER THIS CONTRACT**

The Contractor shall utilize the equipment set forth in the Request for Quotes submitted by the Contractor.

#### **SECTION V** **DISPUTES OR GRIEVANCES**

1. In the event of a grievance or dispute between the City and the Contractor as to the extent, nature, and level of duties and services to be rendered under this Agreement, there shall be a hearing thereof by the Grant City Council.
  - a. The grievance or dispute may be presented at a regularly scheduled meeting of the City Council and the Contractor and City officer responsible for the roads along with the City Engineer may attend and present to the Council any information or data which will aid the Council in reaching a just, fair, and equitable determination of the grievance or dispute.
  - b. When a party wishes to present a dispute or grievance to the Council, Road Commissioner, the City Engineer's office, or Contractor shall contact the City Attorney and arrange for the time and date of the hearing on said dispute and the City Attorney shall notify in writing the parties at least five (5) days before said hearing, except in case of emergency.
  - c. In cases of extreme urgency or other emergency conditions, the City's Road Commissioner, the Council Engineer's office or the Contractor may request a special meeting of the Council by contacting the City Attorney to request the special meeting and to explain to the City Attorney the reasons for the necessity of such special meeting.

- d. In the event an agreement cannot be reached between the City and the Contractor, an arbitration panel shall be established and the findings of this panel shall be final and conclusive upon the City and the Contractor. The panel shall consist of three members with one member selected by the City, one selected by the Contractor, and the third selected by the two previously selected members.

**SECTION VI**  
**LIABILITY AND INDEMNIFICATION**

1. The City, its officers, agents, and employees shall not assume or be liable for any intentional or negligent act of the Contractor or any officer, agent, or employee of the Contractor, and the Contractor agrees to hold the City, its officers, agents, and employees harmless from any intentional or negligent act of the Contractor or any officer, agent or employee of such Contractor, and the Contractor agrees to defend the City, its officers, agents, or employees from any claim for damages resulting from the alleged negligent or intentional act of the Contractor, or any officer, agent, or employee of the Contractor.
2. The Contractor, its officers, agents, and employees shall not assume or be liable for any intentional or negligent act of the City or any officer, agent, or employee of the City, and the City agrees to hold the Contractor, its officer's agents, and employees harmless from any intentional or negligent act of the City or any officer, agent, or employee of the City, and the City agrees to defend the Contractor, its officers, agents, or employees from any claim for damages resulting from the alleged negligent or intentional act of the City, or any officer, agent, or employee of the City.

Contractor shall not allow any subcontractor to commence work on a subcontract until such subcontractor has obtained satisfactory insurance coverage as to compensation, public liability, property damage and automobile insurance.

The Contractor shall maintain such insurance as will protect him from claims under worker's compensation acts, and from any other claims for damages for personal injury, including death, which may arise from operations under this Agreement, or Policies of the City which are part of this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor shall take out and maintain during the life of this contract Comprehensive Automobile Public Liability Insurance in the amount not less than \$300,000 for injuries, including accidental death of any one person, and subject to the same limits for each person, in an amount not less than \$1,500,000 and Property Damage in an amount of not less than \$100,000 for each and every motor vehicle engaged in operations within the terms of this contract per occurrence.

The Contractor shall take out and maintain during the life of this contract such Comprehensive Public Liability Insurance, Property Damage Insurance and Contractor's Contingent or Protective Insurance as shall protect him and any subcontractors performing work covered by this contract from claims for damages for personal injury, including death, as well as from claims for property damages which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of not less than \$300,000 for injuries, including accidental death of any one person, and subject to the same limits for each person, in an amount of not less than \$1,200,000 on account of each occurrence, and Property Damage Insurance in an amount of not less than \$150,000 for each occurrence and \$300,000 aggregate amount.

In addition, the Contractor shall provide a \$1,000,000 umbrella clause.

The Contractor shall take out and maintain during the life of the Contract, in a company or companies approved by the City Engineer, City Protective Contingent Liability Insurance with the City as named insured and with the City Engineer as an additional named insured and in amounts as specified for Contractor's Liability Insurance for personal injury, including death, and for property damage which shall be provided and paid for by the Contractor. The policy shall be delivered to the City after its approval by the City Engineer.

Contractor shall furnish Performance and Payment Bonds, each in an amount of \$50,000 as security for the faithful performance and payment of all Contractors' obligations under the Contract, Specifications, and Policies of the City. These bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract. Contractor shall also furnish such other Bonds as are required by the Contract, Specifications, or Policies of the City.

All Bonds shall be in the form prescribed by the City except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, as amended by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business in this state is terminated or it ceases to meet the requirements of this section, Contractor shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of this section.

All Bonds and insurance required by this Contract, Specifications, and Policies of the City to be purchased and maintained by the City or Contractor shall be obtained from a surety or insurance companies that are duly licensed or authorized to issue Bonds or insurance in the State of Minnesota for the limits and coverage so required. Such surety and insurance companies shall meet such additional requirements and qualifications as set forth herein.

