AGENDA
Special Work Session City Council Meeting
Council Chambers, City Hall
October 21, 2019, 7:15 p.m.

1. CALL TO ORDER/DETERMINATION OF QUORUM Council President

2. PUBLIC FORUM (3 Minute Limit)
   Individuals may address the City Council about items on the agenda or not included on the agenda. Speakers are required to state their name and address for the Council record and limit their remarks to three minutes or less. Speakers are requested to frame their comments around items that fall within the authority of the City Council. Generally, the City Council will not take official action on the items discussed at this time, but may place the item on file, take the matter under advisement, refer the matter to staff or a committee for a future report or direct the matter to be placed on an upcoming agenda.

3. BILLS DISCUSSION

4. CONSENT AGENDA ITEM DISCUSSION

5. COUNCIL INFORMATIONAL ONLY ITEMS
   a. Comprehensive Plan Update PW Director/Engineer [10 minutes]
   b. Other

6. CONSTITUENT COMPLAINTS City Council

7. ADJOURNMENT Council President

IF YOU NEED ANY TYPE OF REASONABLE ACCOMMODATION TO PARTICIPATE IN THIS MEETING, PLEASE CALL CITY HALL (320) 616-5500 AT LEAST 72 HOURS PRIOR TO THE MEETING.
AGENDA
Regular City Council Meeting
Council Chambers, City Hall
October 21, 2019, 7:30 p.m.

1. CALL TO ORDER/DETERMINATION OF QUORUM/PLEDGE OF ALLEGIANCE
   Council President
   All individuals are asked to either silence or turn off all cell phones, pagers, and other electronic devices that may disrupt the meeting.

2. APPROVAL OF AGENDA City Council
   Approve the agenda as posted in accordance with the Open Meeting Law and herein place all agenda items on the table for discussion.

3. APPROVAL OF MINUTES City Council
   Special work session meeting of October 7, 2019; the regular meeting of October 7, 2019 – approve

4. APPROVAL OF BILLS City Council
   Checks 101456 through 101552 totaling $1,192,720.19 – approve

5. AWARDS, DONATIONS, PRESENTATIONS AND PROCLAMATIONS Council President/Others
   None

6. CONSENT AGENDA City Council
   a. 2:00 a.m. On Sale Liquor License Renewal, CMC Holdings LLC dba Beer Belly’s – approve
   b. Building Report, September 2019 – receive
   c. Great River TV Channel 180 Report, October 2019 – receive
   e. Heritage Preservation Commission Minutes, October 2019 – receive
   f. Housing and Redevelopment Authority Minutes, September 2019 – receive
   g. Investment Recap, Dated September 30, 2019 – receive
   h. Morrison County Attorney’s Prosecution Report, July and August, 2019 – receive
   i. Public Works Report, September 2019 – receive
   j. Wastewater Report, September 2019 – receive
   k. Zoning Administrator’s Report, Planning Commission October 2019 – receive

7. PUBLIC HEARINGS AND LETTINGS
   a. Public Hearings
      2. Airport Commission Recommendation/KLJ Engineering, Reconstruct Hangar Taxi lanes and Apron, LinnCo, Sauk Rapids – accept/award PW Director/Engineer
   b. Lettings
      1. West Water Tower Reconditioning, Engineering and Inspection Services, Short Elliot Hendrickson – award PW Director/Engineer
8. **OLD BUSINESS**
   a. Amend Motion of September 16, 2019, Motor Grader, Public Works Department – approve PW Director/Engineer Pages 125-127

9. **NEW BUSINESS**
   a. Memorandum of Understanding, American Federation of State, County and Municipal Employees, Vacation – approve Payroll Coordinator/Benefits Administrator Pages 216-217
   b. Internship, Wastewater Facility
      1. Wastewater Intern Job Description, Points – approve Payroll Coordinator/Benefits Administrator Pages 219-220
      2. Internship Reimbursement Agreement, Chad Peterson, Sourcewell – approve Payroll Coordinator/Benefits Administrator Pages 221-222
   c. Resignation of Trace Swanson, Patrol Officer, Post Position, Police Department – accept/approve Police Chief Pages 223-224
   d. ArchiveSocial, Inc., Archive City Social Media – approve/authorize Police Chief Pages 225-235
   e. Artists on Main Street Grant Application Participation, Preservation Alliance of Minnesota – authorize Finance Officer Pages 236-239
   g. Resolution 2019-61, Certifying Delinquent Accounts, Collection by Morrison County – adopt Finance Officer Pages 242-244
   h. Resolution 2019-63, Write Off Certain Accounts – adopt Finance Officer Page 245
   i. Resolution 2019-65, Declare Certain Property Surplus and Authorize Disposal Off – adopt PW Works Director/Engineer Pages 246-247

10. **CITY COUNCIL REPORTS ON CITY AUTHORITIES, BOARDS, BUREAUS, COMMISSIONS AND COMMITTEES** City Council

11. **ANNOUNCEMENTS** City Council/Others

12. **ADJOURNMENT** Council President
    Recess to closed City Council meeting Pursuant to Minnesota Statute 13D.05, Subdivision 3[a], Discuss City Administrator's Performance Evaluation Following Regular Mtg

**MEETINGS ARE NOW LIVE STREAMED FOLLOW LINE BELOW:**

**LITTLE FALLS CITY COUNCIL MEETING**

IF YOU NEED ANY TYPE OF REASONABLE ACCOMMODATION TO PARTICIPATE IN THIS MEETING, PLEASE CALL CITY HALL (320) 616-5500 AT LEAST 72 HOURS PRIOR TO THE MEETING.
1. **CALL TO ORDER**

The special work session City Council meeting of the City of Little Falls was called to order by Council President Hircock on Monday, October 7, 2019, at 6:00 p.m. in the Council Chambers at City Hall. Councilmembers Liljegren, Lundberg, Storlie, Hanson, Council President Hircock, and Mayor Zylka were present. Councilmembers Knafla and Gosiak were absent. It was determined there was a quorum.

2. **PUBLIC FORUM**

   a. Rene Kono, 1109 West Broadway, reviewed: concerns about the Morrison County Animal Humane Society.


   c. Robin Hensel, 807 Southeast First Street, reviewed: constitutional violations and live streaming.

3. **BILLS DISCUSSION**

   None.

4. **CONSENT AGENDA ITEMS DISCUSSION**

   None.

5. **COUNCIL INFORMATIONAL ONLY ITEMS**

   a. **Sunrise Addition 3 Development** – Gerald Thomes and Michael Corrow reviewed they will be requesting the installation of surface and utility improvements in there proposed new Sunrise Addition 3 and that they are further going to request a deferral of special assessments for developers as allowable under City Policy No. 12. These two items are on the regular agenda for consideration.

   b. **Hazardous Buildings, 802 Northeast Fourth Street** – City Administrator Radermacher reviewed the hazardous buildings process regarding property located at 802 Northeast Fourth Street. This item is on the regular agenda for consideration.

   c. **Banking, City Funds** – Finance Officer Kasella reviewed the request for proposals received regarding the City's banking needs. This item is on the agenda for consideration.

   d. **Health Insurance Renewal** – City Administrator Radermacher reviewed the health insurance options for employees available through Sourcewell’s cooperative program. This item is on the regular agenda.

   e. **Repaint Elevated Towers** – Public Works Director/Engineer Kimman reviewed that the City staff is reviewed the proposals received for the repainting of the east and west elevated towers. This item will be on a future meeting for consideration.

   f. **Public Works Leadership Reorganization** – City Administrator Radermacher reviewed options for a possible reorganization of the Public Works Department, including golf, parks and street, wastewater and water. Following discussions, more
information will be provided at the November 4, 2019, work session meeting. No action taken.

g. **Architectural Proposal, Local Option Sales Tax** – City Administrator Radermacher reviewed the two proposals received for visioning, planning and developing options of a possible community center from the Local Option Sales Tax. This item is on the regular agenda for consideration.

h. **Other**
   None.

4. **CONSTITUENT COMPLAINTS**
   a. Councilmember Storlie reviewed: snow plowing concerns; Highland Senior Living parking lot storm water runoff; and graffiti on the former CentraSota building and warehouse.

5. **ADJOURNMENT**
   Council President Hircock adjourned the meeting at 7:24 p.m.

Respectfully submitted,

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Lori Kasella
1. **CALL TO ORDER**

   The regular City Council meeting of the City of Little Falls was called to order by Council President Hircock on Monday, October 7, 2019, at 7:30 p.m. in the City Council Chambers at City Hall. Councilmembers Knafla, Liljegren, Lundberg, Storlie, Hanson, Council President Hircock, and Mayor Zylka were present. Councilmember Gosiak was absent. It was determined there was a quorum.

2. **APPROVAL OF AGENDA**

   Council President Hircock amended the agenda by adding item 6.m. Motion was made by Councilmember Storlie, seconded by Councilmember Hanson to approve the agenda of October 7, 2019, as amended. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.

3. **APPROVAL OF MINUTES**

   Motion was made by Councilmember Knafla, seconded by Councilmember Liljegren to approve the City Council minutes of the special work session meeting of September 16, 2019; and the regular meeting of September 16, 2019, as presented. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.

4. **APPROVAL OF BILLS**

   Motion was made by Councilmember Storlie, seconded by Mayor Zylka to approve the bills totaling $647,479.55 for check numbers 101355 through 101455. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.

5. **AWARDS, DONATIONS, PRESENTATIONS AND PROCLAMATIONS**

6. **CONSENT AGENDA**

   Motion was made by Councilmember Hanson, seconded by Councilmember Lundberg to take the following action on Consent Agenda items a. through m.:

   a. Received and placed on file the Animal Control report for September 2019; and

   b. Approved to the Minnesota Charitable Gambling Control Board, an Application for Exempt Permit as requested by St. Mary’s Parish, 305 Southeast Fourth Street, to allow a raffle on their grounds on November 24, 2019, and further waived any waiting period; and

   c. Approved to the Minnesota Charitable Gambling Control Board, an Application to Conduct Off Site Gambling as requested by the Minnesota Fishing Museum, 304 West Broadway, to allow raffle and bingo from November 29, 2019, through December 8, 2019, on their grounds, and further waived any waiting period; and

   d. Received and placed on file the Building report for August 2019; and

   e. Received and placed on file the Economic Development Authority minutes of April and August 2019; and

   f. Received and placed on file the Fire report for September 2019; and

   g. Affirmed the mutual termination of the agreement with CHI for the community gardens at the Gamradt Park; and
h. Approved/authorized an internship as requested by Chad Peterson at the Wastewater facility on October 21, 2019, under Policy No. 11, with no pay or benefits; and

i. Approved the Parade Permit as requested by the West Side Improvement Association for their annual Santa Parade to be held on November 29, 2019, beginning at 6:00 p.m., with the route as presented, contingent upon the appropriate paperwork and insurance being received, approval is granted by the Police Chief and the Minnesota Department of Transportation, and they clean up the after the event; and

j. Received and placed on file the Planning Commission minutes for September 2019; and

k. Received and placed on file the Recycling report for July 2019; and

l. Received and placed on file the Water report for September 2019; and

m. Approved the 2:00 a.m. On Sale Liquor License renewal application as submitted by Rustic Saloon, 114 Southeast Fourth Street, contingent upon approval by the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division.


7. **PUBLIC HEARINGS AND LETTINGS**

   a. **Public Hearings**

      1. **Wellhead Protection Plan, Amendment II** – Council President Hircock opened a scheduled public hearing at 7:35 p.m. on the proposed Amendment II of the Wellhead Protection Plan. Public Works Director/Engineer Kimman and Interim Water Superintendent Heinen reviewed the proposal. Asking questions: Robin Hensel, 807 Southeast First Street. Council President Hircock closed the public hearing at 7:45 p.m. Motion was made by Councilmember Lundberg, seconded by Mayor Zylka to approve the Wellhead Protection Plan, Amendment II, as presented. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.

   b. **Lettings**

      1. **Banking, City Funds, Pine Country Bank** – Motion was made by Mayor Zylka, seconded by Councilmember Liljegren to accept the recommendation of staff and continue the City’s banking relationship with Pine Country Bank for a minimum of four years. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie and Hanson. Nays: none. Motion carried.

      2. **Fall Leaf and Brush Collection, Bob LeMieur Rolloffs and Refuse** – Motion was made by Councilmember Liljegren, seconded by Councilmember Hanson to award the low quotation received of $4,150 from Bob LeMieur Rolloffs and Refuse, Little Falls, for the leaf and brush collection, to be charged to the SCORE Grant, and held on October 26, 2019, rain/snow or shine, leaving the bags. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie and Hanson. Nays: none. Motion carried.

      3. **Snow Removal Contract, Robert LeMieur Snow Service Inc.** – Motion was made by Councilmember Knafla, seconded by Mayor Zylka to approve the Snow Removal Contract Agreement with Robert LeMieur Snow Service Inc., Little Falls, for

4. **Architectural Proposal, Local Option Sales Tax, Contegrity Group Recommendation** – City Administrator Radermacher reviewed that Contegrity Group, our construction management company, reviewed and is recommending that the City Council work with Wold Architects and Engineers, St. Paul, to assist the City in visioning, planning and developing options for a new community center. Motion was made by Councilmember Lundberg, seconded by Councilmember Storlie to postpone this item until October 21, 2019, for further review. Council President Hircock requested a roll call vote; Ayes: Lundberg and Storlie. Nays: Knafla, Liljegren, Zylka, Hircock, and Hanson. Motion fails. Motion was then made by Mayor Zylka, seconded by Councilmember Knafla to accept the recommendation of Contegrity Group and approved working with Wold Architects and Engineers, St. Paul, at a cost of $15,000 to be charged to the Equipment Fund. Council President Hircock called for a roll call vote; Ayes: Liljegren, Lundberg, Zylka, Hircock, Storlie, Hanson, and Knafla. Nays: none. Motion carried.

8. **OLD BUSINESS**
   a. **Ordinance No. 20, Seventh Series, Grant Cable TV Franchise, Spectrum Mid-America, LLC** [Introduced 09/16/19] – Councilmember Storlie moved for the adoption of Ordinance No. 20, Seventh Series, an Ordinance Granting a Cable TV Franchise to Spectrum Mid-America, LLC, l/k/a Charter Communications, and the confirmation of Adjustments to Service to Public Buildings. Councilmember Liljegren seconded the motion for adoption. On a roll call vote; Ayes: Lundberg, Zylka, Hircock, Storlie, Hanson, Knafla, and Liljegren. Nays: Gosiak [absent]. Council President Hircock then declared said Ordinance No. 20 to have received the majority vote of the City Council and the same to have been duly passed, approved and adopted.

   b. **Ordinance No. 20A, Seventh Series, Summary Publication of Ordinance No. 20, Seventh Series, Cable TV Franchise** [Introduced 09/16/19] – Councilmember Knafla moved for the adoption of Ordinance No. 20A, Seventh Series, an Ordinance Authorizing the Summary Publication of Ordinance No. 20 Regarding Granting Cable TV Franchise. Councilmember Hanson seconded the motion for adoption. On a roll call vote; Ayes: Zylka, Hircock, Storlie, Hanson, Knafla, Liljegren, and Lundberg. Nays: Gosiak [absent]. Council President Hircock then declared said Ordinance No. 20A to have received the majority vote of the City Council and the same to have been duly passed, approved and adopted.

9. **NEW BUSINESS**
   a. **Cook, Andrew Hiltunen, Golf Course** – Motion was made by Councilmember Lundberg, seconded by Mayor Zylka to accept the recommendation of the Golf Manager and ratify and confirm the hiring of Andrew Hiltunen as a cook at the Golf Course, effective September 30, 2019, at $11.93 per hour. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.

   b. **Resolution 2019-64, Declare Hazardous Buildings, Minnesota Statute 463, 802 Northeast Fourth Street** – Councilmember Hanson introduced and moved for the adoption of Resolution 2019-64, a Resolution Declaring Hazardous Buildings and Ordering the Removal at the Property Located at 802 Northeast Fourth Street. Councilmember Storlie seconded the motion for adoption. On a roll call vote; Ayes: Hircock, Storlie, Hanson, Knafla, Liljegren, Lundberg, and Zylka. Nays: Gosiak [absent].
Council President Hircock then declared said Resolution 2019-64 to have received the majority vote of the City Council and the same to have been duly passed, approved and adopted.

c.  **Health Insurance Renewal Plan** – Motion was made by Councilmember Lundberg, seconded by Councilmember Storlie to approve the renewal of the City’s group pool membership with Sourcewell to change to the Smart Plan No. 3, HPAI National ONE Empower HSA. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.

d.  **Petition, Surface and Utility Improvements, Sunrise Addition 3, Thomes and Corrow** – Motion was made by Councilmember Lundberg, seconded by Councilmember Storlie to receive a petition requesting the installation of surface and/or utility improvements within the new Sunrise Addition 3, instructed staff to verify signatures, and further forward to the Public Works Director/Engineer for review and a recommendation. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.

e.  **Application for Deferral of Special Assessments for Developers, Michael Corrow and Gerald Thomes** – Motion was made by Councilmember Hanson, seconded by Councilmember Liljegren to approve the application for Deferral of Special Assessment for Developers as requested by Michael Corrow and Gerald Thomes under City Policy No. 12. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.

f.  **Predemolition Hazardous Materials Survey, Landmark Environmental, Former CentraSota/City Property** – Motion was made by Councilmember Storlie, seconded by Councilmember Lundberg to ratify and confirm the Proposal to Conduct a Predemolition Hazardous Building Materials Survey of Six Buildings at the former CentraSota/City property at a cost of $6,900, to be charged to the project. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.

g.  **Planning Commission Recommendation, Resolution 2019-62, Variance Ric Company/Little Falls Machine** – Motion was made by Councilmember Knafla to accept the recommendation of the Planning Commission, and introduced and moved for adoption of Resolution 2019-62, a Resolution Adopting the Findings of Fact and Reasons for Approval for Variance Application as Requested by Little Falls Machine Inc. Mayor Zylka seconded the motion for adoption. On a roll call vote; Ayes: Hanson, Knafla, Liljegren, Lundberg, Zylka and Hircock. Nays: Storlie and Gosiak [absent]. Council President Hircock then declared said Resolution 2019-62 to have received the majority vote of the City Council and the same to have been duly passed, approved and adopted.

h.  **Utility Technician, Position Description and Points, International Union of Operating Engineers, Local 49, Post/Advertise** – Motion was made by Councilmember Storlie, seconded by Mayor Zylka to approve the position application and assignment of 220 points for Grade 5 to the Utility Technician position and authorized the posting within the International Union of Operating Engineers, Local 49, and should no one apply or be qualified, further open it to the general public.. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.
10. **CITY COUNCIL REPORTS ON CITY AUTHORITIES, BOARDS, BUREAUS, COMMISSIONS AND COMMITTEES**

11. **ANNOUNCEMENTS**
   
a. Council President Hircock announced there will be two public hearings held by the Planning Commission on Monday, October 14, 2019, beginning at 6:30 p.m. in the Council Chambers to consider: 1] variance for garage and driveway at 514 Northeast Third Street requested by Vertin Holdings LLC; and 2] consolidated preliminary and final plat, Outlot A, Sunrise Addition, requested by J & M Development.

   b. Councilmember Storlie and City Administrator Radermacher reviewed an upcoming Our Town grant visioning meeting they will be attending.

12. **ADJOURNMENT**

   Council President Hircock recessed the meeting at 8:37 p.m. to go into a scheduled closed meeting.

   Motion was made by Councilmember Lundberg, seconded by Councilmember Storlie to close the meeting at 8:42 p.m. pursuant to Minnesota Statute 13D.05 [3][a] to discuss the City Administrator' performance evaluation. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.

   Motion was made by Councilmember Hanson, seconded by Councilmember Knafla to reopen the meeting at 9:10 p.m. Ayes: Knafla, Liljegren, Lundberg, Zylka, Hircock, Storlie, and Hanson. Nays: none. Motion carried.

   Council President Hircock adjourned the meeting at 9:11 p.m.

   Respectfully submitted,

   _________________________________
   Wendy J. Zylka
## BREAKDOWN OF EXPENDITURES BY FUND

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| EMERGENCY MGMT/ CIV DE GENERAL FUND | GENERAL FUND | MN POWER | ELECTRIC | 204.72 |

**TOTAL:** 204.72

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|             |             | LITTLE FALLS FLEET SUPPLY | CHAINS/CLEVIS | 22.97  |
|             |             | TOTAL:                  | 127.92        |

| TRAFFIC SIGNS | GENERAL FUND | LITTLE FALLS HARDWARE HANK & RENTAL | CLAMP BOX | 9.98   |
|              |             | CENTRAL MN ELECTRIC INC | CENTRAL MN ELECTRIC INC | 101.92 |
|              |             | TOTAL:                  | 111.90     |

| UNALLOCATED | GENERAL FUND | SENIOR CITIZENS INC | 3RD QTR CONTRIBUTION | 3,100.00 |
|            |             | TOTAL:               | 3,100.00             |

| GENERAL OPERATING | H.R.A. | RAYS BODY SHOP INC | TOW VEHICLES - DUBLA | 285.00   |
|                   |        | FLAHERTY & HOOD PA | LEGAL NUISANCE PROPERTY | 2,666.25  |
|                   |        | TOTAL:              | 2,951.25             |

| GENERAL OPERATING | TOURISM | LITTLE FALLS CONVENTION & | LODGING TAX-SEPT | 5,628.24 |
|                   |        | TOTAL:                  | 16,937.13        |

| GENERAL OPERATING | ECONOMIC DEVEL AUT | LITTLE FALLS, CITY OF | UTILITY BILLS - SEPT 10- O | 81.63   |
|                   |                    | MN POWER | ELECTRIC - CMT | 480.50 |
|                   |                    | ELECTRIC - JC PENNEY | 66.88 |
|                   |                    | CENTERPOINT ENERGY MINNEGASO | GAS - CMT | 59.21  |
|                   |                    | TOTAL:   | 688.22        |

<p>| PARKS &amp; PLAYGROUND | PARKS &amp; RECREATION | KNIFE RIVER CORP | CONCRETE | 1,385.00 |
|                   |                    | LITTLE FALLS, CITY OF | UTILITY BILLS - SEPT 10- O | 135.03 |
|                   |                    | LITTLE FALLS FLEET SUPPLY | CONNECTORS/GLOVES | 16.66 |
|                   |                    | LITTLE FALLS HARDWARE HANK &amp; RENTAL | BULBS/GRABBER/CLEANER | 310.59 |
|                   |                    | SOURCEWELL | HEALTH INS OCT | 2,790.00 |
|                   |                    | BOB LEMIEUR ROLL-OFFS | GARBAGE PICK-UP SEPT | 105.30 |
|                   |                    | SUN LIFE FINANCIAL | LIFE INSURANCE: NOV | 10.71 |
|                   |                    | WEX BANK | GAS CARD - SEPT | 240.71 |
|                   |                    | WITUCKY, JOHN | STEEL TOE BOOTS | 100.00  |
|                   |                    | ZARNS OIL | GAS/DIESEL | 244.40 |
|                   |                    | BUILDERS FIRST SOURCE | LUMBER | 71.50 |
|                   |                    | CANS R’US INC | TOILET RENT - SEPT | 420.00 |
|                   |                    | CARDMEMBER SERVICE | DOG WASTE BAGS | 133.88 |
|                   |                    | CENTERPOINT ENERGY MINNEGASO | GAS - AUG - SEPT 2019 | 18.98 |</p>
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AGENDA ITEM

CITY COUNCIL MEETING: October 21, 2019

Special (Work Session) Agenda: ____
Consent Agenda: x____
Regular Agenda: _____

TITLE OF THE ITEM FOR CONSIDERATION: 2:00 a.m. On Sale Liquor License Renewal, CMC Holdings, dba Beer Belly’s

BACKGROUND: Chris Crohn, owner of CMC Holding LLC, dba Beer Belly’s Bar and Grill, 118 Southeast First Street, is requesting that his renewal of their 2:00 a.m. On Sale Liquor License be approved. You may recall, this license is approved by the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division. The fee is sent by the State and it is based on the income of the establishment.