[ Remainder of Page Intentionally Blank ]

## **SECTION VII**

### **GENERAL PROVISIONS**

1. The City, its officers, agents, and employees will cooperate with and assist the Contractor in the performance of this Agreement.
2. It is understood that this Agreement contains the entire Agreement between the City and the Contractor and that no statement, promises or inducements made by any party hereto, or officer, agent or employee of either party hereto, which is not contained in this written Agreement shall

be valid and binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon. It is expressly understood between the parties hereto, and this understanding shall be considered in interpreting the provisions of this Agreement, that upon notice given by any party hereto, later negotiations may be undertaken for the purpose of revising; adding to or striking any provision or provisions of this Agreement which appear unworkable or insufficient to perfect, maintain, and insure the purpose of this Agreement, and any change of the original provisions of this Agreement, after agreement between the City and the Contractor, shall be written and attached to this Agreement as provided above and this later revision, addition or deletion shall only apply to the provision revised, added or deleted and the remainder of this Agreement shall remain in full force and effect.

3. Contractor shall pay all sales, consumer, use and other similar taxes, contributions for unemployment insurance, old age retirement benefits, life pensions and annuities required to be paid by him in accordance with the law of the State of Minnesota and the United States.
4. The Contractor shall notify the Washington County Sheriff's Department, the Mahtomedi Fire Department, and the Stillwater Fire Department prior to commencing any construction which will restrict traffic on a traveled roadway and shall again notify upon reopening the roadway to traffic. The Contractor must provide for emergency police and fire access to all properties at all times.
5. The effective date of this Agreement is the date on which the Agreement is fully executed, and its termination date is December 31, 2016, unless terminated prior to said date as outlined in Section III of this Agreement.

[ Remainder of Page Intentionally Blank ]

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the Contractor has caused this Agreement to be signed by its authorized representative.

CITY OF GRANT

CONTRACTOR

\_\_\_\_\_  
Tom Carr  
Mayor

Date

\_\_\_\_\_  
Contractor

Date

\_\_\_\_\_  
Kim Points  
City Clerk

Date

Approved as to form:

\_\_\_\_\_  
Nicholas J. Vivian  
Grant City Attorney

Date

**Exhibit A**

**Special Provisions for 2014-2016 Gravel Roadway Maintenance**

## SPECIAL PROVISIONS

01010 – SUMMARY OF WORK .....	1
01014 – WORK SEQUENCE .....	1
01570 – MAINTENANCE OF TRAFFIC .....	2
02118 – AGGREGATE SURFACING .....	2



## SPECIAL PROVISIONS

### 01010 – SUMMARY OF WORK

This project consists of the routine grading of the gravel roadways in the City of Grant. Also included is the hauling and placement of aggregate road surface as directed by the City. The City of Grant reserves the right to work with additional contractors to complete grading work within the City, if more cost effective or timely.

### 01014 – WORK SEQUENCE

The Contractor shall commence work once authorized by the City's Road Commissioner. Grading will end each year once conditions are such that grading is not necessary as determined by the City's Road Commissioner. An articulated motor grader and operator shall be used on all cul-de-sacs and corners unless otherwise directed by the City's Road Commissioner. A non-articulated motor grader may be used on straight roadways where grading can be completed with the same efficiency and quality as an articulated motor grader.

#### Schedule:

In general, it is expected that the Contractor will proceed with this work on a schedule that meets the City's needs for grading frequency.

In cases where there is not sufficient moisture to properly grade the roadways, the City's Road Commissioner may direct that grading be suspended. If the grader operator determines that the conditions are not adequate for proper grading, they should contact the Road Commissioner immediately to discuss the matter and take appropriate action.

During dry periods when grading has been suspended or reduced, the contractor is expected to immediately grade the roadways after a rainfall. The contractor is expected to work overtime and take advantage of favorable conditions.

#### Chemical Treated Roadways:

The City has a program for chemically treating gravel roadways. The program is managed by the City's Road Commissioner, and the locations where it is placed will be provided to the Contractor. The Contractor must suspend grading operations in all areas where the calcium chloride is applied, as directed by the City's Road Commissioner. Areas with calcium chloride may require grading as the calcium chloride loses its effectiveness. The City's Road Commissioner will inform the Contractor when this is the case.

#### Basis of Payment:

##### Non-Articulated Motor Grader and Operator:

Payment by the hour shall be compensation in full for each non-articulated motor grader and operator. Payment shall include all overhead costs such as fuel, routine equipment maintenance, equipment storage, and operator benefits. The Contractor must submit weekly invoices detailing the hours worked.

##### Non-Articulated Shift Power Motor Grader and Operator:

Payment by the hour shall be compensation in full for each non-articulated shift power motor grader and operator. Payment shall include all overhead costs such as fuel, routine equipment maintenance, equipment storage, and operator benefits. The Contractor must submit weekly invoices detailing the hours worked.

##### Articulated Motor Grader and Operator:

Payment by the hour shall be compensation in full for each articulated motor grader and operator. Payment shall include all overhead costs such as fuel, routine equipment maintenance, equipment storage, and operator benefits. The Contractor must submit weekly invoices detailing the hours worked.

## SPECIAL PROVISIONS

### 01570 – MAINTENANCE OF TRAFFIC

Traffic control shall be the sole responsibility of the Contractor and shall conform to the Minnesota Manual on Uniform Traffic Control Devices and any amendments to. The Contractor's operation shall not create a traffic hazard for motorists, and shall allow for continuous traffic flow on the roadway. Traffic control is incidental.

### 02118 – AGGREGATE SURFACING

#### 02118.1 Description

This work shall consist of the spot-surfacing of aggregate roadways within the City of Grant as approved by the Road Commissioner. The Contractor shall provide, haul, place, and grade the aggregate at the locations suggested. The exact location for placement of the aggregate is to be approved prior to commencement of construction.

#### 02118.2 Materials

Aggregate: The gradation of the Class 5 material must be within the limits shown in Table 3138-1 for material containing more than 60% crushed quarry rock.

Specification 3138.2C should be modified to state.

"In the production of Class 5 aggregate, there shall be at all times not less than fifteen percent (15%) of material which shall be crushed, as determined by the weight of the material retained on No. 4 and larger sieves."

Table 3138-1 shall be modified for Class 5 as follows:

No. 200 – eight to twelve percent (8% - 12%) passing.

#### 02118.3 Construction Requirements

A General: Aggregate shall be placed to a compacted thickness as required in accordance with Mn/DOT Specification 2118.3. Compaction shall be obtained by the specified density method to a minimum of one hundred (100) percent of the standard proctor density. The compacted thickness shall be within zero point five (0.05) feet of the thickness specified.

#### 02218.4 Basis of Measurement and Payment

A Payment for Aggregate Base Class 5 Modified shall be paid on a "TON" basis at the contract unit price in the Bid Proposal. Payment shall include aggregate base, compaction, water added during compaction operations, water for dust control, and work as directed by the Road Commissioner.

The Contractor shall provide weight tickets to the Road Commissioner each day aggregate is placed.

**Exhibit B**

**Contractor's Accepted Quote**

**2014 Pricing**

- \$75.00/Hour: Articulating Hydraulic Grader
- \$70.00/Hour: Non-Articulating Hydraulic Grader
- \$90.00/Hour: Snow Plowing (Either Grader)
  
- \$75.00/Load: Gravel hauled including labor
- Material will be billed by the gravel pit directly to the city

**2015 - 2016 Pricing**

- \$80.00/Hour: Articulating Hydraulic Grader
- \$80.00/Hour: Non-Articulating Hydraulic Grader
- \$90.00/Hour: Snow Plowing (Either Grader)
  
- \$75.00/Load: Gravel hauled including labor
- Material will be billed by the gravel pit directly to the city



*Memorandum*

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

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

**Date:** *February 24, 2014*

**Re:** *Snow Plowing Policy*

The purpose of a snow plow policy is to define and outline the City's snow and ice control objectives. Snow and ice control is necessary for routine travel and emergency services. The goal is to provide snow and ice control in a safe and cost-effective manner, keeping in mind safety, budget, personal, and environmental concerns.

A snow policy was last discussed by the City Council in December, 2011. At that time, the policy was not revised but Council agreed that snow plowing could begin at 2 inches and that priority routes would be removed from the plowing map.

A new snow plow policy is attached for Council discussion.

**Action:** Discussion. If desired, adopt a resolution defining a snow plowing policy.

## **CITY OF GRANT**

### **DRAFT Snow Plowing Policy**

It is the policy of the City of Grant that City roads will be plowed and passable in a timely fashion based on the budgeted tools available to the City. Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of personnel and equipment. For larger snowfall events, it may be necessary for the City, or its contractors, to suspend plowing operations to allow personnel adequate time for rest. Operations may also be suspended for extreme/severe weather conditions, limited visibility, or equipment limitations. The City shall utilize its discretion in directing plowing activities and shall consult with its contractors to determine whether plowing and clearing activities are appropriate.

Generally, the City will begin plowing upon confirmation of two (2) inches of snowfall. For smaller snowfall events (less than 4 inches), the City may wait until the snowfall has stopped prior to the start of plowing and clearing operations.

Based upon site conditions, the City may:

1. Prioritize snow plowing and ice control routes.
2. Complete snow plowing and ice control routes based on weather conditions and forecast.
3. Use equipment appropriate to the condition of the roads and severity of snow/ice event.

Residents are reminded that Grant is a rural residential city with agricultural fields, which encourage snow drifting. Regardless of the extent of plowing and clearing, residents are encouraged to take great caution in traveling roads which are bordered by large agricultural plots of open land.

#### **Right-of-way**

The intent of the right-of-way is to provide room for snow storage, private utilities, signage, and other City uses. However, mailboxes and newspaper receptacles are required within this area. Other private structures are not allowed.

#### **Mailbox Repair**

Mailboxes and posts should be constructed sturdily enough to withstand the impact of snow and ice from a plow.

The City will compensate a property owner up to \$50 to repair a damaged mailbox only if it is the result of City plow equipment hitting the mailbox. Damage resulting from the impact of snow and ice from the plow is the responsibility of the property owner.

Trash & Recycle Bins

The City will assume no responsibility for damage to trash or recycling containers. Containers awaiting pickup should be at least four (4) feet beyond the edge of the roadway.