ACTION REQUEST: The City Council approve the 2:00 a.m. On Sale Liquor License renewal request from CMC Holdings LLC, dba Beer Belly’s Bar and Grill, 118 Southeast First Street, contingent upon the appropriate paperwork, insurance and fees being provided; and approval is granted by the Police Chief and the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division

BUDGETED: _x_ N/A _ No ___ Yes Fund:

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<td>RICE COMPANIES</td>
<td>NEW CONCRETE SLAB</td>
<td>305 3RD ST SW</td>
</tr>
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<td>9/9/2019</td>
<td>MATT ROACH</td>
<td>NEW DECK</td>
<td>514 3RD ST NE</td>
</tr>
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<td>9/9/2019</td>
<td>LEE SCHAFFER CONST.</td>
<td>NEW RESIDENCE</td>
<td>17892 CARTER LANE</td>
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<td>9/9/2019</td>
<td>LF PLUMBING</td>
<td>RES. PLUMBING</td>
<td>212 3RD ST SW</td>
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<tr>
<td>9/10/2019</td>
<td>SB RESTORATION</td>
<td>BATHROOM REMODEL</td>
<td>500 4TH ST SW</td>
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<td>RJ MECHANICAL</td>
<td>COMM. MECHANICAL</td>
<td>15657 19TH ST NE</td>
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<td>9/11/2019</td>
<td>DAVID SCHAFFER</td>
<td>REPL. WINDOWS</td>
<td>510 3RD ST SW</td>
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<td>9/11/2019</td>
<td>GEORGE VANNISSEGHEM</td>
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<td>1909 RIVERVIEW DR</td>
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<td>9/11/2019</td>
<td>CLINT EBSEN</td>
<td>RE-ROOF</td>
<td>14613 PRAIRIE DR</td>
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<td>YOUR HOME IMPROVEMENT</td>
<td>REPL. WINDOWS</td>
<td>311 2ND ST SE</td>
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<td>BECKY ZIMMER</td>
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<td>9/16/2019</td>
<td>GARY JOSPESHON</td>
<td>DECK REPAIR</td>
<td>1101 13TH AVE NE</td>
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<td>REPL. WINDOWS</td>
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<td>BECKY SMIEJA</td>
<td>NEW EGRESS WINDOW</td>
<td>14433 LOWERY DR</td>
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<td>CLIFFORD BUSCH</td>
<td>ROOF ALTERATIONS</td>
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<td>BRIAN CZECH CONST.</td>
<td>RE-ROOF</td>
<td>1110 JOY LANE</td>
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<td>ERIN SANTALA</td>
<td>RE-ROOF</td>
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<td>BOSER PROPERTIES</td>
<td>RE-ROOF</td>
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<td>SCOTTY'S EXTERIORS</td>
<td>RE-ROOF</td>
<td>500 4TH ST SW</td>
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<td>HY-TECH CONST.</td>
<td>COMM. REMODEL</td>
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<td>DANNY MARSHIK</td>
<td>RE-ROOF</td>
<td>700 1ST ST SE</td>
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<td>9/24/2019</td>
<td>GPS RESTORATION</td>
<td>WINDOW/DOOR REPL</td>
<td>62 EAST BROADWAY</td>
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<td>9/25/2019</td>
<td>AARON TROMPETER</td>
<td>NEW WATER CONN.</td>
<td>601 1ST ST SE</td>
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<td>9/26/2019</td>
<td>PEKAREK CONST.</td>
<td>BATHROOM REMODEL</td>
<td>401 4TH ST SW</td>
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<td>9/27/2019</td>
<td>GOTTMALT &amp; GWOST</td>
<td>NEW RESIDENCE</td>
<td>TBD</td>
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<td>9/30/2019</td>
<td>MERLIN STREMPKE</td>
<td>RES. PLUMBING</td>
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<td>9/30/2019</td>
<td>ALLAN SCHNEIDER</td>
<td>RE-ROOF</td>
<td>314 7TH ST NE</td>
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<td>9/30/2019</td>
<td>PATRESE RING</td>
<td>RE-ROOF</td>
<td>309 5TH ST NE</td>
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</table>
GRTV Channel 180 Report to City Council

Channel 180 works to produce new, informative local shows with various non-profit county and city entities.

They include the Pine Grove Zoo, Oasis Central Minnesota, Morrison County Veterans Office, Morrison County Humane Society, St. Francis Music Center, Heartland Symphony Orchestra, Horizon Health and the Little Falls Chamber of Commerce.

GRTV continues to reach out to the local agencies to assist them to take advantage of our services and help produce their shows for broadcast.

GRTV has begun broadcasting Public Service Announcements concerning texting and driving, Opioid Abuse and drunk driving.

I am submitting a GRTV viewer survey that I hope can be distributed as a hard copy with Utility billing and/or digitally to residents of Little Falls.

GREAT RIVER TELEVISION CHANNEL 180 (GRTV) VIEWER SURVEY

Great River Television (GRTV), Channel 180, is the public access television station available to subscribers of Charter/Spectrum in Little Falls.

1. Do you subscribe to Charter/Spectrum Cable TV? __________________________
2. Which channel(s) do you watch most frequently? __________________________
3. Do you watch Public & Gov’t Access Channel 180 (GRTV)? _________________
4. Do you watch Public School Access Channel 181 (LF Schools’ Channel)? _______
5. Do you watch any of these regularly scheduled programs on GRTV?
   - Church Services (All Day Sunday & Monday)
   - Little Falls City Council (Tuesday 10 am and 7 pm, Wednesday 1 am, Friday 1 pm, and Saturday 10 am)
   - Morrison County Board of Commissioners (Wednesday 10 am and 7 pm, Thursday 1 am, Friday 2:30 pm, and Saturday 12 pm)
   - Little Falls Community School Board Meetings (Thursday 10 am & Saturday 5:30 pm)
   - Can We Talk? (Tuesday 2 pm, Thursday 6 pm & Friday 9 pm)
   - Occ-U-Pie Little Falls (Saturday 4 pm)
   - Your Little Falls Scene (Tuesday 6 pm, Thursday 12 am)
   - Baby Blue Arts (Thursday 12 pm)
   - Horizon Health’s Dine & Discover (Tuesday 12 pm & Friday 8 pm)
Veterans Programming (Tuesday 12 am, Wednesday 3 pm, Thursday 3 am, Friday 6:30 pm, and Saturday 5:30 pm)

Open Mic Night (Thursday 7 pm)

The Cellar Sessions (Thursday 9 pm)

Saturday Morning Cartoons (8 am)

Saturday Evening Classic TV Shows (7 pm)

GRTV’s Saturday Night Scary Movie (10:30 pm)

Do you have any suggestions for new and local programming? ______________________________________________________________

Would you like to have a show of your own on GRTV? ________________________________

For more information on creating your own show for broadcast on GRTV, contact GRTV Station Manager Mark Slupe at television@greatart.org or call 631-0005
Following is a summary of the projects, building reviews/structural changes, and activities reported to the City Council and the Minnesota State Preservation Office of the Minnesota Historical Society for fiscal year 2018/2019, (i.e. October 1, 2018, through September 30, 2019), of the Heritage Preservation Commission of the City of Little Falls.

Local Designation of Preservation Sites
None.

Review of Building Permits
None.

Structural Changes
1. Reviewed and approved a request from the United States Postal Service, 27 East Broadway, regarding the replacement of windows. [SHPO stated that exterior changes already made no longer hold historic significance.]
2. Reviewed and approved a request from JJJG Rentals, Jim and Jesse Grant, 62 East Broadway, for the replacement of the second story existing windows and replacement of furnace.
3. Reviewed and approved a request from Great River Arts Association, 122 Southeast First Street, to allow an “artist” mural above the awning on the front of their building.
4. Reviewed and approved a request from Tonglei Zhuang, dba Great Wall restaurant, 113 Northeast First Street, for the replacement of the roof.
5. Reviewed and approved a request from Richard Lukasavitz, owner of the building housing the West Side Café, 119 West Broadway, that authorized him to place the siding on the exterior wall, that abutted the property lost to fire at 115 West Broadway, to match the rest of the building.

Facade Easements
1. Morrison County Lumber Company building, first floor with condominium ownership (Falls Court Properties), 119 Northeast First Street, obtained in 1995;
2. Sprandel Block (The Shoppes of Little Falls), 102 Southeast First Street, obtained in 1996;
3. Tanner Block (The Shoppes of Little Falls), 106 Southeast First Street, obtained in 1996;
4. Venner’s Block (Agstar Financial Services/Woltjer Associates), 113 East Broadway, obtained in 1999;
5. Anton Chevrolet aka Mondloch’s Trading Post (Larson Abstract Co.), 70 Southeast First Avenue, obtained in 1999;
6. William Tonn Building (Good Book Store/Collection Bureau), 120 Southeast First Street, obtained in 1999;
7. Bailey Hunt Block (The Purple Carrot), 53 East Broadway, obtained in 2000;
8. Viktor Building (Babies of Broadway), 47 and 49 East Broadway, obtained in 2001;
9. Kiewel Building (Fallsnet/Riverside Realty), 58 East Broadway, obtained in 2002;
10. Marin Block (vacant), 108 Southeast First Street, obtained in 2002;
11. Rhodes-Tanner Building (Bon Jos), 111 Southeast First Street, obtained in 2003;
12. Schmidt Building (Domino’s Pizza), 107 Northeast Second Street, obtained in 2003;
13. Morrison County Lumber Company Building; second floor with condominium ownership, (Anderson Architect), 70 Northeast First Street, obtained in 2003;
14. Muske Block, (residential rental property), 68 East Broadway, obtained in 2003;  
15. Bourassa Block (Whiskey River Saloon), 66 East Broadway, obtained in 2004;  
16. Union Block, aka Merchant’s State Bank, and Cardinal-Wilcox Block, (Red Door Yoga) 62 East Broadway, obtained in 2005;  
17. Little Falls Packing Company (Employment Enterprises Inc.), 119 East Broadway, obtained in 2005;  
18. Trebby Block (Johnny C’s Sports Bar), 108 East Broadway, obtained in 2005;  
19. Elcar Car Garage and Office (Lin Furniture), 32 East Broadway, obtained in 2006;  
20. Brockhoff Building (Brand Used), 56 East Broadway, obtained in 2006;  
21. Minnesota Power and Light Building (JJG Rentals), 62 East Broadway, obtained in 2010;  
22. Greater Minnesota Insurance, 217 West Broadway, obtained in 2010.  
23. Richard Berg Property (A River Town Gallery), 115 Northwest First Street, obtained 2012;  
24. Broadway Hotel (West Side Bar Properties), 113-117 West Broadway, obtained 2014; lost due to fire on June 5, 2019, completely destroyed;  
25. Sylvester and Nichols Building (Like-Nu Gun and Pawn), 118 Northeast First Street, obtained 2014.  
26. Close Building (Great Wall), 113 Northeast First Street, obtained 2015.  
27. Ideal Steam Laundry (Tony’s First Avenue Framing), 118 Southeast First Avenue, obtained in 2017.

**Heritage Preservation Commission Membership**

Donald Opatz, Chair  
Gary Block, Vice Chair  
Wayne Liljegren, Member and representing City Council  
Linda Burggraff, Member [resigned 01/31/19]  
Pat Sharon, Member [appointed 02/01/19]  
Maxine Strege, Member [resigned 10/31/18]  
Ashley Kaisershot, Member [appointed 11/01/18]  
Linda LeMieur, Member  
Camille Warzecha, Member representing Morrison County Historical Society  
Kristina VonBerge, ex-officio representing the Convention and Visitors Bureau  
Debora Boelz, ex-officio representing Little Falls Area Chamber of Commerce, Secretary  
Susy Prosapio, ex-officio representing downtown business owners  
Wendy Zylica, City staff

**National Register Nomination**

The following properties in Little Falls are listed on the National Register of Historic Places. One new property added in 2019:

1. Little Falls Commercial Historic District, (Downtown Little Falls' National District);  
2. Charles A. Weyerhaeuser and Richard Drew Musser Homes, (locally known as Linden Hill), 608 Highland Avenue;  
4. Church of Our Savior, (Episcopal) 113 NE 4th Street;
5. Charles August Lindbergh, Sr., Home, 1615 South Lindbergh Drive;  
6. Charles A. Lindbergh State Park WPA/Rustic Style Historic Resources, 1620 South Lindbergh Drive;  
7. Carnegie Library, 108 NE 3rd Street;  
8. Morrison County Courthouse, (locally known as Morrison County Historic Courthouse), 107 SE 2nd Street;  
9. Northern Pacific Depot, (locally known as the Cass Gilbert Depot), 200 NW 1st Street;  
10. Pine Tree Lumber Company Office Building, 729 NE 1st Street;  
11. Our Lady of the Angels Academy, (locally known as Riverwood Pines Apartments), 18801 Riverwood.  
12. Weyerhaeuser, Charles A. and Richard Drew Musser, Homes (locally known as Linden Hill Historical Event Center), 608 Highland Avenue.

**Inventory Information, Designated Sites Inventory and Local Historic Sites**  
The following properties in Little Falls are locally listed as Heritage Preservation Landmarks.

1. Little Falls Commercial Historic District (Downtown Little Falls' Local Districts);  
2. Church of Our Lady of Lourdes, 208 West Broadway;  
3. Former Bethel Lutheran Church (now private residence), 321 West Broadway;  
4. United States Post Office, 27 East Broadway;  
5. Viktor, Bailey and Hunt Buildings, 47 – 48 East Broadway;  
6. Little Falls Water Purification Plant (now City Hall), 100 NE 7th Avenue;  
7. Hurle Hall, 116 SE 8th Avenue;  
8. Sacred Heart Chapel, 116 SE 8th Avenue;  
9. Crowder’s Service Station, 1000 North Lindbergh Drive;  
10. Holy Family Church, 18777 Riverwood.

**Assurances**  
The Heritage Preservation Commission held at least one monthly meeting for this reporting period. Minutes are recorded and kept at City Hall, Little Falls, Minnesota. All meetings are posted and open to the public. The assurance statement is attached for public participation and Commission records.

**Activities Accomplished in 2019**  
1. The Commission continued its membership with the National Trust for Historic Preservation and with the Preservation Alliance of Minnesota.  
2. The Commission continues to work with the City Council and Public Works Department on the update of streetlights and accessories in the downtown area.  
4. Continued with the Century Home Program to commemorate homes over 100 years old. The Commission provides the homeowner with a plaque in recognition as a historic structure. No one applied/no plaques were given.  
5. Completed the Downtown Design Guidelines and placed on the City’s website.  
6. The Commission worked with downtown businesses on opening rear entrances during the Trunk Highway 27/Broadway Avenue reconstruction.
7. The Commission updated the walking/driving tour guide with the assistance of Mary Warner.
8. The Commission began working with St. Cloud HPC on a joint application to host a combined CAMP Training program for Heritage Preservation Commissions.
9. The Commission worked with the Public Works Director/Engineer on small cell boosters within the downtown area and recommended to the City Council approval of Policy No. 33.
10. The Commission supported the Friends of Linden Hill’s application to State Historic Preservation Office for National Register status.

Activities Planned 2020
1. Request additional funding from the City Council.
2. Continue to work with the Public Works Department regarding the replacement of the historic streetlights and accessories in the downtown area.
3. Continue to promote the façade easement with no interest loan, grant program in the historic area.
4. Research funding and develop guidelines for a residential loan program for homes built prior to 1935.
5. Continue to advise the City Council on appropriate historic matters in the National and Local Historic Districts, as well as Heritage Preservation Landmarks and Conservation Districts.
6. Continue to advise the City Council on appropriate nominations to the National Register and Local Heritage Preservation Landmarks.
7. Continue with the Century Home Program to commemorate homes over 100 years old. The Commission provides the homeowner with a plaque in recognition as a historic structure.
9. Continue to attend and participate in the annual Certified Local Government Workshop.

Concluding Summary
This is the 28th year of the Heritage Preservation Commission and they continue to be involved in major rehabilitation projects in the National and Local Historic Districts, as well as Historic Preservation Landmarks and other projects. This involvement includes promoting and safeguarding our history, educating our residents on our rich history, administrating a low interest loan and grant fund and obtaining façade easements to enhance and protect the historical integrity of the Central Business District.

Finally, the City Council has supported the efforts of the Heritage Preservation Commission. By and large, the Commission’s efforts have been rewarded and supported by those who have come before the City Council with requests. The Heritage Preservation Commission goals are to generate an interest in our historical assets and to promote a public policy of enhancing the development of this resource in our community.
ATTACHMENT A

Annual Heritage Preservation Commission Report
City of Little Falls
Assurances, Fiscal Year 2019

1. I hereby certify that the Heritage Preservation Commission of the City of Little Falls has adhered to the public information provisions as stipulated under Section D of the "Procedures for Applying for and Maintaining Certified Local Government Status" issued by the Minnesota State Historic Preservation Office.

2. I hereby certify that the Heritage Preservation Commission of the City of Little Falls has adhered to the "Procedures for the Proper Disposal of Government Records" pursuant to Minnesota Statutes 138.17.

Dated this 21st day of October, 2019.

________________________________________
Brad Hircock, Council President
ATTACHMENT A

Annual Heritage Preservation Commission Report
City of Little Falls
Assurances, Fiscal Year 2019

1. I hereby certify that the Heritage Preservation Commission of the City of Little Falls has adhered to the public information provisions as stipulated under Section D of the “Procedures for Applying for and Maintaining Certified Local Government Status” issued by the Minnesota State Historic Preservation Office.

2. I hereby certify that the Heritage Preservation Commission of the City of Little Falls has adhered to the “Procedures for the Proper Disposal of Government Records” pursuant to Minnesota Statutes 138.17.

Dated this 21st day of October, 2019.

______________________________
Brad Hircock, Council President
1. Call to Order:
Chairperson Don Opatz called the meeting to order at 12:00 p.m.

Members present: Gary Block, Linda Burggraff, Linda LeMieur, Don Opatz, Maxine Strege and Camille Warzecha

Members absent: Wayne Liljegren
Ex-officios present: Deb Boelz & Kristina VonBerge  Ex Officio absent: Susy Prosapio
City staff present: Greg Kimman
Guest(s): none

2. Approval of the Minutes:
The minutes of September 10, 2018 Heritage Preservation Commission meeting were reviewed.  Motion was made by Maxine Strege to approve the minutes as presented.  Camille Warzecha seconded the motion.  The motion was approved.


4. Old Business:
A. Historic Walking /Driving Tour Guide: Staff requested an electronic copy of the document from Bell Publishing on September 28, 2018. Once obtained, Mary Warner will be able to determine what her fee would be to revise the content.  The City of Little Falls will hold the copy write to this publication.

B. Downtown Design Guidelines: Tom Zahn, Thomas R. Zahn & Associates has revised the Downtown Design Guidelines, which are posted on the City’s website.  The HPC will review the revisions and order a limited number of hard copies at the next meeting.

C. Winona Certified Local Government Conference: Maxine Strege.  The State Historic Preservation Office Certified Local Government Conference was held in Winona on September 12 - 14, 2018.  Maxine Strege represented Little Falls at the conference, as required by the CLG certification.  A written summary of the conference was reviewed with the Commission.

Items for future discussion include Main Street programs that can leverage TIF options, assessment of existing historic structure in the downtown and creation of policy to proactively address preservation issues and downtown design including color scheme.

Maxine was thanked for representing the community again this year.  The 2019 conference will be hosted by the City of St. Cloud September 11 – 13.

5. New Business:
A. Temporary Sign Permit request by Habitat for Humanity: Don Opatz: A last minute request was made by HFH board member Laurie Whitlow to place a banner sign on Contegrity Group’s building on Bank Square advertising their fundraiser occurring on Friday, September 28 at the Falls Ballroom.  As the Commission does not hold electronic votes and is required to have a 3 day public meeting notice, the request to consider the permit could not be honored.  Several Commission members received phone calls at home from Ms. Whitlow asking for an exemption to the ordinance.  As the event was already held, no action was taken.

6. Other Concerns from Commission: it was noted that the Rental Center on West Broadway has a banner sign extended on a crane that was staged to hang over the street last week, which is not allowed.

Next Meeting Date:  Monday, November 5, 2018 at 12:00 p.m. at City Hall.

Adjournment: Motion was made by Linda Burggraff, seconded by Camille Warzecha to adjourn the meeting at 1:16 p.m.  The motion carried.

Recorded by:  Debora K Boelz, Secretary
1. Call to Order:
Chairperson Don Opatz called the meeting to order at 12:00 p.m.

Members present: Gary Block, Linda Burggraff, Linda LeMieur, Wayne Liljegren and Don Opatz

Members absent: Maxine Strege and Camille Warzecha

Ex-officio present: Deb Boelz

Ex Officio absent: Susy Prosapio & Kristina VonBerge

City staff present: Wendy Zylka

Guest(s): Ryan Maciej and Ashley Kaisershot

2. Approval of the Minutes:
The minutes of October 1, 2018 Heritage Preservation Commission meeting were reviewed. Motion was made by Linda Burggraff to approve the minutes as presented. Linda LeMieur seconded the motion. The motion was approved.


4. Old Business:
   A. Downtown Design Guidelines: Wendy Zylka: Twenty five copies of the document will be produced to distribute to the HPC members and the balance to be available for the public.

   A. Historic Walking /Driving Tour Guide: Staff had requested an electronic copy of the document from Bell Publishing on September 28, 2018. As this has not been received, Linda LeMieur made a motion to approach Mary Warner to inquire about her interest in starting the document over from scratch and the costs associated with the project. Gary Block seconded the motion. The motion was approved.

5. New Business:
   A. Commission Resignation: Due to a family illness, Maxine Strege has tended her resignation to the Mayor effect immediately. Chair Opatz requested staff draft a letter of thanks to Maxine. The Mayor is proposing to appoint Ashley Kaisershot to fill the term that expires in 2020. Ashley is a Planning & Zoning Specialist for Sourcewell and resides in Little Falls with her family.

6. Other Concerns from Commission:
   ` The Rental Center on West Broadway has received a letter from Ben Oleson regarding the banner sign extended on a crane that was staged to hang over the street as a reminder that this is not allowed.

   ~ The inspection of the former Snow’s Bar on East Broadway has not been completed to date.

Next Meeting Date: Monday, December 3, 2018 at 12:00 p.m. at City Hall.

Adjournment: Motion was made by Wayne Liljegren, seconded by Linda LeMieur to adjourn the meeting at 12:14 p.m. The motion carried.

Recorded by: Debora K Boelz, Secretary
1. Call to Order:
Chairperson Don Opatz called the meeting to order at 12:00 p.m.

Members present: Gary Block, Ashley Kaisershot, Linda LeMieur, Wayne Liljegren, Don Opatz and Camille Warzecha

Members absent: Linda Burggraf

Ex-officio present: Deb Boelz & Susy Prosapio

Ex-Officio absent: Kristina VonBerge

City staff present: Greg Kimman, Ben Oleson & Wendy Zylka

Guest(s): Ryan Maciej

2. Approval of the Minutes:
The minutes of November 5, 2018 Heritage Preservation Commission meeting were reviewed. A motion was made by Gary Block to approve the minutes as presented. Camille Warzecha seconded the motion. The motion was approved.

NOTE: due to lack of business, no meeting was held in December 2018


4. Old Business:
A. Downtown Design Guidelines: Wendy Zylka: copies of the document were distributed to the HPC members.

B. Historic Walking /Driving Tour Guide: Wendy Zylka: Mary Warner provided a quote of $960 to edit, fact-check and update the Historic Downtown Walking/Driving Tour Guide including updating photos of Site 10 (Rhodes-Wetzel Building) and Site 26 (Signor Building); adjust layout in Adobe InDesign and create new text files for each site in separate files and provide layout in a PDF file that will allow access to the document without needing InDesign software. Gary Block made a motion to accept the quote of $960. Linda LeMieur seconded the motion. The motion was approved. Staff was requested to obtain quotes for printing 5,000 and 10,000 copies of the guide.

C. A-frame (sandwich) Signage at Back Entrances: Greg Kimman: for clarification purposes from the September HPC meeting discussion on backdoor entrance signs during the Highway 27 construction project, if the sign is permanent, there is 50’ square feet of bonus signage allowed with current code and are required to list the City of Little Falls as “also insured”. Banners are approved by the Heritage Preservation Commission. Camille Warzecha made a motion to clarifying that all 2’ x 4’ A-Frame signs on public or private property are approved by City staff. Wayne Liljegren seconded the motion. The motion was approved.

D. Minnesota Main Street: Don Opatz in the absence of Kristine Von Berge: as a follow-up from the October HPC meeting, Minnesota Main Street is a program of the Preservation Alliance of Minnesota that helps towns and small cities maximize their people and built assets for economic vitality.

Discussion about the Little Falls Redevelopment Program that is comprised of the Heritage Preservation Commission, Economic Development Authority, the Housing and Redevelopment Authority and Community Development of Morrison County. These organizations have developed a single application form that is reviewed for the best-fit funding partner(s).

Chair Opatz noted that the mission of Minnesota Main Street falls outside of the mission of the Heritage Preservation Commission. At the annual preservation conference held in September 2014, preservation commissions were reminded to stay true to their missions.
Following this recommendation, Ashley Kaisershot made a motion that the Heritage Preservation Commission be supportive of the Minnesota Main Street program, but not be the fiscal agent or sponsoring organization. Linda LeMieur seconded the motion. The motion was approved.

5. New Business:
A. 2019 Budget: Don Opatz: the City Council approved $15,000 for FY 2019 for the Heritage Preservation Commission, subject to Certified Local Government aid funding.

6. Other Concerns from Commission:
None

Next Meeting Date: Monday, February 4, 2019 at 12:00 p.m. at City Hall.

Adjournment: A motion was made by Linda LeMieur to adjourn the meeting at 12:45 p.m. Wayne Liljegren seconded the motion. The motion carried.

Recorded by: Debora K Boelz, Secretary
1. Call to Order:
Chairperson Don Opatz called the meeting to order at 12:00 p.m.

Members present: Gary Block, Ashley Kaisershot, Linda LeMieur, Wayne Liljegren, Don Opatz and Camille Warzecha

Members absent: none

Ex-officio present: Deb Boelz
Ex Officio absent: Susy Prosapio & Kristina VonBerge
City staff present: Greg Kimman & Wendy Zylka

Guest(s): Ryan Maciej

2. Approval of the Minutes:
The minutes of January 7, 2019 Heritage Preservation Commission meeting were reviewed. A motion was made by Camille Warzecha to approve the minutes as presented. Wayne Liljegren seconded the motion. The motion was approved.


Election of Officers for the 2019 term year: Chairperson Opatz turned the meeting over to Vice Chair Gary Block. Camille Warzecha made a motion to retain the same officers as in 2018: Don Opatz, Chair; Gary Block, Vice Chair and Debora Boelz, Secretary. Wayne Liljegren seconded the motion. All 3 candidates were willing to serve another year. The motion was approved on a unanimous ballot.