Snow Removal from Driveways

City residents are reminded that it is unlawful to plow snow from driveways into or across city, county, and/or state roads. This is a violation of Minnesota Statue 160.2715. Pushing snow across roadways produces conditions that are dangerous to public safety.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014 by resolution of the Grant City Council.



**Memorandum**

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

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

**Date:** *February 24, 2014*

**Re:** *Snow Removal Contract*

A snow removal contract extension with KEJ Enterprises is attached for Council consideration. This contract will extend the existing snow plow contract through April, 2017. The current gravel roadway maintenance contract is scheduled to expire in April, 2014.

Current and proposed pricing is below.

**Current Pricing**

Mobilization: \$1000/month for 6 months

**Snow Removal**

- \$85.00/hour: Dump truck: single axle
- \$95.00/hour: Dump truck: tandem
- \$100.00/hour: Front end loader
- \$85.00/hour: Motor grader
- \$60.00/hour: Pick-up w/ plow
- \$80.00/hour: Pick-up w/ snow blower (7')

**Sand/Salt**

- \$75.00/hour: Sand/salt application
- County: 50/50 sand/salt mix
- County: 90/10 sand/salt mix

**2014 - 2017 Pricing**

Mobilization: \$1000/month for 6 months

**Snow Removal**

- \$100.00/hour: Dump truck: single axle
- \$110.00/hour: Dump truck: tandem
- \$100.00/hour: Front end loader
- \$85.00/hour: Motor grader
- \$60.00/hour: Pick-up with plow
- \$80.00/hour: Pick-up with snow blower (7')

**Sand/Salt**

- \$75.00/hour: Sand/salt application
- County: 50/50 sand/salt mix
- County: 90/10 sand/salt mix

This contract can be terminated by either party with a notice of 30 days.

**Action:** Discussion. If desired, approve the snow removal contract extension with KEJ Enterprises.

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of the 4th day of March, 2014, by and between the **CITY OF GRANT**, a Minnesota municipal corporation (“**GRANT**”) and KEJ Enterprises (“**CONTRACTOR**”).

### Recitals

- A. GRANT is a Minnesota municipal corporation with its City Hall located at 111 Wildwood Road, Willernie, Minnesota 55090.
- B. CONTRACTOR desires to assist GRANT as an independent contractor in providing professional consulting services to GRANT clients and GRANT desires to retain CONTRACTOR upon the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, which are true and correct and incorporated herein and the mutual obligations set forth below, GRANT and CONTRACTOR hereby agree as follows:

### Agreement

#### 1. Performance by CONTRACTOR

GRANT engages CONTRACTOR to furnish the services described in the Statement of Work attached to this Agreement, and incorporated herein by reference as **Exhibit A** and CONTRACTOR agrees to provide Snow Removal services (the “Services”) specified in the Statement of Work.

#### 2. Payment for Services

a. *Fees.* GRANT agrees to pay CONTRACTOR for the Services at a negotiated rate in accordance with the Rate Schedule attached and incorporated herein as **Exhibit B**.

b. *Out-of-Pocket Expenses.* Except as agreed by GRANT, CONTRACTOR shall be responsible for all out-of-pocket expenses incurred in the performance of the Services on behalf of GRANT.

c. *Invoices.* CONTRACTOR shall invoice GRANT monthly for Services rendered during the previous month in accordance with the Rate Schedule attached as **Exhibit B**.

d. *Miscellaneous.* CONTRACTOR agrees to execute such affidavits and receipts as GRANT shall request in order to acknowledge payment by GRANT. CONTRACTOR acknowledges that its federal employer tax identification number, provided to GRANT is correctly set forth in the Statement of Work attached to this Agreement.



### **3. Independent Contractors**

CONTRACTOR and GRANT are independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party. GRANT shall have no right to direct or control CONTRACTOR with respect to CONTRACTOR'S activities hereunder. CONTRACTOR acknowledges, understands and agrees:

a. CONTRACTOR will not be treated as an employee of GRANT for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Act, income tax withholding and applicable state laws, including, without limitation, those pertaining to workers' compensation, unemployment compensation and state income tax withholding;

b. CONTRACTOR will not qualify for any employee benefits that GRANT may now or hereafter provide to its employees including, without limitation, insurance, vacations, pension and profit sharing benefits, employee bonus programs, and the like; and

c. Information returns will be filed with appropriate federal and state taxing authorities indicating CONTRACTOR'S status as self-employed.

### **4. Business of Contractor**

The CONTRACTOR represents and warrants to GRANT that it is engaged in the business of providing Snow Removal services and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out such business and to perform the services specified in this Agreement. Upon request by GRANT, CONTRACTOR shall provide GRANT with copies of all documents reasonably requested by GRANT to verify the CONTRACTOR'S established business and the representations set forth herein. Notwithstanding any due diligence performed by GRANT with respect to the subject matter of these representations, CONTRACTOR shall indemnify and hold GRANT, Council members, agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from breach of the representations set forth in this Section.

### **5. Employees of Contractor**

CONTRACTOR shall be solely responsible for paying its employees. CONTRACTOR shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the CONTRACTOR and its employees, servants and agents.