4. Old Business:
A. Historic Walking /Driving Tour Guide: Wendy Zylka: Staff was requested to obtain quotes for printing 5,000 and 10,000 copies of the guide. Spectrum Marketing Services quoted $3,858.30 for 5,000 copies and $6,059.80 for 10,000 copies. As the brochure will be saved in a user-friendly program, the discussion was to not print as many in this initial print run. The Waller House Inn had requested to be included in the publication. This property is not on any historic register. It is anticipated that Mary Warner will have the revised copy completed by late March. Linda LeMieur made a motion to accept the quote of 5,000 copies at $3,828.30. Gary Block seconded the motion. The motion was approved.

5. New Business:
A. Commission Appointment: Don Opatz: the Mayor has appointed Pat Sharon to the seat that was previously held by Linda Burggraff who resigned due to her retirement. Along with Sharon, Gary Block and Linda LeMieur were reappointed for term years ending in 2022.

B. US Post Office, 27 East Broadway: Greg Kimman: Adkins Associates, Inc., on behalf of the Little Falls Post Office, is requesting permission to replace the single-pane windows (circa 1907) with white aluminum, energy efficient windows and perform the needed tuck pointing to maintain the structure. Adkins Associates have successfully completed work on various historic building in Minnesota. Plans have been submitted to the State Historic Preservation Office (SHPO) for review. As of this date, review results have not been received. Wayne Liljegren made a motion, pending SHPO review, to approve the plans as presented with white-framed replacement windows and tuck pointing. Linda LeMieur seconded the motion. The motion was approved.

C. 2018 Certified Local Government Report: Wendy Zylka: The draft copy of the report was provided to the Commission for review last week. With the correction of the date parameters, Linda LeMieur made a motion to approve the report. Ashley Kaisershot seconded the motion. The motion was approved. The report will be forwarded to the City Council for approval. The annual report is filed with the State Historic Preservation Office and the Department of the Interior.
D. Certified Local Government Grants: Don Opatz: at this time the Commission is not actively seeking grant funding. Once the Highway 27/Broadway Avenue road project is completed, the Commission will discuss possible grant submission(s) for the next funding cycle.

6. Other Concerns from Commission:
~ Unpermitted A-Frame signs continue to be found in the historic district. Ben Oleson is in contact with the parties.

Next Meeting Date: Monday, March 4, 2019 at 12:00 p.m. at City Hall.

Adjournment: A motion was made by Wayne Liljegren to adjourn the meeting at 12:20 p.m. Linda LeMieur seconded the motion. The motion was approved.

Recorded by: Debora K Boelz, Secretary
City of Little Falls
Heritage Preservation Commission
Meeting Minutes of March 4, 2019

1. Call to Order:
Chairperson Don Opatz called the meeting to order at 12:00 p.m.

Members present: Gary Block, Ashley Kaisershot, Linda LeMieur, Wayne Liljegren, Don Opatz and Camille Warzecha

Members absent: Pat Sharon

Ex-officios present: Deb Boelz & Kris VonBerge
Ex Officio absent: Susy Prosapio
City staff present: Lori Kasella, Greg Kimman and Wendy Zylka

Guest(s): Ryan Maciej and JJJG Rental owners Jim and Jesse Grant

2. Approval of the Minutes:
The minutes of February 4, 2019 Heritage Preservation Commission meeting were reviewed. A motion was made by Camille Warzecha to approve the minutes as presented. Wayne Liljegren seconded the motion. The motion was approved.


4. Old Business:

A. US Post Office, 27 East Broadway: Greg Kimman: Adkins Associates, Inc., on behalf of the Little Falls Post Office, requested permission to replace the single-pane windows (circa 1907) with white aluminum, energy efficient windows and perform the needed tuck pointing to maintain the structure. Plans were submitted to the State Historic Preservation Office (SHPO) for review. SHPO’s response was with the exterior changes already made to the structure it no longer holds historic significance. The motion from the February 4, 2019 meeting approving the changes pending SHPO review will move forward.

B. Historic Downtown Walking /Driving Tour Guide: Wendy Zylka: Mary Warner provided the revised copy for the Historic Downtown Walking/Driving Tour Guide for the Commission to review. The draft was provided to the Commission for review prior to this meeting. Changes were noted and will be provided to Mary for a 2nd draft. Upon receipt of the 2nd draft, an electronic copy will be provided to the Commission for final approval. Wayne Liljegren made a motion that upon review of the 2nd draft, Commission member respond to Wendy (and only Wendy) with an electronic vote to accept the or reject the final draft. Linda LeMieur seconded the motion. The motion was approved. The electronic approval is being utilized to facilitate the timely completion of the project.

5. New Business:

A. 62 East Broadway, JJJG Rentals, Jim and Jesse Grant: JJJG Rentals is upgrading the second story of the building at 62 East Broadway with new furnaces and egress windows. The utility work is being supported by funding through the HRA. HPC funds are being sought to replace the 4 existing windows with bronze-framed egress windows with center columns. It was discovered that when the windows were replaced in the past, the windows size was reduced and the upper area filled in with brick that compliments the exterior brink. Camilla Warzecha made a motion to approve up to $15,200 for the replacement of the windows with bronze-framed, center column egress windows, retaining the brick fill work above the windows. Linda LeMieur seconded the motion. The loan breakdown would be:

10% equity = $1,520
30% grant if building ownership is retained for 10 years = $4,560
60% loan = $9,120

The motion was approved.
B. Camp Training Programs for Heritage Preservation Commissions: Don Opatz shared correspondence regarding grant funding through the National Alliance of Preservation Commissions. This funding is flow through dollars from Legacy funds. The St. Cloud, Minnesota Heritage Preservation Commission, through their secretary Ann Marie Johnson, suggested Little Falls submit an application for $7,000 that would be used for a training session that we would collaborate on. This would make the City of Little Falls the fiscal agent on the grant. Grant applications are due March 8, 2019. Due to too many unknowns, the fact that the State Historic Preservation Conference will be held in St. Cloud in September and the lack of planning time, a grant application will not be submitted at this time. The Commission requested staff communicate this back to Ann Marie.

6. Other Concerns from Commission: none

Next Meeting Date: Monday, April 1, 2019 at 12:00 p.m. at City Hall.

Adjournment: A motion was made by Wayne Liljegren to adjourn the meeting at 12:53 p.m. Linda LeMieur seconded the motion. The motion was approved.

Recorded by: Debora K Boelz, Secretary
NOTE: In accordance with Minnesota Statute 13D.021, a meeting governed by Minnesota Statute 13D, Open Meeting Law, representatives may participate in meetings by telephone under certain conditions: meeting is open to the public; all members can hear each other; all votes conducted are by roll call; and notice is posted that some members are participating by telephone.

1. Call to Order:
Chairperson Don Opatz called the meeting to order at 12:04 p.m.

Roll Call: members present: Gary Block, Linda LeMieur, Wayne Liljegren, Don Opatz, Pat Sharon (via telephone) and Camille Warzecha

Members absent: Ashley Kaisershot

Ex-officio present: Deb Boelz & Kris VonBerge

Ex Officio absent: Susy Prosapio

City staff present: Wendy Zylka

Guest(s): Richard Maciej

2. Approval of the Minutes:
The minutes of March 4, 2019 Heritage Preservation Commission meeting were reviewed. A motion was made by Camille Warzecha to approve the minutes as presented. Wayne Liljegren seconded the motion. On a roll call vote, all members present voted to approve the motion.


4. Old Business:
A. Century Homes Designations for 2019: Wendy Zylka reported the information on applying for a Century Homes designation was included in the March utility bills and ran as a display ad in the Morrison County Record on March 23rd. Applications are due April 15th.

B. Historic Downtown Walking/Driving Tour Guide: Wendy Zylka: revisions to the Downtown Walking/Driving Tour Guide have been suspended by Mary Warner pending a request to add an additional property to the publication. Cost estimates to add the property were in excess of $1,080. Gary Block made a motion to deny the request to add the property at this time, and for the Commission to develop criteria for adding buildings going forward. Camilla Warzecha seconded the motion. On a roll call vote, all members present voted to approve the motion.

C. Camp Training Programs for Heritage Preservation Commissions: Wendy Zylka informed the Commission that the St. Cloud, Minnesota Heritage Preservation Commission’s secretary Ann Marie Johnson would be available to meet with us regarding the Camp Training program on Friday, May 10th at noon at City Hall. The scheduled May 6th meeting will not be held.

D. Revised City Policy No. 33: Wendy Zylka: At the August 7, 2017 Heritage Preservation Commission meeting, Greg Kimman shared information regarding the request from Verizon Wireless to install 6 wireless stations in the historic downtown to increase their system’s capability to handle the demand. Options presented included 24” by 24” panels similar to what is near Little Falls Community Schools. The Commission felt this would be unsightly in the downtown. Greg had researched other options including NESPA Solutions from Chicago what replicates existing light poles with all cables and wires secured inside, not placing equipment on Broadway or 1st Street, and exploring the use of alleyways to eliminate any sightlines. Verizon would incur the cost of the project and by legislative action each tower would come with an annual stipend to the City of $150 per location.
At that time, the Commission understood the options available and declined the additional bandwidth in the historic downtown and that precedence that was being set when other wireless service providers having the same request in the future. For the sake of our resident, the business community and visitors, the Commission felt the City should continue with the project.

To set standards going forward, revisions are proposed to the City Policy No. 33: Heritage Preservation Commission’s Guidelines for Rehabilitation and Construction. A copy of the proposed revisions was provided that specifically addresses Small Wireless Facility Design. The proposed revisions follow the State and Federal Guidelines for Small Wireless Cell Towers. Wayne Liljegren made a motion to approve the draft revisions and recommend the City Council approve the revised policy. On a roll call vote, all members present voted to approve the motion.

5. New Business:
A. Application for Linden Hill to be added to the National Register of Historic Places: Pat Sharon shared with the Commission the process that the Friends of Linden Hill have taken to obtain National Register of Historic Places status for Linden Hill including hiring a consultant, Greg Gaut, to perform independent research on the property. The 69 page report was shared with the Commission.

In correspondence from Amy Spong, Deputy State Historic Preservation Officer with the Minnesota State Historic Preservation Office (SHPO), the Commission has the opportunity to provide an opinion on whether the property meets both the historical and architectural criteria. Our Commission does not meet the standards to provide an opinion as we do not have Commissioners who meet the Federal Standards for History, Historic Architecture or Architectural History.

The National Register designation is being sought to increase options for grant funding to repair and preserve the property as well as change the period of significance for the property from the building years of 1898 – 1919 to 1890 –1958.

6. Other Concerns from Commission: none

Next Meeting Date: Friday, May 10, 2019 at 12:00 p.m. at City Hall to meet with the St. Cloud Heritage Preservation Commission and review Century Home applications.

Adjournment: A motion was made by Wayne Liljegren to adjourn the meeting at 12:28 p.m. Linda LeMieur seconded the motion. On a roll call vote, all members present voted to approve the motion.

Recorded by: Debora K Boelz, Secretary
1. Call to Order:
Chairperson Don Opatz called the meeting to order at 12:00 p.m.
Members present: Linda LeMieur, Don Opatz, Pat Sharon and Camille Warzecha
Members absent: Gary Block, Ashley Kaisershot and Wayne Liljegren
Ex-officios present: Deb Boelz & Kris VonBerge    Ex Officio absent: Susy Prosapio
City staff present: Wendy Zylka
Guest(s): Ryan Maciej and Ann Marie Johnson, St. Cloud Heritage Preservation Commission

2. Approval of the Minutes:
The minutes of April 1, 2019 Heritage Preservation Commission meeting were reviewed. A motion was made by Camille Warzecha to approve the minutes as presented. Linda LeMieur seconded the motion. The motion was approved.

3. Financial Report: $54,782.00

4. Old Business:
A. Century Homes Designations for 2019: Wendy Zylka reported that no applications for designating additional century homes were received.
B. Historic Downtown Walking/Driving Tour Guide: Wendy Zylka: the publication is at Spectrum Marketing Services for printing.
C. Commission Assistance & Mentoring Program (CAMP) for Heritage Preservation Commissions: Ann Marie Johnson, representing the St. Cloud Heritage Preservation Commission, shared information on the CAMP training which is a program of the National Alliance of Preservation Commissions. In an effort to make training cost-effective and to draw from a larger service territory, the Commission discussed a collaborative training session for later in 2019. Topics could include creating defendable policies and procedures, legal basics, incentives and benefits of preservation and understanding design concepts.

Linda LeMieur made a motion requesting the City Council authorize an Arts and Cultural Heritage grant application in collaboration with the St. Cloud Heritage Preservation Commission to sponsor CAMP training and serve as the fiscal agent for the grant. Estimated cost is $7,000 with no matching funds required. Pat Sharon seconded the motion. The motion was approved. Ann Marie Johnson will take the lead on writing the grant.

5. New Business: none

6. Other Concerns from Commission: none

Next Meeting Date: Monday, June 3, 2019 at 12:00 p.m. at City Hall
Adjournment: A motion was made by Linda LeMieur to adjourn the meeting at 12:53 p.m. Pat Sharon seconded the motion. The motion was approved.

Recorded by: Debora K Boelz, Secretary
City of Little Falls
Heritage Preservation Commission
Meeting Minutes of June 3, 2019

1. Call to Order:
   Chairperson Don Opatz called the meeting to order at 12:00 p.m.
   Members present: Gary Block, Ashley Kaisershot, Wayne Liljegren, Linda LeMieur, Don Opatz, Pat Sharon and Camille Warzecha.
   Members absent: none.
   Ex-officio members present: Susy Prosapio and Kris VonBerge   Ex Officio absent: Deb Boelz
   City staff present: Wendy Zylka.

2. Approval of the Minutes:
   The minutes of May 10, 2019 Heritage Preservation Commission meeting were reviewed. Motion was made by Camille Warzecha, seconded by Linda LeMieur to approve the minutes as presented. The motion was approved.


4. Old Business:
   A. Commission Assistance & Mentoring Program (CAMP): Wendy Zylka reported that she is waiting to hear back from Ann Marie regarding the grant application. Linda LeMieur reported that the Friends of Linden Hill Board of Directors approved the use of Linden Hill for the conference and further waived all fees.
   B. Historic Downtown Walking /Driving Tour Guide: Wendy Zylka: the publication is at Spectrum Marketing Services for printing. Camille Warzecha brought up possible changes and combine with other local information. This idea will be discussed in the future.


6. Other Concerns from Commission: Gary Block brought up the off sight temporary signage being placed within the downtown area and around the reconstruction of Trunk Highway 27. Wendy Zylka will check with the Public Works Director/Engineer on the signage.

Next Meeting Date: Monday, July 1, 2019 at 12:00 p.m. at City Hall

Adjournment: Motion was made by Wayne Liljegren, seconded by Pat Sharon to adjourn the meeting at 12:19 p.m. The motion was approved.

Recorded by: Wendy Zylka for Debora K Boelz, Secretary
1. **Call to Order:**
Chairperson Don Opatz called the meeting to order at 12:00 p.m.

Members present: Gary Block, Ashley Kaisershot, Wayne Liljegren, Linda LeMieur, Don Opatz, Pat Sharon and Camille Warzecha.

Members absent: none.


City staff present: Wendy Zylka.

2. **Approval of the Minutes:**
The minutes of June 3, 2019, Heritage Preservation Commission meeting were reviewed. Motion was made by Camille Warzecha, seconded by Pat Sharon to approve the minutes as presented. The motion was approved.


4. **Old Business:** none.

5. **New Business:**
   a. **West Side Bar, Façade Easement Loan/Grant:** The Commission received a request from Jeff Tschida and Deb Boelz to write off the loan/grant or to allow the suspension of loan/grant payments and no interest until the insurance from the fire of their building of June 5, 2019, is received. The Commission discussed if this type of request has been received in the past. The balances as of July 1, 2019, loan at $16,175.60, grant $9,861.60. The Commission continued to discuss the request and although they felt horrible about the complete loss of the building, they are responsible for the public's funds. Motion was made by Wayne Liljegren, seconded by Linda LeMieur to recommend to the City Council that Never Too Late, dba West Side Bar, be allowed to suspend payments of their loan/grant from 12 months or sooner when their insurance settlement dollars become available, and should the insurance not be paid to them within that time frame, authorize them to request an extension. Motion approved unanimously.

   b. **Walking Tour Guide:** Wendy Zylka reported that the Walking Tour Guides have been delivered.

   c. **Great River Arts Mural/Sign Request:** Chairperson Opatz added to the agenda a request from Great River Arts. Michelle Kiley, interim director of Great River Arts, reviewed a sign/mural request on the front of their building above the awning. Following discussions, motion was made by Camille Warzecha, seconded by Gary Block to approved the sign/mural request of Great River Arts to allow the request to the front of their building as presented and instructed Ms. Kiley to work with the City Zoning Administrator of the required permit. Motion approved unanimously.

6. **Other Concerns from Commission:** Camille Warzecha provided her concerns about the lack of signage to direct traffic to the West Side business areas. Wendy Zylka directed Camille to the Engineering Department.

**Next Meeting Date:** Monday, August 5, 2019, at 12:00 p.m. at City Hall

**Adjournment:** Motion was made by Ashley Kaisershot, seconded by Wayne Liljegren to adjourn the meeting at 12:39 p.m. The motion was approved.

Recorded by: Wendy Zylka for Debora K Boelz, Secretary
1. Call to Order:
Chairperson Don Opatz called the meeting to order at 12:00 p.m.

Members present:  Gary Block, Ashley Kaisershot, Linda LeMieur, Don Opatz, Pat Sharon and Camille Warzecha.

Members absent:  Wayne Liljegren

Ex-officio members present:  Deb Boelz and Kris VonBerge

Ex-Officio absent:  Susy Prosapio

City staff present:  Wendy Zylka.

2. Approval of the Minutes:
The minutes of July 1, 2019, Heritage Preservation Commission meeting were reviewed.  Motion was made by Camille Warzecha to approve the minutes as presented.  Pat Sharon seconded the motion.  The motion was approved.


4. Old Business:
A. Historic Downtown Walking /Driving Tour Guide:  copies of the revised publication were provided

5. New Business:
A. 2020 Budget Request:  Don Opatz led the discussion on requesting funds for the HPC in the 2020 City budget.  Suggested uses for funds included additional informational kiosks for anticipated increase in bicycle traffic through the area with the completion of the Camp Ripley Veterans State Trail in town as well as increase in tourism with the completion of the highway 27 road project.  Also discussed was the need for an infusion of funds for the revolving loan fund as businesses have put plans on hold pending the completion of the road work  Camilla Warzecha made a motion to request $15,000 in the 2020 budget.  Linda LeMieur seconded the motion.  The motion was approved.

B. Certified Local Government Conference:  The State Historic Preservation Office Certified Local Government Conference will be in St. Cloud on September 11 through 13, 2019.  Attending from Little Falls will be Don Opatz, Pat Sharon and Camilla Warzecha with Gary Block checking his calendar.  A request was made for staff to apply for scholarship funding through SHPO for conference fees.

Next Meeting Date:  Monday, September 9, 2019, at 12:00 p.m. at City Hall.  This later date is due to the Labor Day holiday.

Adjournment:  Motion was made by Ashley Kaisershot to adjourn the meeting at 12:32 p.m.  Linda LeMieur seconded the motion.  The motion was approved.

Recorded by:  Debora K Boelz, Secretary
City of Little Falls
Heritage Preservation Commission
Meeting Minutes of September 9, 2019

1. Call to Order:
Chairperson Don Opatz called the meeting to order at 12:00 p.m.
Members present: Gary Block, Wayne Liljegren, Linda LeMieur, Don Opatz, Pat Sharon and Camille Warzecha.
Members absent: Ashley Kaisershot
Ex-officio members present: Deb Boelz, Susy Prosapio and Kris VonBerge
Ex-Officio absent: none
City staff present: Wendy Zylka
Guests: Ryan Maciej; Tonglei Zhuang and Jim Balaski from the Great Wall

2. Approval of the Minutes:
The minutes of August 5, 2019 Heritage Preservation Commission meeting were reviewed. Motion was made by Linda LeMieur to approve the minutes as presented. Camille Warzecha seconded the motion. The motion was approved.


4. Old Business:
A. Certified Local Government Conference: The State Historic Preservation Office Certified Local Government Conference will be in St. Cloud on September 11-13, 2019. Attending from Little Falls will be Pat Sharon and Camilla Warzecha. The scholarship grant through SHPO for conference fees was awarded for $400 per attendee. A written report is required from each attendee.
B. Commission Assistance & Mentoring Program (CAMP) for Heritage Preservation Commissions: Options for a Saturday programming date in November for the CAMP training was unsuccessful. This National Alliance of Preservation Commission’s training will be held collaboratively with and in St. Cloud with possible topics of creating defendable policies and procedures, legal basics, incentives and benefits of preservation and understanding design concepts. Dates in May will be explored.
C. Strategic Message Boards: Ashley Kaisershot has agreed to take leadership in placing additional message boards in the community. Kris VonBerge and Camilla Warzecha will be part of this project that will develop a multi-year plan with input from the Park, Recreation & Tree Board.

5. New Business:
A. 113 1st Street NE – Great Wall – Tonglei Zhuang  Mr. Zhuang has obtained bids to replace the roof on his restaurant with the low bid of $51,915 from Herzog Roofing. Camilla Warzecha made a motion to fund the project for $35,000. Pat Sharon seconded the motion. The 60% loan will be $21,000; 30% grant is $10,500 and the 10% owner equity needs to be $3,500. The motion was approved. The Economic Development Authority will be contacted about gap funding for the balance.
B. 119 West Broadway – West Side Café – Richard Lukasavitz  With the demolition of the adjoining building, Mr. Lukasavitz now has an exposed cinder block exterior wall. He is requesting no funding. The request is for a permit to strip the wall with 2 x 4’s, insulate and finish with metal siding that will match the existing exterior. Gary Block made a motion to approve the project permit. Linda LeMieur seconded the motion. The motion was approved.

Next Meeting Date: Monday, October 7, 2019, at 12:00 p.m. at City Hall.

Adjournment: Motion was made by Wayne Liljegren to adjourn the meeting at 12:37 p.m. Linda LeMieur seconded the motion. The motion was approved.

Recorded by: Debora K Boelz, Secretary
Thursday September 12, 2019
Welcome and Introductory Remarks

Speakers (Good resources in politics) aware of the work of HPC

Dan Wolgamott district 14B House rep on Investment and Bonding
Jerry Ralph district 14 Senate committee on Capital Investment

Keynote address by Donovan Rypkema of “PlaceEconomics” Washington DC
Made a well researched case for the increasing real estate value of communities with HPC districts and the investment of Federal and State Tax credit programs versus states that have not taken advantage of the investment opportunity. 35 states including Minnesota use State historic tax credits in addition to the Federal tax credits for historic preservation.

1st session attended “Using Interactive Spatial Technology To Tell Your Story”
Presented by Hannah Hutchins, Olmstead County
Shana Crosson, University of Minnesota

Main focus “Location Based Story Maps” a great interactive way to tell your communities story/history.
Create overlay maps that allow the public to see communities change over time using existing sources
Land office maps
Plat Maps
Sanborn Fire Insurance Maps
USGS Historical Topographic Map
Historic Demographic data and City or County specific data

Before you begin clearly define your audience, what are your objectives, what is the interests of that audience
Create an Outline and Script, address all of your audience including visual using alt text and hearing impaired using captions with videos be aware of the best color schemes for maps which recognize color blindness is a common trait. Get clear permissions for the material used.
You can learn to do this using online tools some requiring subscription others open source (free)

Subscription: esri account  Non-Profit subscription around $200.00 a year allows you to learn

Open source

Nightlab with story telling tools https://projects.knightlab.com › projects › storymapjs

Google Tour Builder https://tourbuilder.withgoogle.com

Color Brewer colorbrewer2.org

Century Homes and Historic Building walking/driving guides could be plotted on interactive maps to be used on computer or phones. Just click on number on map and pull up photo, video, or text story.
Benefits of a State Historic Tax Credit Program

Applies to income producing property. Leveraging private investment in Historic Districts, increases property values which in turn increases property taxes. When combined with the state tax credit program makes projects attractive to private developers.
Federal tax credit 20%
State tax credit 20%

Reuse over new build: Building reuse and restore is more cost effective over tear down and new build. You can't build new and rent cheap.
Heritage tourism brings dollars to the community that is spent for food, lodging, gifts, gas etc with less than 7% actually spent at the Heritage site.

Call to Action
The Federal Tax Credit sunsets June 30, 2021 and at present Minnesota is looking at extending the tax credit payback over a five year period which is very unattractive to a developer.
All projects must be completed by the sunset date to receive payout of tax credits on Federal level. Almost impossible to begin project now and be done at sunset date.

Friday September 13

The Show Must Go On “Historic Theaters As A Catalyst For Downtown Revival”
Using Federal and State tax credit

Ely, Minnesota State Theater built and designed in 1936 by Liebenberg and Kaplan in the Streamline Moderne Style closed during the winter of 2007/2008

Ally A. Reality, Tanner Ott and his family bought the building and one next door
The family has been buying and rehabbing buildings in Ely 15 with eight being rehabbed so far.
Planned as a three phase project the building was put on the National Register right away. They found the blueprints for the building in the Liebenberg and Kaplan collection at the University of Minnesota Northwest Architectural Archives. (I found our Falls Theater built in 1933-1934 was designed and built by the same men and there is a “Pencil on Paper” available for use by appointment in the Manuscripts Division reading room.)

The project a 3 phase with the end plan being a 2 screen theater with a cafe on the side took five years to this point and opening soon using Federal, State tax credits, loans, energy efficiency grants, private Donors... $1.8 million

Duluth Playhouse/Norshor Theater Original bid $20 million ended up being a $39 million project
Developers can sell to a non-profit after 7 years for a dollar
Took advantage of Historic Tax Credits, New Market tax credit, State Bonding 2014 (Cash), Legacy Grant, Fundraising, City Tiff, Bridge Loans
600 plus seating has already spurred investment in buildings around site in downtown
Creative Reuse of Schools and Other Public Buildings

Cowles Center For Dance and Performing Arts
Required the moving of a theater 2 blocks 5.8 million pounds combined buildings created a three building complex created a centrally located, affordable and specifically designed for dance with two theaters (500 and 200), 10 dance studios, and administrative space for 20 nonprofit groups. Partnered with the County and the City of Minneapolis.

Brainerd's Franklin Junior High School to Franklin Arts Center
Arts center a mixed use facility with 25 live/work apartments for artists and their families (37,775 square feet of artists studios and space for arts organizations and creative business and 36,247 Square feet which includes two gymnasiums and an auditorium operated as community space by the school district)

$8.4 million
Financing: Brainerd Lakes Development Corporation, Brainerd Public Schools, City of Brainerd, Crow Wing County, Greater Minnesota Housing Fund, Minnesota Department of Employment & Economic Development, National Equity Fund, National Park Service/Minnesota State Historic Preservation Office, U.S. Bancorp
Funders

artspace Washington Studios, Duluth, Minnesota
Washington Junior High closed in 1992 Artspace acquired the building and transformed it into an affordable live/work artists cooperative-- the first Artspace project outside of the Twin Cities After a 15-year compliance period. The Washington Studios project is now 100% owned, controlled and operated by Artspace

Tour of St. Cloud South Side Residential Historic District
The tour of 6 buildings which included three private residences the First Presbyterian Church, Bishop Busch Residence, and The Court Apartments. All but The Court Apartments included a tour of the inside of each building/home and a visit with the owner.(The Bishop greeted us before our tour of the residence) The Fisher-Sullivan House is under renovation after being used as rental property which had allowed it to be separated into 4 units. The present owned bought the home to bring it back to a single family home. The site visit allowed the tour group to watch the team working to reuse as much of the original windows, lighting, wood trim and built ins and restoring with matching new quarter sawn oak and ask questions of the owner and the craftsmen working on restoration.

A well thought out tour with examples of the neighborhood character.

Submitted by: Camille Warzecha Little Falls HPC
Statewide Heritage Preservation Conference,
St. Cloud, Minnesota, September 12 and 13, 2019:

Welcome and introductory remarks.

Dan Wolgamott District 14B House rep spoke about Investment and Bonding; Jerry Ralph District 14 Senate committee gave brief statements on Capital Investment.

The Keynote address by Donovan Rypkema of “PlaceEconomics” Washington, D.C. He discussed the need for the increasing the real estate value of communities with HPC districts and the investment of Federal and State Tax credit programs versus states that have not taken advantage of the investment opportunity. Like many states Minnesota offers and uses state and federal historic tax for historic preservation.

Session: “Your HPC: More Than Just Regulations”

This session was a discussion forum that allowed representatives from other communities to exchange thoughts about what their HPCs are doing or could be doing to increase the commission’s role. The St. Cloud Heritage Preservation Commission offers many different activities that bring the Commission beyond the role of regulators. They offer preservation awards, recognition of century homes, in addition to community and educational workshops and activities in order to educate its citizens and advocates for preservation. Jim Flaaen, City of St. Cloud; Julianna Elchert, former member, St. Cloud HPC; Matt Glaesman, City of St. Cloud

Session: “A Best Practices Timeline for Using MNHS Grants to Maintain a Historic Building”

Julia Larson, Design Reviewer for the MN legacy presented this session regarding the Historical and Cultural Heritage Grants program’s process for maintaining a historic building. She discussed what grants are available for historic properties and the timeline for doing construction from start to finish. It can take from 3-7 years. We came away with a better understanding of the timeline restrictions and expectations for legacy grants, as well as the help that is available to us.

Session: “National Park Service Grants, the CLG Program, and More”

Megan Brown (Chief, State, Tribal, Local, Plans & Grants, National Park Service) explained her role in working with the more than 2,000 Certified Local Governments (CLGs) across the nation. We heard about the different types of funding available through the agency’s grant programs, as well as the NPS’ vision for the future of the CLG Program and how Minnesota CLGs fit into its goals. Michael Koop, Minnesota State Historic Preservation also participated in the session.

Session: “Repair, Don’t Replace! Saving Your Wood Windows”

Window specialist Paul Schmidt from Restoration Window Systems spoke regarding common myths about old wood windows and explained the important differences between original and replacement windows. The most important take away for me was learning that old wood windows can be just as energy efficient as replacements.

Session: “Tour of Historic Buildings at St. Cloud State University”

The conference ended with a walking tour of SCSU’s oldest buildings which have all been renovated historically. The architect for these buildings was Clarence H. Johnston, Minnesota’s State Architect at the time (also the architect of the Weyerhaeuser and Musser homes at Linden Hill).

I feel that I took much useful information away from this conference and made many new contacts that may be of help to the Little Falls HPC in the future.

Respectfully submitted by: Pat Sharon, Little Falls HPC
1. Call to Order:
Chairperson Don Opatz called the meeting to order at 12:00 p.m.

Members present: Gary Block, Ashley Kaisershot, Wayne Liljegren, Linda LeMieur, Don Opatz, and Camille Warzecha.

Members absent: Pat Sharon

Ex-officio members present: Deb Boelz  Ex-Officio absent: Susy Prosapio and Kris VonBerge

City staff present: Wendy Zylka

Guests: Ryan Maciej

2. Approval of the Minutes:
The minutes of September 9, 2019 Heritage Preservation Commission meeting were reviewed. Motion was made by Gary Block to approve the minutes as presented. Camille Warzecha seconded the motion. The motion was approved.


4. Old Business:
   A. Certified Local Government Conference: The State Historic Preservation Office Certified Local Government Conference was held in St. Cloud on September 11 - 13, 2019. Written reports were received from Pat Sharon and Camille Warzecha with Camille verbally sharing the highlights.

5. New Business:
   A. Certified Local Government Report for Fiscal Year 2019: Wendy Zylka: The Commission reviewed the draft of the annual CLG report covering October 1, 2018 – September 30, 2019. Camille Warzecha made a motion to approve the report, forward to the City Council for approval and submit Minnesota Historic Preservation Office. Linda LeMieur seconded the motion. The motion was approved. Wendy was thanked for her work on the project on behalf of the Commission.

   B. Reprinting of the Century Homes Brochure: Wendy Zylka: Wendy requested permission to reprint the Century Homes brochure with the addition of the last designation. Linda LeMieur made a motion to approve the printing. Camille Warzecha seconded the motion. The motion was approved. A quote will be provided at the next meeting.

6. Other:
Ryan Maciej shared additional information regarding tax credits on historic properties.

Next Meeting Date: Monday, November 4, 2019, at 12:00 p.m. at City Hall.

Adjournment: Motion was made by Wayne Liljegren to adjourn the meeting at 12:13 p.m. Linda LeMieur seconded the motion. The motion was approved.

Recorded by: Debora K Boelz, Secretary
The Regular Meeting of the Housing & Redevelopment Authority Board of Commissioners was called to order by Vice-Chairman, Brad Jensen at 4:34pm on Monday, September 16, 2019 at the Pine Grove Manor Apts. board room. Commissioners present: Keith Silbernick, Brad Jensen, John Kimman and Frank Gosiak. Absent: Debi Bobick. Also attending: Lori Kasella, City Finance Officer and Angie Rangel, Executive Director.

Commissioner Jensen moved to approve the minutes of the regular meeting 8/12/19. Commissioner Gosiak seconded the motion. All voted aye. Motion carried.

The bills for the month were reviewed and after discussion, Commissioner Gosiak moved to approve payment of the bills which includes transactions from 8/1/2019, beginning with check #12557 dated 8/15/2019 to #12586 dated 8/30/19 and transactions ending 8/31/19 with payments totaling $50,976.43 and Commissioner Jensen seconded the motion. All voted aye. Carried.

Executive Director presented Resolution #471: FLAT RENTS. After discussion, Commissioner Gosiak moved to approve Resolution #471: FLAT RENTS. Seconded by Commissioner Kimman. All voted aye. Carried.

Executive Director presented Other Charges 2019. These charges include Freezer, Garage, Air Conditioning, Automobile Heater Plugs and Late Payment. After discussion, Commissioner Jensen moved no change to the Other Charges 2019. Seconded by Commissioner Gosiak. All voted aye. Carried.

Lori Kasella discussed the request from Habitat for Humanity for the HRA Levy Account to pay for the Assessments and SAC/WAC and permits for a property on 705 12th St SW. After discussion, Commissioner Gosiak moved to approve payment of Assessments and SAC & WAC fees. Seconded by Commissioner Jensen. All voted aye. Carried.

The November HRA Board Meeting will be held on Monday, November 18, 2019 due to the Veteran’s Day Holiday.

There being no further business, Commissioner Jensen moved the meeting be adjourned at 4:56pm. Seconded by Commissioner Gosiak. Motion carried.
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<th>Fund</th>
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</table>

7,532,000.00
PROSECUTION REPORT -- CITY OF LITTLE FALLS

During the months of July and August 2019, the Morrison County Attorney's Office represented the City of Little Falls in the prosecution of petty misdemeanor, misdemeanor and gross misdemeanor cases in the following ways:

1. Drafted 4 complaints;
2. Attended arraignment court on 9 occasions;
3. Attended 38 pretrial, motion, restitution and evidentiary hearings;
4. Attended 6 omnibus hearings;
5. Attended 2 plea hearings, sentencings, or revocation hearings;
6. Attended 5 Rule 5 & 8 hearings; and
7. Tried 1 Court Trial.

In addition, attorney time was spent reviewing files, preparing for court hearings and discussing cases with law enforcement officers.

Dated this 30th day of September, 2019.

Brian J. Middendorf
City of Little Falls  
Public Works Department  
Monthly Report for September 2019

Public Works Department personnel includes three heavy equipment operators, three light equipment operators, three park maintenance workers, and one janitor, all under the supervision of the Street/Park Foreman.

Snow (includes sanding, plowing, removal, and miscellaneous items):  
Put cutting edges on new plow and underbody on new dump truck; repaired mounting bracket on snowplow for 12H blade; and ordered carbide cutting edges for snowplows.

Sanitary Sewer Collection:  
Flushed 258 blocks; and jetted and degreased 19 blocks of sewer main with 20 gallons foaming degreaser.

Water Main Distribution System  
Delivered shut-off notices; turned water off and on as needed; dewatered at lagoons; and repaired roads around lagoons after contractor was done hauling.

Storm Sewer Systems:  
Cleaned all catch basins, three times; cleaned storm scepters; and started sweeping leaves.

Street Repairs, Maintenance, etc.:  
Patched potholes; filled alley ends and low areas with gravel where needed; and bladed streets, avenues, and alleys as needed.

Trees:  
Cut and cleaned up four trees that went down in the storm.

Traffic and Street Lights:  
Repaired two street light bases; welded a new bottom on cobra light pole; and installed two light poles.

Equipment:  
Routine maintenance on trucks and equipment; took new dump truck to St Cloud to get checked out, had two engine codes; and cleaned up John Deere tractor and brush hog and put away for the season.

Parks and Playgrounds (include ice rinks, picnic tables, and playground equipment):  
Conducted monthly inspection of all playground equipment; mowing and maintaining all City parks and properties; and set a cement slab at ark park for port-a-potty.

Zoo:  
None.

Other Items:  
Set-up and cleaned up for Arts & Crafts, put out signs, barricades, traffic cones, picnic tables, and swept downtown before and after the event; set forms and poured new sidewalk and bench pad at Maple Island Park; picked up and put away downtown flags; replaced bridge flags; disposed of police forfeited vehicles from Mill Park garage; set up detour on Highway 27 for grand opening; removed cement apron on Lindbergh Drive S, filled with black dirt and seeded; and put together two new green street light poles for Highway 27 project.
OPERATIONS:

Flows:

Monthly influent flow averaged 1,310,000 gallons.
Maximum daily flow of 2,150,000 gallons.
Minimum daily flow of 990,000 gallons.
Total flow 39,440,000 gallons.

Loadings:

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<th>Influent C/BOD5: 103.7 mg/l</th>
<th>Effluent C/BOD5: 5.6 mg/l</th>
<th>Permit Limit: N/A</th>
<th>% Removal 94.8%</th>
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<td>Effluent TSS: 5.3 mg/l</td>
<td>Permit Limit: N/A</td>
<td>% Removal 96.0%</td>
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</table>

WEATHER:

Precipitation – 8.62 inches
Average temperature 71.0 day
55.0 nights

Monthly Power Usage:

78,207 KWH’s with a daily average of 2,607 KWH’s

Construction

H-piles installation continuing
Pre-Treatment Plant walls and footings

Respectfully Submitted,
Matt Streit, Interim Wastewater Superintendent
MEMO

Date: October 16, 2019
Re: Planning Commission/Board of Adjustment Report
From: Ben Oleson, Zoning Administrator

Dear Mayor and City Council,

The Planning Commission/Board of Adjustment held a special meeting on October 14, 2019. They held two public hearings, one involving a variance request and the other a consolidated preliminary/final plat application for a two-lot residential subdivision.

The Planning Commission/Board of Adjustment is providing a recommendation of approval for both applications.

Background information, photos and drawings related to the applications are available at www.hometownplanning.com.

AGENDA ITEM #1

Application: Request related to the construction of a garage and driveway. Approvals required include a variance for approximately 42-43 percent impervious coverage (max. 33 percent allowed) on a 6000 sq ft lot in an R-1 zoning district

Applicant: Matt Roach
Property Owner: Vertin Holdings LLC

Background Information:

Proposal: The applicants are proposing to construct an 18’ x 24’ garage and related driveway (approximately 10’ x 16’) on the rear portion of the subject lot. In doing so, the lot would be caused to exceed the maximum 33% coverage allowed by City Code with a total of approximately 43-43 percent impervious (about 2,520-2,580 sq ft of impervious vs. the maximum 1,980 sq ft allowed). The difference would amount to about 540-600 square feet.
A permit was recently issued to construct a deck on the front part of the existing building. A condition of that approval was that the small shed in the rear of the property be removed so as to ensure the site stayed under the 33% impervious coverage limit.

- **Location:**
  - Property address: 514 3rd Street NE
  - Parcel number(s): 480350000

- **Zoning:** R1 One and Two Family Residential

- **Lot size:** Approx. 6,000 sq ft (0.14 acres) according to original plat.
  - **Existing Impervious Coverage:** About 1,980 square feet (33%)
  - **Proposed Impervious Coverage:** About 2,520-2,580 square feet (42-43%)

---

**Planning Commission Recommendation:** The Planning Commission has recommended approval of the requested variance as requested on a 6-0 vote based on findings of fact in the attached resolution consistent with the Planning Commission recommendation. If the Council determines the variance should instead be denied, it should state findings of fact consistent with that decision.

---

**AGENDA ITEM #2**

**Application:** Request related to the creation of two approximate 0.45 acre residential lots in a R-1C Country Homes, One- and Two-Family Residential zoning district. Approvals required include a consolidated preliminary and final plat application.

**Applicant:** J and M Development

**Background Information:**

- **Proposal:** The applicants own a Outlot A of Sunrise Addition, an approximate 18.7 acre parcel of land. The applicants had applied for the subdividing of the entire parcel several years ago and had received preliminary plat approval, but never brought it to final plat. At this time they are requesting a small two-lot plat near the northwest corner of the property along Edmund Street. The platting of the two lots in that area would essentially be the same two lots as what had been proposed as part of the larger subdivision approved several years ago.

  As there is no need for new road, sewer or water infrastructure to serve the two proposed lots, Staff has determined that it can be considered a “minor subdivision” and allowed to apply for a consolidated preliminary and final plat approval, subject to approval by the Planning Commission and City Council.

  The area is currently zoned R-1C Country Homes, One- and Two-Family Residential District and would not change as a result of this application.

- **Location:**
Planning Commission Recommendation: The Planning Commission has recommended approval of the requested consolidated preliminary/final plat as requested on a unanimous vote based on the following findings of fact. If the Council determines the request should instead be denied, it should state findings of fact consistent with that decision.

Findings of Fact: The following findings of fact are presented by the Planning Commission for consideration by the City Council:

1) Current Zoning:
   - **Subject Property:** R-1C (Country Homes, One- and Two-Family Residential District)
   - **Surrounding Properties:** R-1C (Country Homes, One- and Two-Family Residential District) on all sides. There is also B-1 zoned land a short distance to the northeast and southeast.

2) Current Land Use:
   - **Subject Property:** Vacant land
   - **Surrounding Properties:** Residential.

3) Lot size:
   - Lot 1: Approx. 100’ x 196’ (19,600 sq ft)
   - Lot 2: Approx. 100’ x 196’ (19,600 sq ft)

4) Sewer/Water: Each of the proposed lots has access to existing sewer and water lines.

5) Natural Features:
   - **Floodplain:** The property is not within an identified floodplain.
   - **Bluff/Steep Slopes:** The property is relatively flat and does not contain any bluffs or steep slopes.
   - **Wetlands:** There do not appear to be any wetlands on the property.

6) Easements: The preliminary plat indicates drainage and utility easements on side lot lines and along all rights-of-way, but not the shared property line between Lots 1 and 2. The City Engineer has requested that a 10 ft easement be centered on that shared lot line (5 feet on either lot).

7) Blocks: The proposed block meets the requirements of the ordinance.

8) Lots: The proposed lots meet the requirements of the ordinance for layout, size and other requirements.
9) **Park Dedication:** Park dedication requirements to be set by the park, recreation and tree board.

10) **Required Improvements:**

   - **Monuments:** Monuments of a permanent character shall be placed in locations on the boundary of the subdivision and within it as required.
   - **Street and Alley Improvement:** No new streets or alleys are proposed or necessary.
   - **Curb and Gutter:** No new streets are proposed. The existing streets in this area do not have curb and gutter.
   - **Underground Utilities:** Underground utilities already exist to serve the two proposed lots.
   - **Sidewalks and Pedestrianways:** The existing neighborhood in this area does not have sidewalks and it is not in the City’s sidewalk plan to have sidewalks in this area.
   - **Water Supply:** Water service is available to these lots.
   - **Sewage Disposal:** Sewer service is available to these lots.
   - **Drainage:** The existing topography would not be changed as a result of this application and no additional housing or structures would be allowed in the area than if the property were left as it is.
   - **Street Trees:** The lots do contain a number of existing trees that appear to meet the requirements of the ordinance, provided they are not all cut down, in which case new trees would need to be planted.
   - **Boulevard Sodding:** No new boulevard strips are necessary.
   - **Street Signs:** No new streets signs are proposed and as such no new street signs are necessary.

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**Staff Comments:** As the City Council considers this application, Staff would make the following comments:

1. The City Engineer has requested that a 10 ft easement be centered on that shared lot line (5 feet on either lot). This was not part of the Planning Commission’s recommendation, so if the City Council wishes to require the easement, it should be identified as a condition of approval.

   ********************************************************************************

If you have any questions, please feel free to contact me. I can be reached by phone at (888) 439-9793 or by email at oleson@hometownplanning.com.
Public Hearing Procedure

The purpose of a public hearing is to share information and give the public an opportunity to make comments and suggestions about a proposed development, proposal or ordinance. In conducting a public hearing, the City Council or Committee will follow these rules:

1. The Council President or Chairperson will open the public hearing.

2. City staff will provide the affidavit of publication of the public hearing.

3. City staff will describe the proposal.

4. The applicant will describe their proposal.

5. The Council President or Chairperson will receive comments from the public.
   a. If you wish to speak, raise your hand or stand, the Council President or Chairperson will recognize you. Typically, individuals will be allowed up to two minutes and should be germane and concise; and further shall not exceed two times with a maximum of two appearances.
   b. In order that everyone can be heard, you must come to the microphone and first give your complete name and address. Your name and address are required for the meeting minutes.

6. The Council President or Chairperson will close the public hearing.

** The City Council or Committee asks that all opinions be treated with respect. No applause or interruptions please.
AGENDA ITEM

CITY COUNCIL MEETING: October 21, 2019

Special (Work Session) Agenda: ___  
Consent Agenda: _____  
Regular Agenda: x____

TITLE OF THE ITEM FOR CONSIDERATION: Consolidated Preliminary and Final Plat, Sunrise Addition 2

BACKGROUND: In 2006, the vacant land now known as Sunrise Addition 2 and Sunrise Addition 3, had a preliminary plat that was approved by the City Council. Because of the economic downturn in 2008 it wasn’t practical to develop that property. Now, the owners of the property located on the south side of Edmund Street intend to sell 2 lots to a builder for construction this fall.

Due to so much time that has passed since the approval of the preliminary plat; a new preliminary and final plat will need to be created, reviewed and approved by the City Council.

A public hearing was held by the Planning Commission on October 14, 2019. Three residents were in attendance with questions regarding what is being planned for construction on the two lots. Once informed the lots would have single family homes on the residents were in favor of the proposal. Staff is continuing the public hearing on the consolidated plat to provide the required 10 days’ notice to the surrounding property owners.

The Planning Commission is recommending approval of the consolidated preliminary and final plat for Sunrise Addition 2.

ACTION REQUEST: The City Council accept the recommendation of the Planning Commission and approve the consolidated preliminary and final plat for Sunrise Addition 2.

BUDGETED: _X_ N/A _No _X_ Yes _Fund:

STAFF PERSON REQUESTING: Greg Kimman, Ben Oleson and Planning Commission
Preliminary Plat of:
SUNRISE ADDITION PLAT 2

Prepared for:
Gerald Thomas and Michael Corrow

Prepared by:
Engelmeyer Land Surveying

Date: 10-05-19
Job No. 194-19

Engelmeyer Registration No. 6568

MORRISON COUNTY IRRIGATION

THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
AGENDA ITEM

CITY COUNCIL MEETING: October 21, 2019

Special (Work Session) Agenda: ____
Consent Agenda: ______
Regular Agenda:  X____

TITLE OF THE ITEM FOR CONSIDERATION:  Airport Commission/KLJ Engineering Recommendations, Reconstruct Hangar Taxi lanes and Apron, LinnCo

BACKGROUND:  On June 17, 2019, the City received bids to complete the reconstruction of the taxi lane and apron at the Little Falls/Morrison County Airport. Two bids were received: LinnCo at $374,519 and Landwehr Construction at $411,960.90.

Our engineers KLJ and the Airport Commission have reviewed and approved LinnCo, Sauk Rapids.

You may recall, the Federal Aviation Administration and the Minnesota Department of Transportation, Office of Aeronautics, have provided grant funding for this project. This project has begun and is near completion.

ACTION REQUEST:  The City Council accept the recommendation of KLJ Engineering and the Airport Commission, and ratify and confirm the low bid of $374,519 from LinnCo Inc., Sauk Rapids, for the taxi lane and apron reconstruction project at the Little Falls/Morrison County Airport, to be charged to the Airport Improvement Fund/Grant.

BUDGETED:  __  N/A  _  No  X  Yes  Fund:  Airport Improvement

STAFF PERSON REQUESTING:  Greg Kimman and Airport Commission
July 10, 2019

Greg Kimman, PE
City Engineer
City of Little Falls
100 7th Ave NE
Little Falls, MN 56345

Re:  Reconstruct Hangar Taxilanes & Apron, Hangar Area Development
     AIP #3-27-0048-020-2019, KLJ #1905-00397

Greg:

The bid opening for the above airport improvement project was held on June 17, 2019. Two (2) bids were received and a copy of the Bid Tabulations is enclosed. The bids received were as follows:

1.  LinnCo         $374,519.00
2.  Landwehr Construction  $411,960.90

The Engineer’s Opinion of Probable Cost was $362,306.00

The Disadvantaged Business Enterprise (DBE) goal for the project is 1.50%. LinnCo has identified a DBE utilization for the project of 1.55% which meets the project requirements. LinnCo also provided the required Buy American supporting documentation. KLJ reviewed these documents and believes that LinnCo met the requirements set forth in the Project Manual.

KLJ recommends award of the project to LinnCo in the amount of $374,519.00. The airport has sufficient FAA non-primary entitlement funds to receive a grant for the work. If the City & County agrees with our recommendation, please execute the following:

• Waive all bid irregularities and approve award of the project to LinnCo in the amount of $374,519.00, contingent upon obtaining federal and state funding.
• Authorize the authorized official to sign the Notice of Award and Agreement

Contracts will be prepared and sent to the Contractor along with the Notice of Award and Agreement. The Contractor will then prepare their payment and performance bonds, insurance certificates, and other appropriate information, and then KLJ will forward the contract package to the City for approval.
Thank you for the opportunity to assist you with your airport improvements. Please contact me at 701-271-4875 if you have any questions.

Sincerely,

KLJ

Bryan Jacobson, PE
Project Manager

Enclosure(s): Bid Tabulation
Project #: 1905-00397
cc: file
AGENDA ITEM

CITY COUNCIL MEETING: October 21, 2019

Special (Work Session) Agenda: _____
Consent Agenda: ______
Regular Agenda:  x____

TITLE OF THE ITEM FOR CONSIDERATION: Water Tower Rehabilitation, Short Elliott Hendrickson, Inc.

BACKGROUND: This summer both City water towers were inspected. A little background on the towers; the west tower was constructed 1972, reconditioned in 1996 and cleaned in 2016. The east tower was constructed in 2005.

During the inspections, it was noted that the east tower had some delamination [peeling] but likely has another five years of life remaining. The west tower, however, has rust. The rust is visible/noticeable from the ground through the painted surface.

After reviewing the costs submitted and with budget restraints, staff also requested figures for completing only the west tower.