## **6. Obligations of CONTRACTOR**

a. *Scope of Services.* CONTRACTOR is required to perform the work as detailed in the Statement of Work.

b. *Invoices.* CONTRACTOR is required to invoice GRANT as provided in the Rate Schedule for all work performed in accordance with the Statement of Work.

## **7. Obligations of GRANT**

GRANT agrees to make available to CONTRACTOR, upon reasonable notice, such information, data and documentation required by CONTRACTOR to complete the Services.

## **8. Insurance**

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

## **9. Termination**

a. *Commencement and Renewal.* This Agreement shall commence on the date set forth above and shall remain in effect for two years from date of contract.

b. *Termination.* Either party, upon giving written notice to the other party, may terminate this Agreement upon thirty (30) days notice for any reason.

c. *Obligations Upon Expiration or Termination.* Upon expiration or termination of this Agreement, CONTRACTOR shall promptly return to GRANT all copies of files, documentation, related material and any other material that is owned by GRANT.

## **10. Risk**

CONTRACTOR shall perform the Services at its own risk. GRANT will not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR as a result of services rendered

under this Agreement, including, but not limited to, car-related expenses, telephone expenses, and or other business related expenses.

#### **11. Limitation of Liability**

In no event shall GRANT be liable to CONTRACTOR for the payment of any consequential, indirect, or special damages, including lost profits. CONTRACTOR acknowledges it is an independent CONTRACTOR and accepts the risks and rewards of contracting with GRANT.

#### **12. Indemnity and Warranty**

CONTRACTOR shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements. CONTRACTOR shall indemnify and hold GRANT, its Council members, and its agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorneys' fees, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the warranties in this Section, arising from the provision of services by CONTRACTOR, its agents or employees

#### **13. Assignment**

a. *Consent Required.* CONTRACTOR shall not assign or subcontract the whole or any part of this Agreement without GRANT'S prior written consent.

b. *Subcontracting.* Any subcontract made by CONTRACTOR with the consent of GRANT shall incorporate by reference all the terms of this Agreement. CONTRACTOR agrees to guarantee the performance of any subCONTRACTOR used in performance of the Services.

c. *Assignment by GRANT.* GRANT may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the CONTRACTOR.

#### **14. Miscellaneous**

a. *Applicable Law and Forum.* This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Minnesota.

b. *Notices.* Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand, U.S. mail or facsimile.

c. *Waiver.* No waiver by GRANT of any breach by CONTRACTOR of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of

the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

d. *Entire Agreement.* This Agreement, including any exhibits, constitutes the entire agreement between CONTRACTOR and GRANT.

e. *Modifications.* No modification of this Agreement shall be effective unless in writing and signed by both parties.

f. *Severability.* If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the date first set forth above.

**GRANT:**

**CONTRACTOR:**

CITY OF GRANT

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

Its: Mayor

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

ATTEST

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

Its: City Clerk

**EXHIBIT A**  
**STATEMENT OF WORK**

**DIVISION 1**

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**GENERAL REQUIREMENTS**

SUMMARY OF WORK..... 1  
REFERENCE SPECIFICATIONS ..... 1  
SNOW REMOVAL OPERATIONS ..... 1  
EQUIPMENT ..... 2  
MATERIALS ..... 3  
OPERATION & MAINTENANCE ..... 3  
HOURLY RATES ..... 3  
PERFORMANCE REQUIREMENTS ..... 4  
COMPENSATION ..... 5

## DIVISION 1

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### GENERAL REQUIREMENTS

#### SUMMARY OF WORK

This Contract is to provide planned and emergency snow removal operations on roadways within the City of Grant, MN. The City requires snow removal for 63 miles of roadway, with 32 miles being paved and 31 miles being gravel surfaces. The paved roadways are approximately 22 to 32 feet wide, and the gravel roadways are 20 to 25 feet wide.

It is the Contractor's responsibility to determine how many operators and pieces of equipment will be required to comply with the City's snow removal policy stated herein.

It is strongly recommended that the Contractor attend the council meeting that the project is awarded on.

#### Administration:

The Contractor will be directed by the City's Road Commissioner or designated representative.

A second year of the contract may be available at the City's discretion. If the contract is extended the same unit prices shall apply for duration of the extension.

#### REFERENCE SPECIFICATIONS

This work shall be done in accordance with the Minnesota Department of Transportation's "Standard Specifications for Construction" (referenced "Mn/DOT") 2005 Edition, Special Provisions, and any amendments thereto.

All references to the word "Engineer" in reference specifications shall be interpreted as the Engineer for the Owner.

#### SNOW REMOVAL OPERATIONS

#### Commencement of Operations:

The Contractor is to commence snow removal operations as required for emergency services, as directed by the City, or according to the following conditions:

1. Snow accumulation of 2" or as directed by the City
2. Icing pavements may warrant partial or full operations depending upon extent and conditions.
3. Drifting of snow may warrant commencement of partial of full operations depending upon conditions.

#### Snow Plowing Operations:

Snow should be plowed to minimize traffic obstructions. The snow shall be pushed from the center with the discharge going onto the boulevard area of the right-of-way.

Plowing operations should be consistent with the City's Snow Plowing Policy.