Following find the two proposals received to provide design, inspection and contract administration services on the project:

<table>
<thead>
<tr>
<th>Firm</th>
<th>West Tower</th>
<th>Both Towers</th>
</tr>
</thead>
<tbody>
<tr>
<td>KLM Engineering, Inc., Woodbury</td>
<td>$113,696</td>
<td>$199,312</td>
</tr>
<tr>
<td>Short Elliott Hendrickson, St. Paul</td>
<td>85,160</td>
<td>134,500</td>
</tr>
</tbody>
</table>

ACTION REQUEST: The City Council award the low quotation $85,160 from Short Elliott Hendrickson, Inc., St. Paul, to provide engineering services for the west elevated water tower rehabilitation project only, to be charged to the Water Improvement Fund.

BUDGETED:  _ N/A   _ No   x__ Yes   Fund: Water Improvement

STAFF PERSON REQUESTING: Greg Kimman and Dwayne Heinen
City of Little Falls, Minnesota
1 Million-Gallon West Side Tower
1 Million-Gallon East Tower
September 26, 2019

Mr. Greg Kimman, P.E.
City Engineer/ Public Works Director
City of Little Falls
100 7th Avenue NE
Little Falls, MN 56345

Dear Mr. Kimman:

Thank you for the opportunity to submit this proposal to provide engineering and inspection services during the rehabilitation of the 1 million-gallon East and West Towers in Little Falls, Minnesota.

KLM has a staff with the most credentials associated with AWS welding and NACE coating inspections of water storage tanks in the five-state area. KLM’s in-house engineering staff exemplifies the “Rules of Professional Conduct” as described in chapter 1805 by the Board of Engineering. Our structural engineering department ensures your project will be completed according to the project specifications, AWWA and OSHA codes, and standards.

When it comes to quality inspections on water towers, KLM sets the standard that other companies try to duplicate. Our dedication to quality gained national attention a second year in a row with two of our tower projects being recognized as runner up for the 2018 Tnemec Tank of the Year. Both towers are featured in the 2019 Tnemec calendar.

City of Moorhead, Minnesota

Old Towne Arvada, Colorado

(picture courtesy of Tnemec Company)
KLM’s personnel have been working on water towers since the 1970s. We have tanks that were constructed and painted in the mid-1980s that are just coming up on their first reconditioning. KLM anticipates the tower’s coating systems will be in service 20-plus years. This is due to KLM professionals trained to perform proper inspections and holding contractors accountable for quality workmanship.

Our inspections are performed by a professional staff with current and proper credentials. Our inspectors who, work directly under our Structural Engineer and Project Supervisor are certified as both NACE and AWS inspectors. Each employee takes ownership of their project. Our professional staff has a combined 150 years of experience and have successfully completed over 500 rehabilitations of water towers of various sizes. The KLM staff is fluent in the current codes and standards for new and reconditioned water tower projects.

KLM inspectors climb the towers daily to accept or reject the workmanship of the day. The main reason owners hire a professional consultant is to protect the owner’s investment. The average tank without a professional inspection usually needs to be repaired after fifteen years compared to KLM projects, which are lasting 20 or more years.

No firm receives respect from tank contractors and subcontractors like KLM. Our role is to provide quality assurance and enforce the specification. KLM is very thorough with our documentation of what and how the work is being performed each day. KLM’s reputation of quality is second to none. We stand behind every project we work on.

KLM welcomes the opportunity to interview with city staff to explain our proposal in detail and why KLM is the team of choice when it comes to reconditioning water towers. We have the largest team of employees dedicated to providing the inspection services required to maximize the coatings life to 20-30 years. Please reference our team chart.

KLM would like to assist you with our expertise on quality control which will make this a successful project for many years to come. By selecting KLM, you can be assured that the project will be completed to your satisfaction.

We look forward to working with you.

Sincerely,

Dewey Prinzing
VP of Business Development
Phone: 651-773-5111
Fax: 651-773-5222
Email: dprinzing@klmengineering.com
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**DISCLAIMER:**

The information in this proposal is confidential, may be legally privileged, and is intended for the sole use of the City of Little Falls. Access to this proposal by another company is not permitted. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or committed in reliance on it is prohibited.
Proposal
Project Understanding

KLM Understands the City of Little Falls is planning to recondition the two 1,000,000-gallon East and West water towers in 2020.

The West Side Tower was constructed in 1972 and repainted in 1997. The coatings have protected the substrate of the tower over the last 22 years. The current coatings are no longer considered repairable and need to be completely removed and replaced to protect the structure for continued service.

The East Tower was newly constructed in 2005 and is showing premature coating failures. The interior wet coating system has visible coating failures above and below the high-water line. The interior drywell tube has surface corrosion and is in fair to poor condition with 10-15% coating failures. The exterior coatings are in fair to poor condition with 5-10% coating delamination.

Key project team members were brought together to review the 2019 KLM evaluation reports and records maintained by KLM to prepare the outline of services required to bring the tower up to current AWWA standards and Minnesota Department of Health and OSHA codes.

Benefits to the City of Little Falls

- Today’s protective coating systems are designed to last 20-25 years with only minor maintenance. Tight project specifications and inspections give the coating systems the opportunity to realize their intended service life.

- **By hiring KLM’s project team, you are getting the latest coating system and the most experienced and qualified inspection team, ensuring the coatings will last the full intended life cycle of 20 to 30 years; saving the city 1-2 reconditioning cycles over the course of 100 years.**

- KLM proposes to prepare a specification package specifically designed for water tower reconditioning. Our experience has shown that the more comprehensive the specification is, the more likely it is that the project is completed on time, on budget, with quality workmanship. The KLM specifications will mitigate requests for change orders during reconditioning.

- Welding and full time NACE Coating Inspections during reconditioning assures that the work performed by the contractor is in conformance with the specifications, as to maximize its life expectancy. KLM’s inspectors monitor workmanship during all phases of work to verify the contractor’s work meets the specification. Utilizing this process, maintenance costs will be reduced by decreasing the number of reconditioning cycles over the life of the tank.

- Our project administration and inspection services provide a buffer between the project specifications and the real-world challenges that can negatively affect project performance. To initiate the project correctly, KLM’s project management assures that a qualified contractor is retained at an appropriate cost.
KLM Work Plan

Upon execution of a contract, KLM proposes the following schedule to perform the work:

City of Little Falls council approval:

1. Preliminary Specifications
   Completed by November 2019
2. Design Services
   Completed by December 2019
3. Construction Management and Inspection Services
   Completed in 2020 Construction Season
4. Warranty Inspection
   ROV completed per contract

Design

KLM will also perform at a minimum, the following related specification services:

- Meet with the owner to review plans and specifications.
- Produce (1) preliminary and two (2) completed copies of the specifications for the owner.
- Provide an updated cost estimate
- Advertise specifications on Minneapolis Builders’ Exchange or Quest CDN
- Attend and facilitate a mandatory pre-bid meeting
- Issue specification to bidders and respond (in writing) to bidder questions
- Attend bid opening and tabulate results at Owner’s facility
- Evaluate contractors’ bid proposals for conformance to the specification
- Recommend (in writing) to Owner the low, qualified bidder(s)
- Prepare Notice of Award and contract Agreement (forward to Owner)

Specifications

**Project Requirements**

This section includes the City’s requirements, complete description of the project, project schedule, execution of contract documents; notice to proceed, project meetings and quality assurance.

**Scope of Work: Project Specifications**

The project specifications will include:

- **Advertisements for Bids**
  This section provides a detailed description of the project and meets the requirements for legal advertisements.

- **Instruction to Bidders**
  This section provides precise instructions to bidders including the scope of work, insurance, payments, time of completion, bidder qualifications, taxes and permits, legal requirements, performance and payment bonds and other important project information.
Bid Forms
This section contains the bid proposals; construction time frame alternate bid proposals, legal requirements, and the bidder and subcontractor qualification forms.

Project Requirements
This section includes a complete description of the project, project schedule(s), execution of contract documents; notice to proceed, project meetings, quality assurance, liquidated damages, and legal and technical requirements for executing the scope of work.

Technical Specifications
This section details the technical specifications for structural modifications, surface repairs, interior and exterior surface preparation, exterior abrasive blast containment, disposal of spent abrasives, dehumidification, lettering and logo, submittals, workmanship, unfavorable weather conditions, surface coating and material, repair work, health and sanitary facilities, clean up, ventilation and safety requirements, superintendent, inspection of work, sterilization of tank interiors, and containment plan.

Supplemental Conditions
This section supplements or amends the General Conditions and/or other provisions of the Contract Documents.

General Conditions
This section includes all the General Conditions designed for water tank reconditioning, such as authority of the Engineer, engineering inspection, modifications, additions and subtractions of scope of work, extensions of time, insurance and other appropriate items.

Contract Documents
This section provides the form of agreement to be used between the Owner and Contractor.

Payment and Performance Bond
As of July 31, 1994, Minnesota State Law requires separate bonds for payment and performance.

Appendix A: Photos
This section includes copies of color photographs. This provides the contractor with a clear perspective of the interior/exterior conditions of the tank, and the scope of work involved.

Appendix B: Drawings
This section includes drawings, which define structural repairs or modifications and welding definitions.
Appendix C: Surface Preparation Requirements
This section references excerpts from NACE Standard Practice SP0178-2007 Standard Practice: Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Services for defining welding and grinding requirements of the structural repair or modifications.

Appendix D: Pain Chip Lead Test Results
This section contains paint chip test results for lead and chromium used to calculate the risk factor and classification of containment required for conformance with Federal and State Environmental Regulations.

Appendix E: Lettering and Logo (optional)
If required, this section includes drawings of any required lettering and logo.

**Inspection Oversight**

KLM knows and understands steel structures and water storage tanks. Eighty percent (80%) of coating failures can be traced back to surface preparation with additional failure mechanisms caused by weather conditions, improper coating mixing, and application. To ensure a project is completed correctly and safeguard against premature coating failures, we will provide an inspector during blasting and coatings operations. The inspector assigned to this project will be a NACE Coating Inspector and/or AWS Certified Welding Inspector.

**Construction Services**

**Construction Administration**

The project manager and project supervisor work together on managing the project. The project supervisor does the initial review of the submittals and communicates with the inspector daily to help enforce the project specifications as necessary. The supervisor is the main contact between the contractor representative and the Owner. The manager does the final review of the submittals and will assist the supervisor as required.

Construction management consists of the following:

- Attend and facilitate preconstruction conference
- Scheduling of inspections
- Removal of cellular equipment
- Project close out administration
- Periodically perform on-site review of project’s work status and report to the owner
- Establishes warranty date
- Coordinate progress meetings as necessary
- Review of inspector's daily documentation
- Review of meeting minutes
- Process change orders
- Review and approve of the contractor's submittals:
  - Drawings
  - Welding Procedures
  - Welder Certifications
  - Coating Materials Submittal
  - Welder Qualifications
  - TLCP Sampling Plan
  - Prepare monthly payment request forms
Construction Observation

The inspector assigned to this project will be a NACE Coating Inspector and/or AWS Certified Welding Inspector. All our inspectors have extensive practical experience and knowledge of water storage tank reconditioning. They are experienced sandblasters, painters, climbers, riggers, coating inspectors, welders and welding inspectors which allow the inspector to perform inspections alongside the contractor to ensure conformance to the project specification.

At a minimum, the field inspections will include the following:

- A preconstruction meeting with the client and contractor to clearly define the role of the Engineer and Inspector, to discuss the intent of the specifications, and to ensure all parties agree to the scope of work and expectations regarding the quality of work.
- Monitor and approval of the structural repairs and modifications for conformance to the specifications.
- Inspection of the abrasive blasting media and equipment for conformance to the specifications and to prevent contamination of surfaces during surface preparation with moisture and oil or other contaminants.
- Monitor the paint removal and disposal process for conformance to the specifications and environmental regulations.
- Monitor the contractors mixing and application of the coatings for conformance to the specifications and the coating manufacturer’s recommendations.
- Approve surface preparation samples.
- Record the contractor's progress for adherence to the construction schedule.
- Submit daily and weekly inspection reports. Prepare and file copies of the reports on construction activities.
- Coordinate and review testing of materials for conformance to the specification and environmental regulations.
- Monitor punch list items and subsequent corrective action by the contractor.
- Final inspection, substantial completion, and project acceptance.

Antenna Inspection

KLM recommends the owner establish an escrow account from the tenant(s) (telecom carrier(s)) for any engineering and inspection related work on this project. KLM recommends $9,500.00 per carrier and $3,500.00 for any city antennas.

Warranty Inspection

KLM proposes to perform an ROV warranty inspection on the referenced tanks prior to the expiration of the performance bonded two (2) year warranty. The warranty inspection will include an inspection report. Prior to the warranty expiration, KLM will request verification to proceed with the warranty inspection under the terms of this contract. The fixed fee does not include any necessary warranty repair work required.
Deliverables

The City of Little Falls owns and retains this documentation. KLM also retains these records for future reference. Deliverables submitted electronically unless indicated hard copy.

- Professional Engineering
  Certified plans and specifications
- State Regulatory documentation
  including permitting, MN Department of Health, TCLP Testing and Waste Tracking
- As-Built drawings
- Contractor Submittals
- Daily Logs & Weather Logs
- Surface Preparation
- Daily Digital Photos
- Weekly Summary & Progress Meeting
- Project Acceptance Certificate
- Warranty Inspection Report
  (1-owner & 1-contractor)

Summary of Findings

The West Side Tower is in need of recondition and KLM recommends performing the reconditioning in 1-2 years.

The East Tower is only 14 years old and showing premature coating failures. KLM’s engineering department anticipates it needing reconditioning in 5 years. We recommend staying with the engineering departments recommendation for reconditioning the tower in 5 years (2025). This will keep the towers off cycle, so they do not come up for reconditioning at the same time in approximately 2040 or later. This deferred cost over a 60-year life cycle will save the city one reconditioning cycle and $1,300,00.00.

Proposal Summary

KLM Engineering estimates this to be a 28-week construction schedule for both towers. KLM will manage the water tower rehabilitations with comprehensive specifications, engineering, project management, welding inspection, coating inspection, antenna inspection and an ROV warranty inspection as detailed below.

Fee Summary East & West Side Tower

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Design Services</td>
<td>Fixed $25,000.00</td>
</tr>
<tr>
<td>2. Construction Management &amp; Observation</td>
<td>Hourly not to Exceed $168,112.00</td>
</tr>
<tr>
<td><strong>Total Estimated KLM Fees</strong></td>
<td><strong>$193,112.00</strong></td>
</tr>
<tr>
<td>4. Warranty Inspection East &amp; West Side Tower 2022</td>
<td>Fixed $6,200.00</td>
</tr>
<tr>
<td>5. Antenna Inspections</td>
<td>Per Carrier $9,500.00</td>
</tr>
</tbody>
</table>

Why Use KLM

KLM is the leader in water tower reconditioning of towers of 1,000,000 gallons or greater in Minnesota. KLM Engineering, Inc. has been evaluating and reconditioning water towers for over 20 years and has intimate knowledge of the City of Little Falls’ Towers dating back to 2001. Our reference list has customers including the US Military, US Steel, Indian Health Services, State of Minnesota and municipalities ranging from coast to coast and beyond- including Hawaii, Canada, and Europe.
Agreement

If the City of Little Falls finds this proposal acceptable, please sign and return by mail, fax, or email. We can begin work immediately once a contract has been executed based on the project work schedule.

This agreement, between the City of Little Falls and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

______________________________
(Name)                      City of Little Falls,
                        (Title)                Minnesota

______________________________
(Date)

______________________________
(Dewey Prinzing)       VP of Bus. Development    KLM Engineering, Inc.
                        (Name)                        (Title)

______________________________
(Date)

September 26, 2019

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

Dewey Prinzing
VP of Business Development
Phone: 651-773-5111
Fax: 651-773-5222
Email: dprinzing@klmengineering.com

U:\Proposals\Little Falls, MN 2 Tank Recon\West and East Towers\4. Proposal.docx
Project Team
** All inspectors work directly under a Professional Engineer and a NACE Certified Project Supervisor **
PROJECT TEAM
To provide a combination of client satisfaction and industry expertise, KLM has assembled a staff specific to the needs of our clients. The Project Team, listed in the organizational chart on the previous page, work year-round, with current projects booked into 2019 and 2020. In addition, KLM’s staff have an extensive knowledge base, specializing in water storage systems, whether it be inspection, recondition, coatings, new tank or telecommunications. To ensure each project is held to the highest of standards, our team consists of a Professional Engineer and certified inspectors by the National Association of Corrosion Engineers (NACE) and American Welding Society (AWS). Further details on the expertise of KLM’s project team can be found in the preceding pages.

SHAWN MULHERN- PRESIDENT/ CEO/ PRINCIPAL OWNER
Mr. Mulhern has been inspecting, testing and evaluating water towers for over 36 years. He has been involved in the inspection of over 300 elevated water towers, ground storage reservoirs, and industrial tanks of sizes ranging from 50,000 gallons to 120 million gallons. Shawn is a NACE Level III Certified Coatings Inspector and an American Welding Society (AWS) Associate Welding Inspector. He is also an avid volunteer and educational presenter nation-wide.

EXPERIENCE & EDUCATION
- American Water Works Association
- American Welding Society
- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- 2018 AWWA Benjamin G. Mason Award of Excellence

RODNEY ELLIS- VICE PRESIDENT/ COO/ PRINCIPAL OWNER
Mr. Ellis has extensive experience working with a wide range of municipalities, military and industrial facilities. He has worked on hundreds of water storage reservoirs, lead abatement projects, industrial tank reconditioning projects, water treatment plants, and bridges over the past 29 years. Rodney is a NACE Level III Certified Coatings Inspector, and an AWS Certified Welding Inspector. Rodney offers significant benefits to clients because of his work with all types of contractors on many types of complex projects.

EXPERIENCE & EDUCATION
- American Welding Society
- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals

- AEC Engineering, Inc. | Coating Systems Supervisor
- Neumann Company Contractors, Inc. | Journeyman Painter
- NACE Successful Coating & Lining of Concrete
- Supervisory Leadership | Wilson Learning
- 3M Safety Training Program
- Tnemec Protective Services Seminar
- Industrial Technology | UW-Stout
- NACE III Inspector | No. 1293
- AWS- Welding Inspector No. 89040022
- OSHA Lead Abatement
- NDE Level II TU, PT, MT and vacuum box

- AEC Engineering, Inc. | NACE Coatings Inspector
- Neumann Company Contractors, Inc. | Industrial Sandblaster & Painter
- Mount Scenario College
- NACE III Inspector | No. 1686
- AWS- Welding Inspector No. 95040714
- API 653 | Above ground storage tank inspection
- NDE Level II TU, PT, MT and vacuum box
- OSHA 10
JERRY TELL, P.E. - STRUCTURAL ENGINEER

Mr. Tell is a registered Professional Structural Engineer who has held licenses in multiple states. Jerry has a strong background in: structural design of plate structures including heavy lift cranes, water filtration tanks, bulk material silos/bins and elevated structures. Jerry brings to KLM experience in engineering management with an emphasis on multi-million-dollar projects. Jerry offers KLM clients a dedication to quality workmanship and extensive skill sets in structural analysis and designs.

EXPERIENCE & EDUCATION

- AmClyde Engineered Products | Structural Engineer
- University of Minnesota | Bachelor of Science- Civil Engineering
- Minnesota License | No. 15524
- South Dakota License | No. 13466
- Wisconsin License | No. 25409-6

BEN FELDMAN, P.E. - CIVIL ENGINEER

Mr. Feldman has worked in both the private and public sector starting out his career as an engineer and project manager with the Midwest leader in design of state-of-the-art municipal facilities and other complexes. Ben's project experience ranges from treatment plants, pump stations to distribution studies and maintenance plans. He is also an active member of Minnesota section of AWWA as Board Security-Treasurer for over four years. Ben provides KLM's clients with creative, cost-effective solutions, exceptional service, and a level of quality as if it were his own.

EXPERIENCE & EDUCATION

- American Water Works Association
- MN-AWWA Young Professionals
- St. Paul Regional Water Services | Civil III
- SRF Consulting Group, Inc. | Field Engineer
- Anderson-Johnson Associates, Inc. | Project Manager
- University of Minnesota | Bachelor of Science- Civil Engineering
- Minnesota License | No. 49598
- OSHA 10

SCOTT KRIESE - PROJECT FIELD SUPERVISOR

Mr. Kriese is a NACE Level III Certified Coatings Inspector with fourteen years of experience on projects including surface preparation, coating application, and inspection services during reconditioning, new tank construction, and structural repairs on water storage tanks and towers. Scott is currently a Project Field Supervisor overseeing NACE inspectors who are performing daily inspections of new and reconditioned water storage tanks. Scott has provided resident inspection services or oversite on hundreds of potable water and fire protection tanks during his tenure at KLM.

EXPERIENCE & EDUCATION

- National Association for Corrosion Engineers
- Society for Protective Coatings
- KLM Engineering, Inc. | Project Field Supervisor
- NACE III Inspector | No. 11236
- OSHA 10
DEWEY PRINZING- VP OF BUSINESS DEVELOPMENT

Mr. Prinzing has been in the construction, inspection, testing, and evaluation industry for more than twenty years. He has been involved in the inspection of elevated water towers, ground storage reservoirs, and industrial tanks of sizes ranging from 50,000 gallons to 3 million. Dewey transitioned his knowledge as a NACE Inspector to his current role in sales. In sales, Dewey successfully assists clients with their various needs whether it be on rehabilitation, new tank construction, structural repairs, evaluations, tank cleaning, or mixing.

EXPERIENCE & EDUCATION

- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- Southwest Manufacturing, Inc. | Regional Sales Manager
- Otte Log Homes | Carpenter
- NACE I Inspector | No. 44811

MICHAEL NOVITZKI- DIRECTOR OF BUSINESS DEVELOPMENT

Mr. Novitzki has been in the sales and marketing industry for over four years. Since joining KLM, Michael has been able to utilize his skills in sales to excel in the water storage industry with a desire to assist communities of all different sizes. Michael has been involved in projects ranging from 50,000 to over one million gallons. Michael’s goal to make sure every community has a positive experience regarding their water storage tank is evident in his superior workmanship and making sure the needs of his clients are taken care. He is also a valued member of the AWWA Young Professionals and a MAC Committee liaison.

EXPERIENCE & EDUCATION

- American Water Works Association
- MN-AWWA Young Professionals
- Water Industry Professionals
- First Financial | Director of Sales & Business Development
- New York Life | Financial Advisor
- Target Corporate | Merchandise Analyst
- Holy Cross College | Bachelor of Arts & Science-Finance, Marketing & Spanish
- Series 6
- MRWA Operator Training

MICHAEL OLESEN- WI SALES MANAGER

Mr. Olesen has been in the water storage systems industry for over thirty years. His experience is drawn from involvement on projects ranging from 50,000 gallons to 2 million gallons. Michael started out managing municipal water systems and transitioned into consulting and sales, where he uses his experience to provide cost efficient solutions for his clients. Michael is an active member of many associations and the AWWA WI Section MAC Committee Chair. He is also a three-time published author.

EXPERIENCE & EDUCATION

- American Water Works Association
- WI Rural Water Association
- Water Industry Professionals
- 1998 AWWA George Warrant Fueller Award
- 1986 AWWA Leon A. Smith Award
- Utility Services Group | Water Systems Consultant
- City of Watertown, WI | Water Utility Manager
- Virginia Commonwealth University
- Elgin Community College | Associate of Science
- WI Department of Natural Resources | Operator No. 10314
TOM QUAMMEN - CENTRAL REGIONAL MANAGER

Mr. Quammen is KLM's Central Regional Manager located in our Kansas office. He has a combined 30 years of tank/tower experience, first as a NACE and UTM inspector for a small structural engineering firm in Minneapolis, then as a Principal Tnemec Company Representative, first in MN, then CO, ID, MT, NM, UT and WY. In addition, he has knowledge of structural engineering, extensive protective coatings experience, and ACI/ICRI training. His skills and experience are an asset to KLM and our clients.

EXPERIENCE & EDUCATION

- American Water Works Association
- WI Rural Water Association
- Water Industry Professionals
- Tnemec Corporate Award

CHAD BEYER - TELECOM MANAGER

Mr. Beyer has been in the telecommunications industry for over eleven years. Chad is an experienced tower climber and project manager. Chad began his career with installation and designing of cellular equipment, allowing him to have extensive knowledge in reviewing drawings, requirements, and field inspection. He has expertise in turnkey consulting and inspection of antenna projects on water towers, monopoles, buildings, and privately-owned towers. His continued dedication to clients is visible from a project start to finish.

EXPERIENCE & EDUCATION

- Vertical Limit | Project Superintendent
- Certified Tower Climbing Safety and Rescue
- CPR and First Aid Certified

LAURIE SYLTE - FINANCE MANAGER

Mrs. Sylte has been in the finance management industry for over 20 years. Of these years, 15 are specific to water storage systems. Laurie excels in project support and budget management for tanks ranging from 25,000 to over a million gallons. She works directly with clients to ensure accounting and budget timelines are met and executed to city and/or council requirements.

EXPERIENCE & EDUCATION

- Somerset Telephone | Finance
- St. Croix Telephone | Finance
- Wisconsin Indian Technical College
References
And
Project Profiles
The following list contains a hand full of projects completed by KLM in the past five years. In all, KLM averages 15-20 reconditioning projects per year. A more complete list of references can be provided upon request.