### Suspension of Operations:

Generally, operations shall continue until all roads are passable. Widening and clean up operations may continue immediately or on the following day depending upon conditions and circumstances. Safety of the plow operators and the public is important. Operations may be suspended during periods of limited visibility. Any decisions to suspend operations for safety concerns of the operators or public shall be made by the Contractor and be based on the conditions of the storm. The Contractor shall still provide access for emergency fire, police, and medical services whenever possible.

### **EQUIPMENT**

The Contractor shall have appropriate equipment to complete the job in an efficient and effective manner as expected. The Contractor must have sufficient plowing vehicles with sand/salt spreading capabilities (tandem axle dump trucks with plow and plow wing).

#### Tandem Axle Dump Trucks:

The Contractor shall have a minimum of one tandem-axle truck. The tandem truck shall have rear wheel drive capabilities, minimum of 32,000 G.V.W., shall be equipped with a front-end plow and wing with a minimum moldboard width of 18.0'. Equivalent equipment that has the same capabilities to remove snow and apply sand/salt mixtures may be proposed.

#### Single Axle Dump Trucks:

If used, single axle dump trucks shall have the following requirements. Each single axle truck shall have rear wheel drive capabilities, minimum of 32,000 G.V.W., shall be equipped with a front-end plow and wing with a minimum moldboard width of 18.0'. Equivalent equipment that has the same capabilities to remove snow and apply sand/salt mixtures may be proposed. A minimum of one tandem axle truck must be used prior to using any single axle trucks.

#### Front End Loader:

The Contractor shall have a front end loader with a minimum 2 C.Y. bucket.

#### Motor Grader:

No motor graders will be allowed for snow removal on paved surfaces unless directed by the Road Commissioner.

#### Accessories & Safety Equipment:

All vehicles shall be properly equipped and outfitted to meet all local, county, state or federal laws required for emergency snow removal operations. They shall provide the operator with full visibility in all directions and shall have a back-up warning system. The operator's cab shall be fully enclosed and properly equipped with all equipment necessary to allow the efficient and safe operation of that vehicle. The City reserves the right to reject at any time, without notice to the Contractor, any vehicle that does not appear to comply with all rules or regulations required for snow removal operations. Rejection of vehicle acceptability will also take into consideration the condition and limitations of operation of the vehicle or its accessory equipment.



Vehicle Designation/Replacement:

The Contractor shall provide the City with the vehicle identification number within ten days of the execution of this contract. After inspection by the City, those vehicles acceptable for performance under this Contract will be verified by the City. Except for emergencies, any planned substitution or replacement of previously approved equipment shall require prior approval by the City.

**MATERIALS**

Sand/Salt Mixture:

The Contractor shall use Washington County's salt supply during snow removal.

The sand/salt mixtures shall be applied to provide additional safety at intersections, shape curves, and steep hills. The application rate and location of the sand/salt mixtures shall be at the discretion of the operator or as directed by the City.

**OPERATION & MAINTENANCE**

Operator:

The Contractor shall ensure that the operator provided with each piece of equipment is fully trained and properly licensed with the State of Minnesota to operate his primary snow removal vehicle or any anticipated replacement. The Contractor shall make every effort possible to ensure that the same operator performs the snow removal operation during the length of the Contract. The Contractor is responsible for the safety of the operators.

Parts & Fuel:

The hourly rates under this Contact shall cover all operation and maintenance expenses including but not limited to fuel, lubricants, supplies and support services. It shall also include depreciation on the vehicle and related equipment including the repair, maintenance and replacement of all materials and supplies including cutting edges. It shall also include all labor, tools and equipment necessary for making any and all repairs or replacements which may be necessary to keep and maintain the machine and all parts thereof in proper and safe working order and serviceable repair. No additional compensation shall be granted to the Contractor for increased fuel costs.

Storage:

The Contractor shall assume all responsibility and costs associated with maintaining proper and necessary protection/shelter/storage for the vehicle, and sand/salt mixtures.

**HOURLY RATES**

Quantities:

Hourly rates shall be rounded to the nearest 0.25 (quarter) hour.

Premium/Overtime:

No premium calculation or additional adjustment shall be given to the rates bid for any hours worked regardless of day, date, time of day or consecutive hours worked in any given snow removal operation or calendar week.

Nonproductive/Downtime:

The hourly rate shall be paid for the actual number of hours machines are operated within City limits for the purpose of snow removal under this Contract. The City shall not be responsible for payment for any time taken for rest or meal breaks.

**PERFORMANCE REQUIREMENTS**

Personnel:

The Contractor shall provide the City with the name, address, and telephone number(s) for at least two designated contact personnel responsible for insuring response to emergency issues and City supervision or concerns. The Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, 7 days per week.

Response Time:

The Contractor shall insure that the equipment and operator are ready and able to continuously provide snow removal services through the completion of the roadways designated on the City map to the satisfaction of the City. The City map is provided to give an idea of which streets are required to be plowed. The actual plow routes may change as directed by the Road Commissioner. The Contractor shall not allow any given operator to work more than 16 consecutive hours without an eight hour break. The Contractor shall be responsible for providing replacement personnel if snow removal operations require more than 16 consecutive hours of operation.

Down Time:

The Contractor shall ensure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of snow removal operations. If, once commencing a snow removal operation, a piece of equipment becomes disabled and nonfunctional for a period of 3 hours, the Contractor shall provide a satisfactory replacement vehicle and operator if necessary at no additional cost to the City.

Communication:

The Contractor shall provide a method for continuous communication (cellular phone, two-way radio, etc.) between equipment operator and Contractor's designated personnel available for contact by the City. The Contractor shall ensure that equipment operators, via Contractor's designated City contact, maintain full availability for communication at all times during snow removal operations.

Authority/Direction:

The Contractor and his designated operators shall respond to all directions given by the City in a positive, courteous, and timely manner during snow removal operations. The City reserves the right to reject any piece of equipment or operator from continued or further engagement of service due to incompetence, insubordination, or inability of the piece of equipment to function properly for the requested service.

The Contractor shall follow the pre-approved route agreed upon by the Contractor and the City.

Protection of Gravel Roads:

The Contractor shall minimize the removal of gravel from road surfaces during snow removal operations. This may be accomplished by the use of a skid plate installed on the plow or equivalent protective devices. The use of a skid plate and/or protection of gravel surfacing shall be incidental to applicable hourly rates.

Law Obedience:

The Contractor and his designated operators shall be responsible for their actions and compliance with all regulatory laws and ordinances governing the operation of the machine while performing snow removal operations for the City.

Property Damage:

The Contractor shall be responsible for all damage to private as well as public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations. The Contractor will receive a \$50 deduct for each mailbox that is damaged through snow removal operations. The City will compensate each residence for damaged mailboxes.

Road Commissioner/Engineer Authority:

The City reserves the right to employ an outside Contractor(s) to plow and/or sand/salt roadways. The Contractor shall not make claims against the City if they employ outside Contractor(s) to complete any plowing and/or sand and salt work.

**COMPENSATION**

Payment Schedule:

All pay requests must be prepared and submitted by the Contractor for approval to the City. All pay requests will be presented to the City Council at their monthly meeting held the first Tuesday of each month. Pay requests must be submitted and approved the Wednesday two weeks prior to City Council meetings.

Down Time:

No payment shall be made for any nonproductive or down time exceeding 10% of any singular snow removal operation. Compensable time shall include all time spent performing the snow removal operations subject to the exclusions identified herein and shall include only travel time within the City limits.

Penalties:

If the Contractor is unable to respond to a given snow removal operation within 4 hours of the identified criteria, 5% of the Contractor's eligible payment for the duration of that snow removal operation will be deducted for each 1/2 hour or portion thereof beyond 4 hours to when the operation begins.

**DIVISION 2**

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**SPECIAL PROVISIONS**

2021 - MOBILIZATION..... 1  
2583 - SAND/SALT APPLICATION ..... 1  
2583 - SNOW REMOVAL ..... 1  
PROPERTY DAMAGE ..... 1

## DIVISION 2

### SPECIAL PROVISIONS

#### 2021 - MOBILIZATION

The mobilization bid item shall be paid monthly based on the amount of contract work completed within that month. A maximum of 1 mobilization shall be paid each month regardless of the number of snow events. The mobilization bid item shall be paid a maximum of 6 times during the contract for the months of November through April. No compensation shall be made on the mobilization bid item for contract work required prior to November 1 or after April 30.

Mobilizations shall be paid according to the schedule as outlined below:

Contract Work Per Month	Mobilization Paid Per Month
<\$5,000	1
\$5,000 - \$10,000	0.5
>\$10,000	0

The Contractor is required to bring out a minimum of two trucks as specified in the equipment section for each and every snow event.

If the project contract is terminated for any reason mobilization shall not be paid for the month of termination.

#### 2583 - SAND/SALT APPLICATION

It is anticipated that icy conditions will occur with small snow events and require sand/salt applications. This pay item is only to be used when snow removal is not required.

Sand/Salt Application: Payment shall be at the unit price bid per hour for applying sand/salt mixture in icy conditions including labor, equipment, materials and appurtenant costs associated with use equipment/operator operations for applying sand/salt mixtures.

#### 2583 - SNOW REMOVAL

The hourly rates are to include operator, equipment and appurtenant work used for snow removal operations in the City. It is assumed that multiple pieces of equipment will be required to remove snow in the time frame specified in Division 1. Approved equal equipment must be capable of removing snow within the same time frame as a dump truck and must be approved by the Road Commissioner and/or Engineer.

Each snow removal operation shall be paid according to the hours of snow removal completed, regardless of the depth of snowfall.

Dump Truck Single Axle: Payment shall be at the unit price bid per hour including equipment, operator, and costs associated with use this equipment for the purposes of snow removal.

Tandem Axle Dump Truck: Payment shall be at the unit price bid per hour including equipment, operator, and costs associated with use this equipment for the purposes of snow removal.