**Reconditioning Projects:**

- **Woodlawn Tower**
  500,000 Gallon Single Pedestal
  Owner/Client: Moorhead Public Service, MN
  Contact: Kristofer Knutson, 218-299-5475
  *2018 Tnemec Tank of the Year Runner-Up*

- **Skyline & Ella Ave Water Tower**
  750,000 Gallon Elevated Water Tower
  Owner: City of Great Falls, MT
  Client: AE2S
  Contact: Nathan Weisenburger, 406-217-3711

- **East Side Tower**
  500,000 Gallon Elevated Water Tower
  Owner/Client: City of Rosemount, MN
  Contact: Dick Howe, 651-322-2041

- **Tower No. 1**
  500,000 Gallon Single Pedestal
  Owner: City of Pelican Rapids, MN
  Contact: Robert Schlieman, PE (Apex), 218-844-2585

- **South Tower**
  750,000 Gallon Single Pedestal
  Owner/Client: City of Menomonie, WI
  Client: Cedar Corp
  Contact: Jeremy Hoyt, 715-232-2395

- **Mayhew Tower**
  500,000 Gallon Single Pedestal
  Owner/Client: City of Sauk Rapids, MN
  Contact: Craig Nelson, 320-258-5300

- **Lexington/Diffley Reservoir**
  4,000,000 Gallon Ground Storage Reservoir
  Owner: City of Eagan, MN
  Contact: Jon Eaton, 651-675-5215

- **West Tower-Keuhn Park Tower**
  1,500,000 Gallon Composite
  Owner/Client: City of Sioux Falls, SD
  Contact: Darin Freese, 605-373-6971

- **Zachary Tower**
  2,000,000 Gallon Toro Spheroid Tower
  Owner/Client: City of Plymouth, MN
  Contact: Kevin Mastey, 763-509-5998

- **Tower No. 1**
  50,000 Gallon Hydrocone
  Owner/Client: City of Vermillion, MN
  Contact: Marke Peine, 651-248-3108

- **Market Center/Clock Tower**
  2,000,000 Gallon Composite
  Owner/Client: City of Eden Prairie, MN
  Contact: Rick Wahlen, 952-949-8530
  *2017 Tnemec Tank of the Year 2nd Runner-Up*

- **Tower No. 5 & Tower No. 10**
  500,000 Gallon Single Pedestal
  1 Million Gallon Composite
  Owner: City of Fargo, ND
  Contact: Troy Hall, 701-541-4180

- **Flag Avenue Reservoir**
  1,500,000 Gallon Underground Reservoir
  Owner/Client: City of St. Louis Park, MN
  Contact: Aaron Wiesen, 952-924-2673

- **North Tower**
  750,000 Gallon Hydropillar
  Owner/Client: City of Baxter, MN
  Contact: Kevin Cassady, 218-454-511

- **Randall Road Tower**
  1 Million Gallon Single Pedestal
  Owner: City of Elgin, IL
  Contact: Nora Bertram, 847-931-6744

- **Tower No. 1**
  250,000 Gallon Single Pedestal
  Owner/Client: City of Dodge Center, MN
  Contact: Mark Barwald, 507-374-2840

- **Tower No. 1**
  400,000 Gallon Single Pedestal
  Owner/Client: City of Wheaton, MN
  Contact: Kris Krenz, 320-563-4110

- **Tower No. 1**
  400,000 Gallon Single Pedestal
  Owner/Client: City of Otsego, MN
  Contact: Brad Belair, 763-441-9163

- **Tower No. 1**
  50,000 Gallon Legged Tower
  Owner/Client: USG Interiors, LLC-Red Wing, MN
  Contact: Larry Dettmer, 651-309-8020

- **North Tower**
  500,000 Gallon Double Ellipsoidal
  Owner/Client: City of Crookston, MN
  Contact: Brandon Carlson, 218-289-0273
Project Profiles

KLM has an unparalleled record of consistently delivering successful projects like yours. KLM has planned, designed, and refurbished water towers for the past twenty years. The longevity of our projects is what we are most proud of. What owners most appreciate is the return in investment KLM brings to each rehabilitation project. The following pages list projects KLM has completed, like the proposed tower for the City of Little Falls.

Reconditioning Project Profiles:

City of Eden Prairie, MN Market Center Tower
Reconditioning of: 2,000,000 Gallon Composite

Dates of Service: 2016 Reconditioning
Conditions & Services: The Market Center Tower is an iconic structure for the City, with working clocks on the main column. Given the high profile, size, and challenging location of this tower, the City Manager (Rick Wahlen) performed detailed interviews with each bidding consultant and their staff, to select the best qualified firm to provide the engineering and inspection services required by the City. As the awarded consultant, KLM provided design services, construction management, full time AWS welding and NACE coating inspections throughout the duration of the project. Rick was instrumental in the project from the beginning of pre-construction to the final walk through and close out, including personally climbing the tower regularly to confirm the project had met his standards. Given the tight confines of the jobsite, KLM conducted weekly meetings locally to update the neighboring businesses and residents as the project commenced. The project was successful, being completed on time and within budget.

*2017 Tnemec Tank of the Year 2nd Runner Up

City of Elgin, IL Randall Road Tower
Reconditioning of: 1,000,000 Gallon Single Pedestal

Dates of Service: 2016 Evaluation, 2017 Reconditioning
Conditions & Services: A project of this size combined with a short schedule may intimidate some contractors and inspection firms. With the combined efforts of a local contractor and KLM, this successful project was completed on time and within budget. Antenna relocation also played a large part of the project. The efficiency of all parties involved allowed telecommunications to operate without disruption.
City of Lino Lakes, MN Tower No. 1
Reconditioning of: 1,000,000 Gallon Hydropillar

**Dates of Service:** 2013 Evaluation, 2016 Reconditioning

**Conditions & Services:** KLM performed a floatdown evaluation of Tower Number 1. KLM worked with the Utilities Supervisor on the project to provide plans and specifications. A qualified contractor was selected to perform the reconditioning of the tower. A full containment system was utilized during the project. KLM provided construction management, full time AWS, NACE inspectors, and antenna management throughout the project. A new logo was painted on two sides of the tower; choosing Tnemec Hydroflon for the topcoat on the exterior of the tower. The tower can be seen from Hwy 35W & 23.

City of Maple Grove, MN Fish Lake Tower
Reconditioning of: 1,500,000 Gallon Hydropillar

**Dates of Service:** 2011 Mixer, 2014 Evaluation, 2015 Reconditioning

**Conditions & Services:** This water tower project included a pre-assessment of the conditions, including an updated engineer cost estimate. Plans and specifications were approved as well as a qualified contractor during the bid process. KLM worked with the contractor on submittals including coating selection, drawing reviews, scheduling and more. KLM’s Antenna Division worked with multiple cellular carriers to coordinate efforts of relocating cellular equipment to temporary locations during the reconditioning of the tower. KLM conducted weekly meetings on site to synchronize the efforts of the city, engineer, and contractor(s) as the project commenced. The project was successful being completed on time and within budget.
Support Documents
2019 KLM Fee Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Associate</td>
<td>$160.00</td>
</tr>
<tr>
<td>Engineering</td>
<td>$185.00</td>
</tr>
<tr>
<td>Project Manager/Supervisor</td>
<td>$130.00</td>
</tr>
<tr>
<td>Field Inspectors – CWI/NACE</td>
<td>$120.00</td>
</tr>
<tr>
<td>Field Inspectors – NACE I &amp; II</td>
<td>$120.00</td>
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<tr>
<td>Drafting</td>
<td>$85.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

* Per Client needs, customized pricing is provided based on the total project requirements and time frame.

Reimbursable Expenses

The following expenses are reimbursable to KLM Engineering Inc.:

1. Travel time billed at the labor rates listed above or as contracted.
2. Vehicle mileage billed at $0.85 per mile. KLM onsite vehicle/trailer will be charged at $35.00 per day.
3. Daily Per Diem billed at $175.00 per calendar day or as contracted.
4. Projected related expenses such as onsite rental equipment and sub-contractor or sub-consultants billed at actual cost plus 5%.
5. Production supplies, duplicating, and delivery expenses will be billed at the actual costs incurred, no mark-up.
6. Cell Phone charges will be billed at $20.00 per week.

*Reimbursable expenses are included in construction observation not to exceed cost.
1. **BASIC SERVICES.** The scope of KLM's work is described in the attached proposal or contract agreement and may not be expanded or reduced except by mutual agreement in writing.

2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a duly executed change order or purchase order outlining the scope of additional work on services.

3. **OWNER'S RESPONSIBILITIES.** OWNER shall fully disclose to KLM its knowledge of the condition of the structure and its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on OWNER'S behalf regarding the project. If necessary, shall clean and make the structure safe for entry; shall furnish the service of other consultants (including engineers, insurance consultants, accountants, attorneys, etc.) when those services are reasonable required or are reasonably requested by KLM; shall test for pollution and hazardous materials when required by law or requested by KLM; and shall provide all necessary permits and other authorization.

4. **SAFETY.** KLM shall only be responsible for safety of KLM personnel at the work site. The Owner or other persons shall be responsible for the safety of all other persons at the site. Owner shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of the work, such materials, or conditions are discovered, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate services. Owner agrees to be responsible for payment of such additional protection costs. Upon such discovery, KLM agrees to immediately notify the Owner in writing, of the hazardous materials or unsafe conditions.

5. **HAZARDOUS MATERIALS.** Unless agreed in the scope of work KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, OWNER shall defend and indemnify KLM and its employees from all claims, including costs and attorney fees, arising out of the presence of hazardous materials on the job site.

6. **SITE ACCESS AND RESTORATION.** Owner will furnish KLM safe and legal site access. It is understood by Owner that in the normal course of work, some damage to the site or materials may occur. KLM will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Owner, unless agreed to in the scope of work.

7. **STANDARD OF CARE.** KLM will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in the geographic area, and under similar budgetary constraints. No other warranty is implied or intended.

8. **SCHEDULING.** Prior to scheduling the OWNER shall furnish a written purchase order or request for the services required and shall give as much notice as possible in advance of the time when the services are desired. Our ability to respond to such an order will depend upon the amount of advance notice provided. If an inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the work site, then the OWNER shall be billed, according to the TERMS AND CONDITIONS, for costs incurred by KLM.

9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance and will provide OWNER with a certificate of insurance upon owner's request.
10. PAYMENT, INTEREST AND BREACH. KLM will submit itemized monthly or other periodic invoices for work previously performed. Invoices are due upon receipt. OWNER will inform KLM of invoice questions or disagreements within 15 days of invoice date, unless so informed, invoices are deemed correct. OWNER shall make payment within 30 days after receiving each statement, and overdue payments will bear interest at 1.5 percent per month if OWNER is a business entity and at the legal rate of interest of the state in which the project is located if OWNER is a consumer. If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, KLM may, at its sole option, suspend all duties to the Owner or other persons, without liability. Owner will pay all KLM collection expenses and attorney fees relating to past due fees, which the Owner owes under this agreement.

11. MUTUAL INDEMNIFICATION. Except as to matters actually covered by insurance purchased by KLM. KLM agrees to hold harmless and indemnify OWNER from and against liability arising out of KLM's negligent performance of the work, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to in writing. Except as to matters actually covered by insurance purchased by OWNER, OWNER agrees to hold harmless and indemnify KLM from and against liability arising out of OWNER'S negligent conduct, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to.

12. LIMITATION OF LIABILITY. OWNER agrees to limit KLM's liability to OWNER arising from professional acts, errors or omissions, such that the total aggregate liability of KLM does not exceed KLM's project fees except as to matters actually covered by insurance purchased by KLM.

13. DELAYS. If KLM work delays are caused by Owner, work of others, strikes, natural causes, weather, or other items beyond KLM's control, a reasonable time extension for performance of work shall be granted, and KLM shall receive an equitable fee adjustment.

14. TERMINATION. After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the OWNER shall pay for all work performed, including demobilization and reporting costs to complete the file project and reports to OWNER.

15. SEVERABILITY. Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, OWNER and KLM will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

16. KLM'S DOCUMENTS. All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services to OWNER for use only for the project, and KLM retains all ownership of said documents regardless of whether the project is completed. OWNER may retain copies for reference in connection with the use and occupancy of the project; but KLM does not represent that the documents are suitable for reuse on extension of the project or on other projects. OWNER and others shall not use the documents on other projects or extensions of this project except by KLM's written agreement. OWNER will defend and indemnify KLM from all claims or losses arising out of the unauthorized use of the documents.

17. ARBITRATION. Any controversy or claim for money damages arising out of or relating to the making or performance or interpretation of this AGREEMENT, or the breach of this AGREEMENT, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three arbitrators, at least one of who is a structural engineer; and the panel may award only money damages and shall not award equitable relief. Judgment upon the arbitration award may be entered in any court having jurisdiction of the parties. The enforceability of these arbitration provision and arbitration awards will be governed by the Federal Arbitration Act.
18. ARBITRATION FEES. The prevailing party to any dispute arising out of this AGREEMENT shall be entitled to recover its reasonable fees and costs from the other party.

19. JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO. During the term of this contract and thereafter, KLM has permission to take still photographs or video of the site for training, documentation, education or promotional purposes. A signed agreement constitutes the Owner’s written permission to use the photographic image or video in the manner described herein. The only identifiable information to be used by KLM will be the Owner’s name as displayed on the image. Acceptance of these terms and conditions is considered a legal release by the Owner allowing KLM to use of photographic images as described herein.
City of Little Falls, Minnesota
1 Million-Gallon West Side Tower
September 26, 2019

Mr. Greg Kimman, P.E.
City Engineer/ Public Works Director
City of Little Falls
100 7th Avenue NE
Little Falls, MN 56345

Dear Mr. Kimman:

Thank you for the opportunity to submit this proposal to provide engineering and inspection services during the rehabilitation of the 1 million-gallon West Side Tower in Little Falls, Minnesota.

KLM has a staff with the most credentials associated with AWS welding and NACE coating inspections of water storage tanks in the five-state area. KLM’s in-house engineering staff exemplifies the “Rules of Professional Conduct” as described in chapter 1805 by the Board of Engineering. Our structural engineering department ensures your project will be completed according to the project specifications, AWWA and OSHA codes, and standards.

When it comes to quality inspections on water towers, KLM sets the standard that other companies try to duplicate. Our dedication to quality gained national attention a second year in a row with two of our tower projects being recognized as runner up for the 2018 Tnemec Tank of the Year. Both towers are featured in the 2019 Tnemec calendar.

City of Moorhead, Minnesota
Old Towne Arvada, Colorado

(picture courtesy of Tnemec Company)
KLM’s personnel have been working on water towers since the 1970s. We have tanks that were constructed and painted in the mid-1980s that are just coming up on their first reconditioning. KLM anticipates the tower’s coating systems will be in service 20-plus years. This is due to KLM professionals trained to perform proper inspections and holding contractors accountable for quality workmanship.

Our inspections are performed by a professional staff with current and proper credentials. Our inspectors who, work directly under our Structural Engineer and Project Supervisor are certified as both NACE and AWS inspectors. Each employee takes ownership of their project. Our professional staff has a combined 150 years of experience and have successfully completed over 500 rehabilitations of water towers of various sizes. The KLM staff is fluent in the current codes and standards for new and reconditioned water tower projects.

KLM inspectors climb the towers daily to accept or reject the workmanship of the day. The main reason owners hire a professional consultant is to protect the owner’s investment. The average tank without a professional inspection usually needs to be repaired after fifteen years compared to KLM projects, which are lasting 20 or more years.

No firm receives respect from tank contractors and subcontractors like KLM. Our role is to provide quality assurance and enforce the specification. KLM is very thorough with our documentation of what and how the work is being performed each day. KLM’s reputation of quality is second to none. We stand behind every project we work on.

KLM welcomes the opportunity to interview with City staff to explain our proposal in detail and why KLM is the team of choice when it comes to reconditioning water towers. We have the largest team of employees dedicated to providing the inspection services required to maximize the coatings life to 20-30 years. Please reference our team chart.

KLM would like to assist you with our expertise on quality control which will make this a successful project for many years to come. By selecting KLM, you can be assured that the project will be completed to your satisfaction.

We look forward to working with you.

Sincerely,

Dewey Prinzing
VP of Business Development
Phone: 651-773-5111
Fax: 651-773-5222
Email: dprinzing@klmengineering.com

KLM ENGINEERING, INC.
Dewey Prinzing
VP of Business Development
Phone: 651-773-5111
Fax: 651-773-5222
Email: dprinzing@klmengineering.com
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DISCLAIMER:
The information in this proposal is confidential, may be legally privileged, and is intended for the sole use of the City of Little Falls. Access to this proposal by another company is not permitted. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or committed in reliance on it is prohibited.
Proposal
Project Understanding

KLM Understands the City of Little Falls is planning on rehabilitating the 1,000,000-gallon West Side Water Tower in 2020.

The West Side Tower was constructed in 1972 and repainted in 1997. The coatings have protected the substrate of the tower over the last 22 years. The current coatings are no longer considered repairable and need to be completely removed and replaced to protect the structure for continued service.

Key project team members were brought together to review the 2019 KLM evaluation report and records maintained by KLM to prepare the outline of services required to bring the tower up to current AWWA standards and Minnesota Department of Health and OSHA codes.

Benefits to the City of Little Falls

- Today’s protective coating systems are designed to last 20-30 years with only minor maintenance. Tight project specifications and inspections give the coating systems the opportunity to realize their intended service life.

- **By hiring KLM’s project team, you are getting the latest coating system and the most experienced and qualified inspection team, ensuring the coatings will last the full intended life cycle of 20 to 30 years, saving the city 1-2 reconditioning cycles over the course of 100 years.**

- KLM proposes to prepare a specification package specifically designed for water tower reconditioning. Our experience has shown that the more comprehensive the specification is, the more likely it is that the project is completed on time, on budget, with quality workmanship. The KLM specifications will mitigate requests for change orders during reconditioning.

- Welding and NACE Coating Inspections during reconditioning assures that the work performed by the contractor is in conformance with the specifications, as to maximize its life expectancy. KLM’s inspectors monitor workmanship during all phases of work to verify the contractor’s work meets the specification. Utilizing this process, maintenance costs will be reduced by decreasing the number of reconditioning cycles over the life of the tank.

- Our project administration and inspection services provide a buffer between the project specifications and the real-world challenges that can negatively affect project performance. To initiate the project correctly, KLM’s project management assures that a qualified contractor is retained at an appropriate cost.
KLM Work Plan

Upon execution of a contract, KLM proposes the following schedule to perform the work:

City of Little Falls council approval:
1. Preliminary Specifications
   Completed by November 2019
2. Design Services
   Completed by December 2019
3. Construction Management and Inspection Services
   Completed in 2020 Construction Season
4. Warranty Inspection
   ROV completed per contract

Design

KLM will also perform at a minimum, the following related specification services:
- Meet with the owner to review plans and specifications.
- Produce (1) preliminary and two (2) completed copies of the specifications for the owner.
- Provide an updated cost estimate
- Advertise specifications on Minneapolis Builders’ Exchange or Quest CDN
- Attend and facilitate a mandatory pre-bid meeting
- Issue specification to bidders and respond (in writing) to bidder questions
- Attend bid opening and tabulate results at Owner’s facility
- Evaluate contractors’ bid proposals for conformance to the specification
- Recommend (in writing) to Owner the low, qualified bidder(s)
- Prepare Notice of Award and contract Agreement (forward to Owner)

Specifications

Project Requirements
This section includes the City’s requirements, complete description of the project, project schedule, execution of contract documents; notice to proceed, project meetings and quality assurance.

Scope of Work: Project Specifications
The project specifications will include:
Advertisements for Bids
This section provides a detailed description of the project and meets the requirements for legal advertisements.

Instruction to Bidders
This section provides precise instructions to bidders including the scope of work, insurance, payments, time of completion, bidder qualifications, taxes and permits, legal requirements, performance and payment bonds and other important project information.
Bid Forms
This section contains the bid proposals; construction time frame alternate bid proposals, legal requirements, and the bidder and subcontractor qualification forms.

Project Requirements
This section includes a complete description of the project, project schedule(s), execution of contract documents; notice to proceed, project meetings, quality assurance, liquidated damages, and legal and technical requirements for executing the scope of work.

Technical Specifications
This section details the technical specifications for structural modifications, surface repairs, interior and exterior surface preparation, exterior abrasive blast containment, disposal of spent abrasives, dehumidification, lettering and logo, submittals, workmanship, unfavorable weather conditions, surface coating and material, repair work, health and sanitary facilities, clean up, ventilation and safety requirements, superintendent, inspection of work, sterilization of tank interiors, and containment plan.

Supplemental Conditions
This section supplements or amends the General Conditions and/or other provisions of the Contract Documents.

General Conditions
This section includes all the General Conditions designed for water tank reconditioning, such as authority of the Engineer, engineering inspection, modifications, additions and subtractions of scope of work, extensions of time, insurance and other appropriate items.

Contract Documents
This section provides the form of agreement to be used between the Owner and Contractor.

Payment and Performance Bond
As of July 31, 1994, Minnesota State Law requires separate bonds for payment and performance.

Appendix A: Photos
This section includes copies of color photographs. This provides the contractor with a clear perspective of the interior/exterior conditions of the tank, and the scope of work involved.

Appendix B: Drawings
This section includes drawings, which define structural repairs or modifications and welding definitions.
Appendix C: Surface Preparation Requirements
This section references excerpts from NACE Standard Practice SP0178-2007
Standard Practice: Design, Fabrication, and Surface Finish Practices for Tanks
and Vessels to Be Lined for Immersion Services for defining welding and grinding
requirements of the structural repair or modifications.

Appendix D: Pain Chip Lead Test Results
This section contains paint chip test results for lead and chromium used to
calculate the risk factor and classification of containment required for
conformance with Federal and State Environmental Regulations.

Appendix E: Lettering and Logo (optional)
If required, this section includes drawings of any required lettering and logo.

Inspection Oversight
KLM knows and understands steel structures and water storage tanks. Eighty percent
(80%) of coating failures can be traced back to surface preparation with additional
failure mechanisms caused by weather conditions, improper coating mixing, and
application. To ensure a project is completed correctly and safeguard against premature
coating failures, we will provide an inspector during blasting and coatings operations.
The inspector assigned to this project will be a NACE Coating Inspector and/or AWS
Certified Welding Inspector.

Construction Services

Construction Administration
The project manager and project supervisor work together on managing the project. The
project supervisor does the initial review of the submittals and communicates with the
inspector daily to help enforce the project specifications as necessary. The supervisor is
the main contact between the contractor representative and the Owner. The manager
does the final review of the submittals and will assist the supervisor as required.

Construction management consists of the following:

- Attend and facilitate preconstruction conference
- Removal of cellular equipment
- Periodically perform on-site review of project’s work status and report to the owner
- Coordinate progress meetings as necessary
- Review of meeting minutes
- Review and approve of the contractor’s submittals:
  1. Drawing reviews
  2. Welder Certifications
  3. Welder Qualifications
  4. Scheduling of inspections
  5. Project close out administration
  6. Establishes warranty date
  7. Review of inspector’s daily documentation
  8. Process change orders
  9. Prepare monthly payment request forms
  10. Review of meeting minutes
  11. 1. Drawing reviews
  12. 2. Welder Certifications
  13. 3. Welder Qualifications
  14. 4. Welding Procedures
  15. 5. Coating Materials Submittal
  16. 6. TLCP Sampling Plan
Construction Observation

The inspector assigned to this project will be a NACE Coating Inspector and/or AWS Certified Welding Inspector. All our inspectors have extensive practical experience and knowledge of water storage tank reconditioning. They are experienced sandblasters, painters, climbers, riggers, coating inspectors, welders and welding inspectors which allow the inspector to perform inspections alongside the contractor to ensure conformance to the project specification.

At a minimum, the field inspections will include the following:

- A preconstruction meeting with the client and contractor to clearly define the role of the Engineer and Inspector, to discuss the intent of the specifications, and to ensure all parties agree to the scope of work and expectations regarding the quality of work.
- Monitor and approval of the structural repairs and modifications for conformance to the specifications.
- Inspection of the abrasive blasting media and equipment for conformance to the specifications and to prevent contamination of surfaces during surface preparation with moisture and oil or other contaminants.
- Monitor the paint removal and disposal process for conformance to the specifications and environmental regulations.
- Monitor the contractors mixing and application of the coatings for conformance to the specifications and the coating manufacturer’s recommendations.
- Approve surface preparation samples.
- Record the contractor’s progress for adherence to the construction schedule.
- Submit daily and weekly inspection reports. Prepare and file copies of the reports on construction activities.
- Coordinate and review testing of materials for conformance to the specification and environmental regulations.
- Monitor punch list items and subsequent corrective action by the contractor.
- Final inspection, substantial completion, and project acceptance.

Antenna Inspection

KLM recommends the owner establish an escrow account from the tenant(s) (telecom carrier(s)) for any engineering and inspection related work on this project. KLM recommends $9,500.00 per carrier and $3,500.00 for any city antennas.

Warranty Inspection

KLM proposes to perform an ROV warranty inspection on the referenced tanks prior to the expiration of the performance bonded two (2) year warranty. The warranty inspection will include an inspection report. Prior to the warranty expiration, KLM will request verification to proceed with the warranty inspection under the terms of this contract. The fixed fee does not include any necessary warranty repair work required.
Deliverables

The City of Little Falls owns and retains this documentation. KLM also retains these records for future reference. Deliverables submitted electronically unless indicated hard copy.

- Professional Engineering
  Certified plans and specifications
- State Regulatory documentation
  including permitting, MN Department of Health, TCLP Testing and Waste Tracking
- As-Built drawings
- Contractor Submittals
- Daily Logs & Weather Logs
- Surface Preparation
- Daily Digital Photos
- Weekly Summary & Progress Meeting
- Project Acceptance Certificate
- Warranty Inspection Report (1-owner & 1-contractor)

Summary of Findings

The West Side Tower is in need of recondition. KLM recommends performing the reconditioning in 1-2 years.