#### PROPERTY DAMAGE

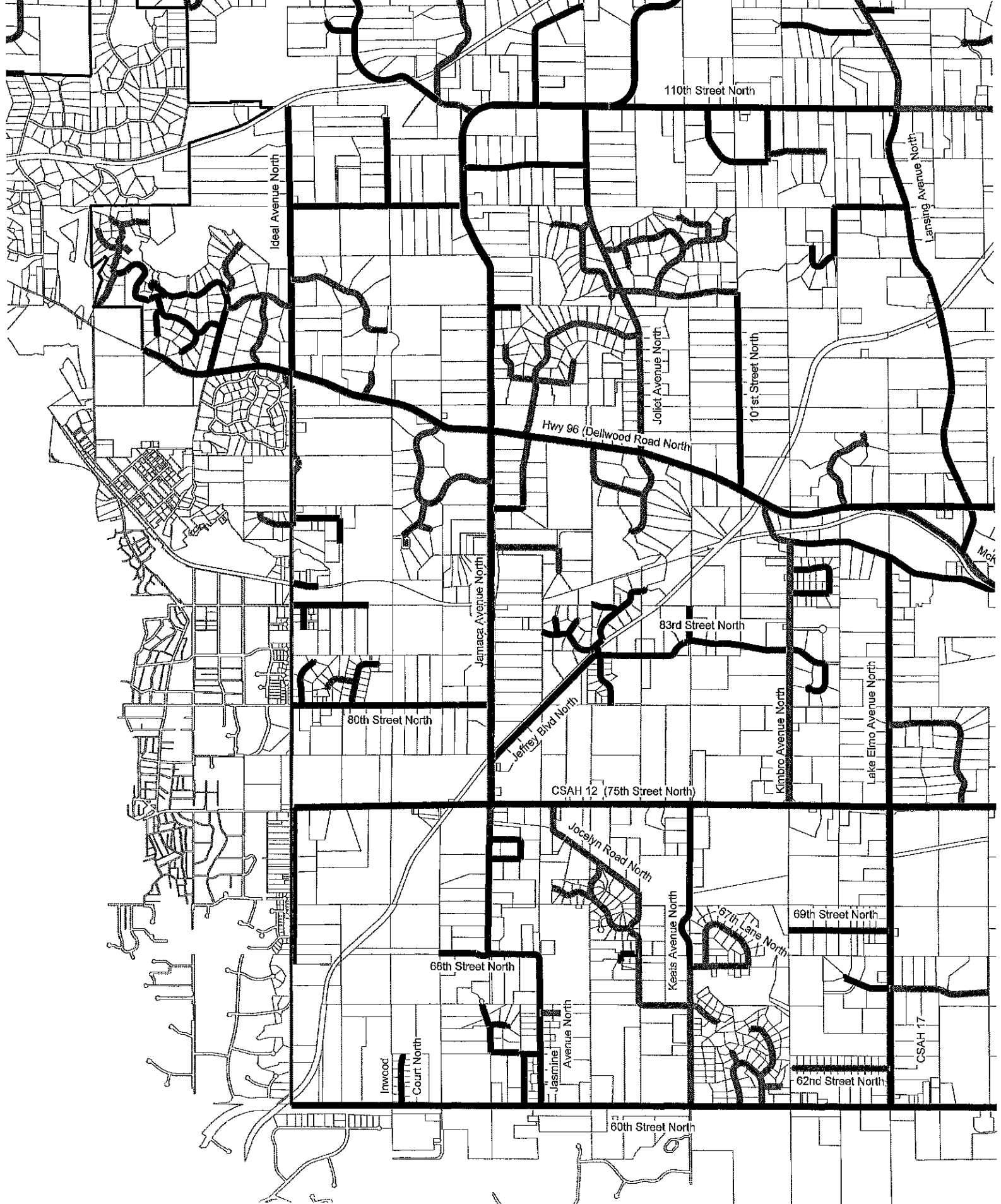
The Contractor shall make every attempt not to damage private property. The Contractor shall be responsible for damage to private and public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations.

The Contractor shall evaluate the project area prior to any snow removal operations. Any areas or items of concern in relation to potential property damage that would occur under normal snow removal operations shall be submitted to the City. This is intended to identify items that are improperly placed or maintain within City right-of-ways.

The Contractor shall process and resolve all claims submitted by affected property owners of the City of Grant in a timely manner.

Any private property damaged from physically being struck by a plow blade, wing, or other piece of equipment will be the Contractor's responsibility to repair or replace in-kind or to reimburse the property owner for the in-kind replacement value, and be considered incidental to the project. This includes but is not limited to fence and driveway apron repair.

Any mailbox damaged from physically being struck by a plow blade, wing, or other piece of equipment will result in a \$50 deduct for the Contractor. The City will compensate the homeowner \$50 for a damaged mailbox.



**EXHIBIT B**  
**RATE SCHEDULE**

**2014 - 2017 Pricing**

Mobilization: \$1000/month for 6 months

**Snow Removal**

- \$100.00/hour: Dump truck: single axle
- \$110.00/hour: Dump truck: tandem
- \$100.00/hour: Front end loader
- \$85.00/hour: Motor grader
- \$60.00/hour: Pick-up with plow
- \$80.00/hour: Pick-up with snow blower (7')

**Sand/Salt**

- \$75.00/hour: Sand/salt application
- County: 50/50 sand/salt mix
- County: 90/10 sand/salt mix