Proposal Summary

KLM Engineering estimates this to be a 14-week schedule for the project. KLM will manage the water tower rehabilitation with comprehensive specifications, engineering, project management, welding inspection, coating inspection, antenna inspection and an ROV warranty inspection as detailed below.

Fee Summary for West Side Tower

1. Design Services Fixed $15,000.00
2. Construction Management & Observation Hourly not to Exceed $95,596.00

Total Estimated KLM Fees $110,596.00

3. Warranty Inspection West Side Tower 2022 Fixed $3,100.00
4. Antenna Inspections Per Carrier $9,500.00

Why Use KLM

KLM is the leader in water tower reconditioning of towers of 1,000,000 gallons or greater in Minnesota. KLM Engineering, Inc. has been evaluating and reconditioning water towers for over 20 years and has intimate knowledge of the City of Little Falls’ Towers dating back to 2001. Our reference list has customers including the US Military, US Steel, Indian Health Services, State of Minnesota and municipalities ranging from coast to coast and beyond- including Hawaii, Canada, and Europe.
Agreement

If the City of Little Falls finds this proposal acceptable, please sign and return by mail, fax, or email. We can begin work immediately once a contract has been executed based on the project work schedule.

This agreement, between the City of Little Falls and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

__________________________________________
City of Little Falls, Minnesota

(Name) (Title)

__________________________________________
Woodbury, Minnesota

(Date)

VP of Bus. Development
(Name) (Title)

September 26, 2019
(Date)

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Dewey Prinzing
VP of Business Development
Phone: 651-773-5111
Fax: 651-773-5222
Email: dprinzing@klmengineering.com
Project Team
** All inspectors work directly under a Professional Engineer and a NACE Certified Project Supervisor **
PROJECT TEAM

To provide a combination of client satisfaction and industry expertise, KLM has assembled a staff specific to the needs of our clients. The Project Team, listed in the organizational chart on the previous page, work year-round, with current projects booked into 2019 and 2020. In addition, KLM’s staff have an extensive knowledge base, specializing in water storage systems, whether it be inspection, recondition, coatings, new tank or telecommunications. To ensure each project is held to the highest of standards, our team consists of a Professional Engineer and certified inspectors by the National Association of Corrosion Engineers (NACE) and American Welding Society (AWS). Further details on the expertise of KLM’s project team can be found in the preceding pages.

SHAWN MULHERN- PRESIDENT/ CEO/ PRINCIPAL OWNER

Mr. Mulhern has been inspecting, testing and evaluating water towers for over 36 years. He has been involved in the inspection of over 300 elevated water towers, ground storage reservoirs, and industrial tanks of sizes ranging from 50,000 gallons to 120 million gallons. Shawn is a NACE Level III Certified Coatings Inspector and an American Welding Society (AWS) Associate Welding Inspector. He is also an avid volunteer and educational presenter nation-wide.

EXPERIENCE & EDUCATION

- American Water Works Association
- American Welding Society
- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- 2018 AWWA Benjamin G. Mason Award of Excellence
- AEC Engineering, Inc. | Coating Systems Supervisor
- Neumann Company Contractors, Inc. | Journeyman Painter
- NACE Successful Coating & Lining of Concrete
- Supervisory Leadership | Wilson Learning
- 3M Safety Training Program
- Tnemec Protective Services Seminar
- Industrial Technology | UW-Stout
- NACE III Inspector | No. 1293
- AWS- Welding Inspector No. 89040022
- OSHA Lead Abatement
- NDE Level II TU, PT, MT and vacuum box

RODNEY ELLIS- VICE PRESIDENT/ COO/ PRINCIPAL OWNER

Mr. Ellis has extensive experience working with a wide range of municipalities, military and industrial facilities. He has worked on hundreds of water storage reservoirs, lead abatement projects, industrial tank reconditioning projects, water treatment plants, and bridges over the past 29 years. Rodney is a NACE Level III Certified Coatings Inspector, and an AWS Certified Welding Inspector. Rodney offers significant benefits to clients because of his work with all types of contractors on many types of complex projects.

EXPERIENCE & EDUCATION

- American Welding Society
- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- AEC Engineering, Inc. | NACE Coatings Inspector
- Neumann Company Contractors, Inc. | Industrial Sandblaster & Painter
- Mount Scenario College
- NACE III Inspector | No. 1686
- AWS- Welding Inspector No. 95040714
- API 653 | Above ground storage tank inspection
- NDE Level II TU, PT, MT and vacuum box
- OSHA 10
JERRY TELL, P.E.- STRUCTURAL ENGINEER

Mr. Tell is a registered Professional Structural Engineer who has held licenses in multiple states. Jerry has a strong background in: structural design of plate structures including heavy lift cranes, water filtration tanks, bulk material silos/ bins and elevated structures. Jerry brings to KLM experience in engineering management with an emphasis on multi-million-dollar projects. Jerry offers KLM clients a dedication to quality workmanship and extensive skill sets in structural analysis and designs.

EXPERIENCE & EDUCATION

- AmClyde Engineered Products | Structural Engineer
- University of Minnesota | Bachelor of Science- Civil Engineering
- Minnesota License | No. 15524
- South Dakota License | No. 13466
- Wisconsin License | No. 25409-6

BEN FELDMAN, P.E.- CIVIL ENGINEER

Mr. Feldman has worked in both the private and public sector starting out his career as an engineer and project manager with the Midwest leader in design of state-of-the-art municipal facilities and other complexes. Ben’s project experience ranges from treatment plants, pump stations to distribution studies and maintenance plans. He is also an active member of Minnesota section of AWWA as Board Security-Treasurer for over four years. Ben provides KLM’s clients with creative, cost-effective solutions, exceptional service, and a level of quality as if it were his own.

EXPERIENCE & EDUCATION

- American Water Works Association
- MN-AWWA Young Professionals
- St. Paul Regional Water Services | Civil III
- SRF Consulting Group, Inc. | Field Engineer
- Anderson-Johnson Associates, Inc. | Project Manager
- University of Minnesota | Bachelor of Science- Civil Engineering
- Minnesota License | No. 49598
- OSHA 10

SCOTT KRIESE- PROJECT FIELD SUPERVISOR

Mr. Kriese is a NACE Level III Certified Coatings Inspector with fourteen years of experience on projects including surface preparation, coating application, and inspection services during reconditioning, new tank construction, and structural repairs on water storage tanks and towers. Scott is currently a Project Field Supervisor overseeing NACE inspectors who are performing daily inspections of new and reconditioned water storage tanks. Scott has provided resident inspection services or oversees on hundreds of potable water and fire protection tanks during his tenure at KLM.

EXPERIENCE & EDUCATION

- National Association for Corrosion Engineers
- Society for Protective Coatings
- KLM Engineering, Inc. | Project Field Supervisor
- NACE III Inspector | No. 11236
- OSHA 10
DEWEY PRINZING - VP OF BUSINESS DEVELOPMENT

Mr. Prinzing has been in the construction, inspection, testing, and evaluation industry for more than twenty years. He has been involved in the inspection of elevated water towers, ground storage reservoirs, and industrial tanks of sizes ranging from 50,000 gallons to 3 million. Dewey transitioned his knowledge as a NACE Inspector to his current role in sales. In sales, Dewey successfully assists clients with their various needs whether it be on rehabilitation, new tank construction, structural repairs, evaluations, tank cleaning, or mixing.

EXPERIENCE & EDUCATION

- National Association for Corrosion Engineers
- Society for Protective Coatings
- Water Industry Professionals
- Southwest Manufacturing, Inc. | Regional Sales Manager
- Otte Log Homes | Carpenter
- NACE I Inspector | No. 44811

MICHAEL NOVITZKI - DIRECTOR OF BUSINESS DEVELOPMENT

Mr. Novitzki has been in the sales and marketing industry for over four years. Since joining KLM, Michael has been able to utilize his skills in sales to excel in the water storage industry with a desire to assist communities of all different sizes. Michael has been involved in projects ranging from 50,000 to over one million gallons. Michael’s goal to make sure every community has a positive experience regarding their water storage tank is evident in his superior workmanship and making sure the needs of his clients are taken care. He is also a valued member of the AWWA Young Professionals and a MAC Committee liaison.

EXPERIENCE & EDUCATION

- American Water Works Association
- MN-AWWA Young Professionals
- Water Industry Professionals
- First Financial | Director of Sales & Business Development
- New York Life | Financial Advisor
- Target Corporate | Merchandise Analyst
- Holy Cross College | Bachelor of Arts & Science-Finance, Marketing & Spanish
- Series 6
- MRWA Operator Training

MICHAEL OLESEN - WI SALES MANAGER

Mr. Olesen has been in the water storage systems industry for over thirty years. His experience is drawn from involvement on projects ranging from 50,000 gallons to 2 million gallons. Michael started out managing municipal water systems and transitioned into consulting and sales, where he uses his experience to provide cost efficient solutions for his clients. Michael is an active member of many associations and the AWWA WI Section MAC Committee Chair. He is also a three-time published author.

EXPERIENCE & EDUCATION

- American Water Works Association
- WI Rural Water Association
- Water Industry Professionals
- 1998 AWWA George Warrant Fueller Award
- 1986 AWWA Leon A. Smith Award
- Utility Services Group | Water Systems Consultant
- City of Watertown, WI | Water Utility Manager
- Virginia Commonwealth University
- Elgin Community College | Associate of Science
- WI Department of Natural Resources | Operator No. 10314
TOM QUAMMEN - CENTRAL REGIONAL MANAGER

Mr. Quammen is KLM’s Central Regional Manager located in our Kansas office. He has a combined 30 years of tank/tower experience, first as a NACE and UTM inspector for a small structural engineering firm in Minneapolis, then as a Principal Tnemec Company Representative, first in MN, then CO, ID, MT, NM, UT and WY. In addition, he has knowledge of structural engineering, extensive protective coatings experience, and ACI/ICRI training. His skills and experience are an asset to KLM and our clients.

EXPERIENCE & EDUCATION

- American Water Works Association
- WI Rural Water Association
- Water Industry Professionals
- Tnemec Corporate Award

CHAD BEYER - TELECOM MANAGER

Mr. Beyer has been in the telecommunications industry for over eleven years. Chad is an experienced tower climber and project manager. Chad began his career with installation and designing of cellular equipment, allowing him to have extensive knowledge in reviewing drawings, requirements, and field inspection. He has expertise in turnkey consulting and inspection of antenna projects on water towers, monopoles, buildings, and privately-owned towers. His continued dedication to clients is visible from a project start to finish.

EXPERIENCE & EDUCATION

- Vertical Limit | Project Superintendent
- Certified Tower Climbing Safety and Rescue
- CPR and First Aid Certified

LAURIE SYLTE - FINANCE MANAGER

Mrs. Sylte has been in the finance management industry for over 20 years. Of these years, 15 are specific to water storage systems. Laurie excels in project support and budget management for tanks ranging from 25,000 to over a million gallons. She works directly with clients to ensure accounting and budget timelines are met and executed to city and/or council requirements.

EXPERIENCE & EDUCATION

- Somerset Telephone | Finance
- St. Croix Telephone | Finance
- Wisconsin Indian Technical College
References

The following list contains a hand full of projects completed by KLM in the past five years. In all, KLM averages 15-20 reconditioning projects per year. A more complete list of references can be provided upon request.

**Reconditioning Projects:**

- **Woodlawn Tower**
  500,000 Gallon Single Pedestal
  Owner/Client: Moorhead Public Service, MN
  Contact: Kristofer Knutson, 218-299-5475
  *2018 Tnemec Tank of the Year Runner-Up*

- **Skyline & Ella Ave Water Tower**
  750,000 Gallon Elevated Water Tower
  Owner: City of Great Falls, MT
  Client: AE2S
  Contact: Nathan Weisenburger, 406-217-3711

- **East Side Tower**
  500,000 Gallon Elevated Water Tower
  Owner/Client: City of Rosemount, MN
  Contact: Dick Howe, 651-322-2041

- **Tower No. 1**
  500,000 Gallon Single Pedestal
  Owner: City of Pelican Rapids, MN
  Contact: Robert Schlieman, PE (Apex), 218-844-2585

- **South Tower**
  750,000 Gallon Single Pedestal
  Owner/Client: City of Menomonie, WI
  Client: Cedar Corp
  Contact: Jeremy Hoyt, 715-232-2395

- **Mayhew Tower**
  500,000 Gallon Single Pedestal
  Owner/Client: City of Sauk Rapids, MN
  Contact: Craig Nelson, 320-258-5300

- **Lexington/ Diffley Reservoir**
  4,000,000 Gallon Ground Storage Reservoir
  Owner/Client: City of Eagan, MN
  Contact: Jon Eaton, 651-675-5215

- **West Tower- Kuehn Park Tower**
  1,500,000 Gallon Composite
  Owner/Client: City of Sioux Falls, SD
  Contact: Darin Freese, 605-373-6971

- **Zachary Tower**
  2,000,000 Gallon Toro Spheroid Tower
  Owner/Client: City of Plymouth, MN
  Contact: Kevin Mastey, 763-509-5998

- **Tower No. 1**
  50,000 Gallon Hydrocone
  Owner/Client: City of Vermillion, MN
  Contact: Marke Peine, 651-248-3108

- **Market Center/ Clock Tower**
  2,000,000 Gallon Composite
  Owner/Client: City of Eden Prairie, MN
  Contact: Rick Wahlen, 952-949-8530
  *2017 Tnemec Tank of the Year 2nd Runner-Up*

- **Tower No. 5 & Tower No. 10**
  500,000 Gallon Single Pedestal
  1 Million Gallon Composite
  Owner: City of Fargo, ND
  Contact: Troy Hall, 701-541-4180

- **Flag Avenue Reservoir**
  1,500,000 Gallon Underground Reservoir
  Owner/Client: City of St. Louis Park, MN
  Contact: Aaron Wiesen, 952-924-2673

- **North Tower**
  750,000 Gallon Hydropillar
  Owner/Client: City of Baxter, MN
  Contact: Kevin Cassady, 218-454-511

- **Randall Road Tower**
  1 Million Gallon Single Pedestal
  Owner: City of Elgin, IL
  Contact: Nora Bertram, 847-931-6744

- **Tower No. 1**
  250,000 Gallon Single Pedestal
  Owner/Client: City of Dodge Center, MN
  Contact: Mark Barwald, 507-374-2840

- **Tower No. 1**
  400,000 Gallon Single Pedestal
  Owner/Client: City of Wheaton, MN
  Contact: Kris Krenz, 320-563-4110

- **Tower No. 1**
  400,000 Gallon Single Pedestal
  Owner/Client: City of Otsego, MN
  Contact: Brad Belair, 763-441-9163

- **Tower No. 1**
  50,000 Gallon Legged Tower
  Owner/Client: USG Interiors, LLC- Red Wing, MN
  Contact: Larry Dettmer, 651-309-8020

- **North Tower**
  500,000 Gallon Double Ellipsoidal
  Owner/Client: City of Crookston, MN
  Contact: Brandon Carlson, 218-289-0273
Project Profiles

KLM has an unparalleled record of consistently delivering successful projects like yours. KLM has planned, designed, and refurbished water towers for the past twenty years. The longevity of our projects is what we are most proud of. What owners most appreciate is the return in investment KLM brings to each rehabilitation project. The following pages list projects KLM has completed, like the proposed tower for the City of Little Falls.

Reconditioning Project Profiles:

City of Eden Prairie, MN Market Center Tower
Reconditioning of: 2,000,000 Gallon Composite

Dates of Service: 2016 Reconditioning

Conditions & Services: The Market Center Tower is an iconic structure for the City, with working clocks on the main column. Given the high profile, size, and challenging location of this tower, the City Manager (Rick Wahlen) performed detailed interviews with each bidding consultant and their staff, to select the best qualified firm to provide the engineering and inspection services required by the City. As the awarded consultant, KLM provided design services, construction management, full time AWS welding and NACE coating inspections throughout the duration of the project. Rick was instrumental in the project from the beginning of pre-construction to the final walk through and close out, including personally climbing the tower regularly to confirm the project had met his standards. Given the tight confines of the jobsite, KLM conducted weekly meetings locally to update the neighboring businesses and residents as the project commenced. The project was successful, being completed on time and within budget.

*2017 Tnemec Tank of the Year 2nd Runner Up

City of Elgin, IL Randall Road Tower
Reconditioning of: 1,000,000 Gallon Single Pedestal

Dates of Service: 2016 Evaluation, 2017 Reconditioning

Conditions & Services: A project of this size combined with a short schedule may intimidate some contractors and inspection firms. With the combined efforts of a local contractor and KLM, this successful project was completed on time and within budget. Antenna relocation also played a large part of the project. The efficiency of all parties involved allowed telecommunications to operate without disruption.
City of Lino Lakes, MN Tower No. 1  
Reconditioning of: 1,000,000 Gallon Hydropillar  
**Dates of Service:** 2013 Evaluation, 2016 Reconditioning  
**Conditions & Services:** KLM performed a floatdown evaluation of Tower Number 1. KLM worked with the Utilities Supervisor on the project to provide plans and specifications. A qualified contractor was selected to perform the reconditioning of the tower. A full containment system was utilized during the project. KLM provided construction management, full time AWS, NACE inspectors, and antenna management throughout the project. A new logo was painted on two sides of the tower; choosing Tnemec Hydroflon for the topcoat on the exterior of the tower. The tower can be seen from Hwy 35W & 23.

City of Maple Grove, MN Fish Lake Tower  
Reconditioning of: 1,500,000 Gallon Hydropillar  
**Dates of Service:** 2011 Mixer, 2014 Evaluation, 2015 Reconditioning  
**Conditions & Services:** This water tower project included a pre-assessment of the conditions, including an updated engineer cost estimate. Plans and specifications were approved as well as a qualified contractor during the bid process. KLM worked with the contractor on submittals including coating selection, drawing reviews, scheduling and more. KLM’s Antenna Division worked with multiple cellular carriers to coordinate efforts of relocating cellular equipment to temporary locations during the reconditioning of the tower. KLM conducted weekly meetings on site to synchronize the efforts of the city, engineer, and contractor(s) as the project commenced. The project was successful being completed on time and within budget.
Support
Documents
## 2019 KLM Fee Schedule

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Associate</td>
<td>$160.00</td>
</tr>
<tr>
<td>Engineering</td>
<td>$185.00</td>
</tr>
<tr>
<td>Project Manager/Supervisor</td>
<td>$130.00</td>
</tr>
<tr>
<td>Field Inspectors – CWI/NACE</td>
<td>$120.00</td>
</tr>
<tr>
<td>Field Inspectors – NACE I &amp; II</td>
<td>$120.00</td>
</tr>
<tr>
<td>Drafting</td>
<td>$85.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

* Per Client needs, customized pricing is provided based on the total project requirements and time frame.

## Reimbursable Expenses

The following expenses are reimbursable to KLM Engineering Inc.:

1. Travel time billed at the labor rates listed above or as contracted.
2. Vehicle mileage billed at $0.85 per mile. KLM onsite vehicle/trailer will be charged at $35.00 per day.
3. Daily Per Diem billed at $175.00 per calendar day or as contracted.
4. Projected related expenses such as onsite rental equipment and sub-contractor or sub-consultants billed at actual cost plus 5%.
5. Production supplies, duplicating, and delivery expenses will be billed at the actual costs incurred, no mark-up.
6. Cell Phone charges will be billed at $20.00 per week.

*Reimbursable expenses are included in construction observation not to exceed cost.*
1. BASIC SERVICES. The scope of KLM's work is described in the attached proposal or contract agreement and may not be expanded or reduced except by mutual agreement in writing.

2. ADDITIONAL SERVICES. Additional work or services shall not be performed without a duly executed change order or purchase order outlining the scope of additional work on services.

3. OWNER'S RESPONSIBILITIES. OWNER shall fully disclose to KLM its knowledge of the condition of the structure and its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on OWNER'S behalf regarding the project. If necessary, shall clean and make the structure safe for entry; shall furnish the service of other consultants (including engineers, insurance consultants, accountants, attorneys, etc.) when those services are reasonably required or are reasonably requested by KLM; shall test for pollution and hazardous materials when required by law or requested by KLM; and shall provide all necessary permits and other authorization.

4. SAFETY. KLM shall only be responsible for safety of KLM personnel at the work site. The Owner or other persons shall be responsible for the safety of all other persons at the site. Owner shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of the work, such materials, or conditions are discovered, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate services. Owner agrees to be responsible for payment of such additional protection costs. Upon such discovery, KLM agrees to immediately notify the Owner in writing, of the hazardous materials or unsafe conditions.

5. HAZARDOUS MATERIALS. Unless agreed in the scope of work KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, OWNER shall defend and indemnify KLM and its employees from all claims, including costs and attorney fees, arising out of the presence of hazardous materials on the job site.

6. SITE ACCESS AND RESTORATION. Owner will furnish KLM safe and legal site access. It is understood by Owner that in the normal course of work, some damage to the site or materials may occur. KLM will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Owner, unless agreed to in the scope of work.

7. STANDARD OF CARE. KLM will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in the geographic area, and under similar budgetary constraints. No other warranty is implied or intended.

8. SCHEDULING. Prior to scheduling the OWNER shall furnish a written purchase order or request for the services required and shall give as much notice as possible in advance of the time when the services are desired. Our ability to respond to such an order will depend upon the amount of advance notice provided. If an inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the work site, then the OWNER shall be billed, according to the TERMS AND CONDITIONS, for costs incurred by KLM.

9. INSURANCE. KLM will maintain worker's compensation insurance and comprehensive general liability insurance and will provide OWNER with a certificate of insurance upon owner's request.
10. PAYMENT, INTEREST AND BREACH. KLM will submit itemized monthly or other periodic invoices for work previously performed. Invoices are due upon receipt. OWNER will inform KLM of invoice questions or disagreements within 15 days of invoice date, unless so informed, invoices are deemed correct. OWNER shall make payment within 30 days after receiving each statement, and overdue payments will bear interest at 1.5 percent per month if OWNER is a business entity and at the legal rate of interest of the state in which the project is located if OWNER is a consumer. If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, KLM may, at its sole option, suspend all duties to the Owner or other persons, without liability. Owner will pay all KLM collection expenses and attorney fees relating to past due fees, which the Owner owes under this agreement.

11. MUTUAL INDEMNIFICATION. Except as to matters actually covered by insurance purchased by KLM, KLM agrees to hold harmless and indemnify OWNER from and against liability arising out of KLM's negligent performance of the work, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to in writing. Except as to matters actually covered by insurance purchased by OWNER, OWNER agrees to hold harmless and indemnify KLM from and against liability arising out of OWNER’S negligent conduct, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to.

12. LIMITATION OF LIABILITY. OWNER agrees to limit KLM's liability to OWNER arising from professional acts, errors or omissions, such that the total aggregate liability of KLM does not exceed KLM's project fees except as to matters actually covered by insurance purchased by KLM.

13. DELAYS. If KLM work delays are caused by Owner, work of others, strikes, natural causes, weather, or other items beyond KLM's control, a reasonable time extension for performance of work shall be granted, and KLM shall receive an equitable fee adjustment.

14. TERMINATION. After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the OWNER shall pay for all work performed, including demobilization and reporting costs to complete the file project and reports to OWNER.

15. SEVERABILITY. Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, OWNER and KLM will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

16. KLM'S DOCUMENTS. All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services to OWNER for use only for the project, and KLM retains all ownership of said documents regardless of whether the project is completed. OWNER may retain copies for reference in connection with the use and occupancy of the project; but KLM does not represent that the documents are suitable for reuse on extension of the project or on other projects. OWNER and others shall not use the documents on other projects or extensions of this project except by KLM's written agreement. OWNER will defend and indemnify KLM from all claims or losses arising out of the unauthorized use of the documents.

17. ARBITRATION. Any controversy or claim for money damages arising out of or relating to the making or performance or interpretation of this AGREEMENT, or the breach of this AGREEMENT, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three arbitrators, at least one of who is a structural engineer; and the panel may award only money damages and shall not award equitable relief. Judgment upon the arbitration award may be entered in any court having jurisdiction of the parties. The enforceability of these arbitration provision and arbitration awards will be governed by the Federal Arbitration Act.
18. ARBITRATION FEES. The prevailing party to any dispute arising out of this AGREEMENT shall be entitled to recover its reasonable fees and costs from the other party.

19. JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO. During the term of this contract and thereafter, KLM has permission to take still photographs or video of the site for training, documentation, education or promotional purposes. A signed agreement constitutes the Owner’s written permission to use the photographic image or video in the manner described herein. The only identifiable information to be used by KLM will be the Owner’s name as displayed on the image. Acceptance of these terms and conditions is considered a legal release by the Owner allowing KLM to use of photographic images as described herein.
September 30, 2019

RE: West Side and East Side Water Towers Rehabilitation
City of Little Falls, Minnesota
SEH No. P-LITT 152683 14.00

Greg Kimman
City Engineer/Public Works Director
100 7th Avenue NE
Little Falls, MN 56345

Dear Greg:

As per your request, the City of Little Falls is in need of full-service design, inspection and contract administration services for the reconditioning of the City’s West Side and East Side water storage towers located at 203 9th Street NW and North 16th Street, respectively. Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit a proposal for providing these services. This proposal includes our scope of services; including project approach, schedule, project personnel, relevant experience and references, performance, project fees, and benefits to the City.

Our team’s many advantages include extensive water tank construction and coatings inspection experience throughout the Midwest, as well as being one of the few Minnesota engineering consultants with an in-house protective coatings management staff, including personnel with prior contractor field and office work experience. This expertise has translated into numerous awards from the American Council of Engineering Companies (ACEC), related to water tower reconditioning.

PROJECT UNDERSTANDING

SEH has reviewed the evaluations of each facility as completed by KLM Engineering, Inc., July 2019, as well as reviewed the previous evaluation report as provided by SEH in 2012. In addition, discussions with the City have been conducted to determine the City’s directives in relation to the maintenance and long-term service of these facilities. The evaluations and discussions with the City were used to determine the approach for this project to meet the City’s scope. After reviewing the provided information and recommendations, we understand your project expectations, the work required for these facilities, and the staffing and scheduling needs necessary for a successful project outcome.

PROJECT TEAM

All proposed services will be completed by SEH with our own personnel. Dan Zienty will be the Project Manager for this City of Little Falls project and is a NACE Certified Coating Inspector – Level 3. With a career in protective coatings and telecommunications in excess of 20 years, Dan brings experience specializing in project management involving protective coatings and rehabilitation projects. This experience assists with contractor scheduling and logistics, foresight of project complications to reduce or eliminate potential change orders prior to the bid phase and contract work, and the level of critical inspection required to successfully complete a project while providing value to the owner in the reduction of overall cost. Chad Katzenberger, PE, will serve as project engineer and has more than 12 years of experience in water distribution planning and specification development for water storage reconditioning.
With respect to project inspection, SEH will provide the City with NACE Certified inspection working under the direct supervision of the project manager. SEH staff has training to be working under the direct supervision of a structural engineer or Certified Welding Inspector (CWI), as applicable to the final project scope.

Additional team members include coatings expert Joe Cesarek with more than 40 years of protective coatings experience.

**PROJECT APPROACH**

SEH will work directly with City staff to implement the recommendations required to recondition these facilities. The scope of work, based upon the evaluation reports and review with the City, incorporates a two (2) water tower project to be completed during the 2020 Construction Season including:

- **West Side 1,000,000 Gallon Elevated Legged Water Tower**
  - **Exterior Repairs and Modifications**
    - Replacement of the Roof Vent with an AWWA frost-free pallet style vent
    - Installation of one (1) additional roof vent to comply with OSHA confined space guidelines
    - Cleanout the overflow piping and replace the screen
    - Replace all manway gaskets and hardware
    - Provide new locks on roof hatches
    - Repair loose, cracked, and spalled grout at the base plate
    - Consideration made for replacement of the roof handrail system to accommodate existing/future telecommunications equipment
    - Consideration made for the requirement of an FAA obstruction/aviation light – If required, recommendation will be made for installation of an LED style obstruction/aviation light on the roof handrail system
    - Consideration for hand holds/fall arrest anchor point(s)
  - **Interior Repairs and Modifications**
    - Verify consideration for drywell tube modification including engineering. *Note – Previous rehabilitation completed in 1996 included complete coating system removal and replacement inclusive of a containment system without detriment to the structure. Based on past history of this facility, SEH does not agree with the KLM report where this modification is required*
    - Verify consideration for OSHA/AWWA standards/regulations regarding the existing platform, ladders, and/or handrails regarding the crow’s nest
    - Seal gaps in lapped plates, openings, and roof penetrations with elastomeric caulking
    - Grinding of surface imperfections below the high water line
    - Recommendation for removal of existing ladder cages as this is no longer an approved OSHA fall protection means. In addition, ladder cages provide additional maintenance required within the facility related to coating rehabilitation
    - Verify consideration for ladder clearance within the base of the tower (OSHA requirement of 7 inches)
    - Install cable style safety climb systems on interior wet and interior dry ladder systems (include 2 new harnesses and attachments)
    - Removal of the existing cathodic protection system
    - Verify requirement of a replacement 100 Amp electrical service (This may not be required due to removal of the Cathodic Protection system)
    - *Note – Inclusion of a submersible mixing system is not required based on discussion with the City and historical operation of the tower where icing nor stagnant water have not previously been problematic due to overturn of the facility*
    - Replacement of riser piping insulation and jacketing
- Verify consideration for replacement of the existing expansion joint within the tower
- Verify consideration for telecommunications modifications/repairs (cooperatively within lease/tenant agreements)

Coating Rehabilitation
- Complete removal and replacement of the tank exterior coating system including erection of a containment system for environmental protection and application of a three coat zinc/epoxy/urethane coating system. Note – Due to northern climate with reduced ultraviolet exposure from sunlight, SEH recommends a urethane finish coat to reduce overall cost to the project as UV and color retention are less susceptible to degradation due to the light finish color. This will remove costs related to additional materials and an additional finish coat to the exterior surfaces.
- Installation of exterior logos (In-Kind) with a fluoropolymer coating system
- Complete rehabilitation of the interior immersion (wet) surfaces of the tank. Interior wet rehabilitation includes abrasive cleaning to meet an SSPC SP-10 Near White, to be followed by a three-coat application of a zinc/epoxy-polyamide coating system meeting ANSI/NSF standard 61. SEH recommends inclusion of a dehumidification system during this phase of rehabilitation to facilitate installation of a monolithic coating system.
- Interior dry rehabilitation is inclusive of all surfaces. Surface areas should be blasted to an SSPC SP-6 “Commercial Blast,” followed by a zinc prime coat and two coats of a compatible epoxy-polyamide system. Where surfaces require an insulated system to protect against freezing, a polyurethane foam should be installed.

East Side 1,000,000 Gallon Composite Water Tower
- Exterior Repairs and Modifications
  - Replace roof manway cover to comply with AWWA guidelines
  - Installation of one (1) additional roof vent to comply with OSHA confined space guidelines
  - Cleanout the overflow piping and replace the screen
  - Replace all manway gaskets and hardware
  - Provide new locks on roof hatches
  - Repair loose, cracked, and spalled grout at the base plate
  - Consideration made for replacement of the roof handrail system to accommodate existing/future telecommunications equipment
  - Consideration made for the requirement of an FAA obstruction/aviation light – If required, recommendation will be made for installation of an LED style obstruction/aviation light on the roof handrail system
  - Consideration for hand holds/fall arrest anchor point(s)

- Interior Repairs and Modifications
  - Remove the existing TideFlex mixing system during rehabilitation and reinstall upon completion
  - Seal gaps in lapped plates, openings, and roof penetrations with elastomeric caulking
  - Grinding of surface imperfections below the high water line
  - Note – Inclusion of a submersible mixing system is not required based on existing TideFlex mixing system and discussion with the City and historical operation of the tower where icing nor stagnant water have not previously been problematic due to overturn of the facility

- Coating Rehabilitation
  - Complete removal and replacement of the tank exterior coating system including erection of a containment system for environmental protection and application of a three coat zinc/epoxy/urethane coating system. Note – Due to northern climate with reduced ultraviolet exposure from sunlight, SEH recommends a urethane finish coat to reduce overall cost to the project as UV and color retention are less susceptible to...
degradation due to the light finish color. This will remove costs related to additional materials and an additional finish coat to the exterior surfaces.

- Installation of exterior logos (In-Kind) with a fluoropolymer coating system
- Aggressive overcoat rehabilitation of the interior immersion (wet) surfaces of the tank is recommended. Interior wet rehabilitation includes spot abrasive cleaning of all failed areas to meet an SSPC SP-10 Near White, to be followed by a complete abrasive blast cleaning to meet an SSPC SP-7 Brush Blast to create an anchor profile to promote adhesion. Surface preparation should be followed by a spot prime coat with complete second coat application of an epoxy-polyamide coating system meeting ANSI/NSF standard 61. SEH recommends inclusion of a dehumidification system during this phase of rehabilitation to facilitate installation of a monolithic coating system.
- Interior dry rehabilitation is inclusive of all painted surfaces. Surface areas should be blasted to an SSPC SP-6 “Commercial Blast,” followed by a zinc prime coat and two coats of a compatible epoxy-polyamide system.

SEH is well aware of the costs in completing a reconditioning project, both through on-going reconditioning projects within the region and through our project manager’s past work experience. Today’s coating systems are formulated to last 15 to 20 years with periodic maintenance. The success of the project starts with attention to the initial preparation of the surface and application of the coating system, which is why inspection of the work becomes so important. Based upon the scope of work, the project duration to Substantial Completion is twenty-two (22) weeks. This schedule will fall within a single Construction Season with the intent to overlap rehabilitation services of the two facilities while maintaining one facility in service at any given time to omit out-of-service time to the City’s water system. West Side tower substantial completion is fourteen (14) weeks and East Side tower substantial completion is ten (10) weeks. SEH will further incorporate into the specifications project sequencing to an environment that will allow for a monolithic application of the interior immersion coating system to promote long-term system service.

Finally, SEH will incorporate provisions into the specification requiring a two-year contractor warranty for each facility. This proposal includes services for conducting the warranty inspection.

**PROJECT SCHEDULE**

Upon your authorization, SEH is ready to proceed. The overall project schedule is based on the City’s ability to remove these facilities from service independently without detriment to its water distribution system or residents. As identified above, a formal timing of the project will be confirmed with City staff at the initiation meeting.

Aside from scheduling issues specific to demands on water distribution, ambient conditions needed for proper coating application and cure are required. Therefore, our schedule will take into consideration timing, sequencing of operations, and product selection.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant Selection</td>
<td>Week of October 7, 2019</td>
</tr>
<tr>
<td>Submit Draft Plans/Specifications for City Review</td>
<td>Week of December 2, 2019</td>
</tr>
<tr>
<td>Advertise for Bids</td>
<td>Week of January 6, 2020</td>
</tr>
<tr>
<td>Bid Opening</td>
<td>Week of February 3, 2020</td>
</tr>
<tr>
<td>Project Award</td>
<td>Week of February 17, 2020</td>
</tr>
<tr>
<td>Preconstruction Meeting</td>
<td>Week of April 20, 2020</td>
</tr>
<tr>
<td>Early Project Commencement</td>
<td>April 27, 2020</td>
</tr>
<tr>
<td>Late Project Completion</td>
<td>October 16, 2020</td>
</tr>
</tbody>
</table>

*Project schedule dates are flexible to meet the demands of the City for this facility and will be finalized based on when each facility may be taken out of service.*
SCOPE OF WORK

I. Design Services
The work tasks and deliverables for this section shall include:

- Pre-Design
  - Field Review/Engineering Evaluation of West Side Tower drywell tube modification/repair requirements
  - Meet to review recommendations with the City to determine scope
  - Establish overall project requirements and objectives related to contractor procurement and schedule

- Specifications and Contract Documents
  - Prepare contract documents, drawings, and specifications, including both general conditions (where required) and technical sections as related to facility surface preparation and coating application (Specifying systems in accordance with AWWA D102), and structural modifications.
  - Meeting (1) with City staff to review plans and specifications (Maximum 2 specification iterations)
  - Submit final contract documents to the City for review and approval (Maximum 3 copies plus electronic copies)
  - Prepare final engineer’s estimate and schedule based on the final plans
  - Provide permit application and specification to the Minnesota Department of Health
    *Permitting fee(s) reimbursed by the City of Little Falls

- Bidding Administration
  - Prepare advertisement for bid and submit to required publications
  - Provide response to bidder questions
  - Issue addenda, as applicable
  - Attend bid opening and prepare a tabulation of the bids
  - Review bids and prepare letter of award recommendation to the City Council
  - Prepare Notice of Award and Contract Agreement and forward to contractor

II. Construction Services

- Construction Observation/Inspections
  Inspection and record keeping for surface preparation and coatings will be provided by a NACE Certified Coatings Inspector. Inspection and record keeping for welding work will be conducted by a Certified Welding inspector (CWI) and/or an inspector trained to be working under the direct supervision of a structural engineer or CWI. Daily records of construction activities of both the prime contractor and their subcontractors will be kept. **SEH proposes to provide *critical inspection services for this project as outlined below, and assumes a six-day contractor work week and project duration of twenty-two (22) weeks (limited to reconditioning operations).**

  *Critical inspection places an emphasis of observation time on operations related to surface preparation and prime-coat application. Inspections outside these operations are intended to be coordinated in cooperation with contractor, or at the City’s request.
## PROPOSED INSPECTION EFFORT

<table>
<thead>
<tr>
<th>Operation</th>
<th>Week</th>
<th>Inspection Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>West Tower 1,000,000 Gallon Elevated Legged Water Tower</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobilization, Repairs/Modifications</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>Repairs/Modifications</td>
<td>2-4</td>
<td>44</td>
</tr>
<tr>
<td>Surface Preparation and Prime Coat Application</td>
<td>5-8</td>
<td>147</td>
</tr>
<tr>
<td>Intermediate Coat Application</td>
<td>9-11</td>
<td>93</td>
</tr>
<tr>
<td>Finish Coat Application</td>
<td>11-13</td>
<td>42</td>
</tr>
<tr>
<td>Site Restoration/Punch-List/Disinfection</td>
<td>14</td>
<td>12</td>
</tr>
<tr>
<td><strong>Total – West Tower</strong></td>
<td></td>
<td><strong>350</strong></td>
</tr>
</tbody>
</table>

| **East Tower 1,000,000 Gallon Composite Water Tower** |      |                  |
| Mobilization, Repairs/Modifications               | 1    | 12               |
| Repairs/Modifications                             | 2    | 16               |
| Surface Preparation and Prime Coat Application    | 3-5  | 112              |
| Intermediate Coat Application                      | 6-7  | 74               |
| Finish Coat Application                            | 8-9  | 48               |
| Site Restoration/Punch-List/Disinfection          | 10   | 12               |
| **Total – East Tower**                            |      | **274**          |

*Inspection time includes travel and reports, in addition to time spent on site.

*In circumstances where the Contractor requires additional inspection hours outside of specified working times (and/or excess of 40 hours) SEH specifications place the responsibility of additional inspection fees on the Contractor to reduce costs incurred by the City.

- During the project, SEH will perform the following tasks:
  - Inspect structural repairs and modifications for conformance to the specifications
  - Monitor field operations and testing in accordance with the specifications, manufacturer recommendations, and government regulations (IE – environmental) as related to:
    - Surface preparation materials and equipment
    - Surface preparation operations inclusive of paint removal and approval of samples
    - Coating application materials and equipment
    - Coating operations inclusive of mixing and application
  - Prepare and file copies of reports on the construction activities
  - Work directly with residents and property owners, responding to construction related issues
  - Participate in a weekly on-site meeting with City staff during active work periods and prepare a written update including applicable updating progress for public notification(s)
  - Prepare punch list at substantial completion
  - Assist the City with coordination of facility disinfection and testing (contractor initiated)
  - Prepare final inspection letter to the contractor
- Construction Administration
  - Coordinate and facilitate a pre-construction meeting and subsequent meeting minutes
  - Perform periodic on-site reviews of project work and provide status reports to the City
  - Coordinate and facilitate on-site progress meetings
- Prepare monthly pay request forms for City approval
- Prepare change orders, as required
- Prepare letter of final review and acceptance in coordination with the on-site inspector
- Review submittals and other pertinent documentation associated with the plans/specifications
  - Shop drawing review
  - Welder qualifications/certifications/procedures
  - Coating materials
  - Containment plan
  - TCLP sampling plan
  - Spent material collection and disposal

III. Final Inspection

- Final Review
  - Conduct a final project review verifying completion of punch list items with contractor
  - Prepare Engineer’s recommendation of project final completion
  - Provide City with As-Built record drawings of the project (electronic format)

IV. Warranty Inspection

The deliverables and work tasks for a two-year warranty inspection in accordance with this section of the proposed specification shall include:

- Contacting the City approximately six months prior to the expiration date to verify our proceeding with contracted operations
- Coordinating with the City and SEH (the “ROV” method is proposed for interior investigation) the schedule for the inspection
- SEH notifying the contractor of the inspection date

Upon completion, a letter will be sent to the City and the contractor informing each party of the inspection results and recommended repairs, and requesting scheduling any follow up work with the City. SEH will rely on the City for access and operation of their facility as needed for completing the above operations.

Our fee does not include any necessary inspection of warranty repairs resulting from the above Warranty assessment. The City will be billed for the Warranty inspection following submission of the SEH result letter.

PROPOSED COST OF ENGINEERING SERVICES

SEH proposes to complete the tasks identified under Design Services and Construction Services for a not-to-exceed fee of $134,500. Additional services may be provided as authorized by the City of Little Falls.
<table>
<thead>
<tr>
<th>Task</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Design and Construction Document Preparation</td>
<td>$16,400</td>
</tr>
<tr>
<td>Bidding Administration</td>
<td>$4,400</td>
</tr>
<tr>
<td>Contract Administration</td>
<td>$40,600</td>
</tr>
<tr>
<td>Construction Observation/Inspection Services</td>
<td>$67,700</td>
</tr>
<tr>
<td>Warranty Inspection – 2 Year</td>
<td>$5,400</td>
</tr>
<tr>
<td><strong>TOTAL COST</strong></td>
<td><strong>$134,500</strong></td>
</tr>
</tbody>
</table>

SEH reserves the right to submit for additional fees for services requested by the City. Further, additional change orders, as granted to the contractor, may require additional costs for administration and inspection by SEH.

**SUMMARY**

This Letter Agreement and our Professional Services Agreement shall serve as the basis of work for the project described herein. If you are in agreement with the terms, please sign two copies of this Letter Agreement with proper signatures, returning one copy to our office and keeping one copy for your files.

If you have any questions regarding this proposal or the information contained herein, please contact Dan Zienty directly at 651.490.2160. We appreciate your consideration and look forward to continuing our working relationship with the City of Little Falls.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Daniel Zienty
Project Manager | Principal

Terry Wotzka
Client Service Manager

dmk

Accepted on this ___ day of ___________________, 2019

City of Little Falls

By: ____________________________

Printed Name

Title: ____________________________
Greg Kimman

From: Dan Zienty
Sent: Wednesday, October 16, 2019 3:29 PM
To: Greg Kimman
Cc: Karen Cavett; Terry Wotzka
Subject: RE: Little Falls Water Towers - Revised

Greg,

Per your request below. Please let me know if this is acceptable at this time, or if the City requires a complete revision of the original proposal. Note the fees reflected in the table are based on the scope identified for the West Side tower in that proposal. As you can understand, it was our intention to find savings for the City by combining the two projects.

I look forward to your response back on this.

Regards,

Dan

<table>
<thead>
<tr>
<th>Task</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Design and Construction Document Preparation</td>
<td>$14,400</td>
</tr>
<tr>
<td>Bidding Administration</td>
<td>$4,400</td>
</tr>
<tr>
<td>Contract Administration</td>
<td>$25,685</td>
</tr>
<tr>
<td>Construction Observation/Inspection Services</td>
<td>$37,975</td>
</tr>
<tr>
<td>Warranty Inspection – 2 Year</td>
<td>$2,700</td>
</tr>
</tbody>
</table>

**TOTAL COST** $85,160
AGENDA ITEM

CITY COUNCIL MEETING: October 21, 2019

Special (Work Session) Agenda: ____
Consent Agenda: _____
Regular Agenda: x____

TITLE OF THE ITEM FOR CONSIDERATION: Amend Motion of September 16, 2019, Motor Grader, Ziegler, Inc.

BACKGROUND: On September 16, 2019, the City Council awarded the purchase of a 2019 Caterpillar 140 motor grader off the State bid to Ziegler in Brainerd at $280,775. You will recall, staff was looking at options for disposal of the 1995 Caterpillar 160H we are replacing.

In reviewing the options, staff would like the same options the current machine has that include a hitch plow unit to fit the Falls hitch system, and additional hydraulics for the rear wing. These additions bring the cost up by $5,400 for an updated price of $286,175.

Additionally, we were able to negotiate a trade-in value increase to what staff believed the 1995 Caterpillar was worth at $54,500.

With the added equipment of $5,400 and the trade-in of $54,500, the amended total cost for the 2019 Caterpillar 140 motor grader is $231,675.

ACTION REQUEST: The City Council amend the motion from September 16, 2019, to include the added equipment costs of $5,400 and accept the trade-in of $54,500 for the 1995 Caterpillar 160H with 6,900 hours, and authorize the purchase of a 2019 Caterpillar 140 motor grader at $231,675, from Ziegler, Inc, Brainerd, to be charged to the Equipment Fund.

BUDGETED: _ N/A  _ No  X Yes  Fund: Equipment

STAFF PERSON REQUESTING: Greg Kimman and Peter Balaski
2.0 OPERATOR STATION

<table>
<thead>
<tr>
<th>Feature</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cab with steering wheel and lever controls, heater, air conditioning, mechanical suspension seat, left and right side doors with wipers, front window wipers</td>
<td>Included</td>
</tr>
<tr>
<td>Cab, plus (includes features in 2.1 plus rear wiper, CB radio mounting, rear window screen, and two defrost fans - included in Snow Fighter Package)</td>
<td>$980</td>
</tr>
<tr>
<td>Seat, cloth air suspension - included in Snow Fighter Package</td>
<td>$1,370</td>
</tr>
<tr>
<td>Rear vision camera (115 degree color camera connected to a 7 inch LCD in cab screen - included in Snow Fighter Package)</td>
<td>$1,350</td>
</tr>
<tr>
<td>Inside rear view mirror, wide angle</td>
<td>Included</td>
</tr>
<tr>
<td>Mirrors, outside mounted</td>
<td>Included</td>
</tr>
<tr>
<td>Heated outside mirrors (includes 24 volt heating element to keep mirrors ice-free in cold weather - included in Snow Fighter Package)</td>
<td>$100</td>
</tr>
<tr>
<td>Speedometer / Tachometer</td>
<td>Included</td>
</tr>
<tr>
<td>Radio ready cab</td>
<td>Included</td>
</tr>
<tr>
<td>Radio, AM/FM, USB/Bluetooth</td>
<td>$310</td>
</tr>
<tr>
<td>Supplemental cab</td>
<td>Included</td>
</tr>
</tbody>
</table>

2.1 Cab, plus (includes features in 2.1 plus rear wiper, CB radio mounting, rear window screen, and two defrost fans - included in Snow Fighter Package) $980

2.2 Seat, cloth air suspension - included in Snow Fighter Package $1,370

2.3 Rear vision camera (115 degree color camera connected to a 7 inch LCD in cab screen - included in Snow Fighter Package) $1,350

2.4 Inside rear view mirror, wide angle Included

2.5 Mirrors, outside mounted Included

2.6 Heated outside mirrors (includes 24 volt heating element to keep mirrors ice-free in cold weather - included in Snow Fighter Package) $100

2.7 Speedometer / Tachometer Included

2.8 Radio ready cab Included

2.9 Radio, AM/FM, USB/Bluetooth $310

2.10 Supplemental cab Included

2.11 Radio, AM/FM, USB/Bluetooth Included

3.0 ENGINE/POWER TRAIN

<table>
<thead>
<tr>
<th>Feature</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Autoshift transmission (included in Snow Fighter Package)</td>
<td>$1,710</td>
</tr>
<tr>
<td>Caterpillar C9 Tier 4 final emissions compliant engine</td>
<td>Included</td>
</tr>
<tr>
<td>Fuel tank 110 gallons</td>
<td>Included</td>
</tr>
<tr>
<td>Turbo II</td>
<td>$725</td>
</tr>
<tr>
<td>Cold weather package (includes ether starting aid, extreme duty batteries (1400 CCA) and 10W hydraulic oil)</td>
<td>Included</td>
</tr>
<tr>
<td>Cold weather plus package (includes ether starting aid, cold start transmission and fan brake bypass, extreme duty batteries (1400 CCA), and 0W hydraulic oil - included in Snow Fighter Package)</td>
<td>$1,580</td>
</tr>
<tr>
<td>Extreme duty starter (provides 1000 amp starter in lieu of standard 715 amp starter - included in Snow Fighter Package)</td>
<td>$220</td>
</tr>
<tr>
<td>Engine coolant heater</td>
<td>Included</td>
</tr>
<tr>
<td>Fluid sampling ports</td>
<td>Included</td>
</tr>
<tr>
<td>Extended Life Coolant, -30F</td>
<td>Included</td>
</tr>
</tbody>
</table>

3.1 Autoshift transmission (included in Snow Fighter Package) $1,710

3.2 Caterpillar C9 Tier 4 final emissions compliant engine Included

3.3 Fuel tank 110 gallons Included

3.4 Turbo II $725

3.5 Cold weather package (includes ether starting aid, extreme duty batteries (1400 CCA) and 10W hydraulic oil) Included

3.6 Cold weather plus package (includes ether starting aid, cold start transmission and fan brake bypass, extreme duty batteries (1400 CCA), and 0W hydraulic oil - included in Snow Fighter Package) $1,580

3.7 Extreme duty starter (provides 1000 amp starter in lieu of standard 715 amp starter - included in Snow Fighter Package) $220

3.8 Engine coolant heater Included

3.9 Fluid sampling ports Included

3.10 Extended Life Coolant, -30F Included

4.0 ELECTRICAL/LIGHTS

<table>
<thead>
<tr>
<th>Feature</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>150 amp alternator, sealed</td>
<td>Included</td>
</tr>
<tr>
<td>Heavy duty, maintenance free batteries (1400 CCA)</td>
<td>Included</td>
</tr>
<tr>
<td>Halogen roading lights (provides six halogen cab roof mounted roading lights)</td>
<td>Included</td>
</tr>
<tr>
<td>LED roading lights (provides six LED cab roof mounted roading lights)</td>
<td>$670</td>
</tr>
<tr>
<td>Halogen high bar headlights with front turn signals (included in Snow Fighter Package)</td>
<td>$340</td>
</tr>
<tr>
<td>Lights, working, plus, halogen (includes lights, ripper 3 x 3, lights, work, heel 3 x 3, lights, work, midframe toe 3 x 3, and switch, work lighting - included in Snow Fighter Package)</td>
<td>$560</td>
</tr>
<tr>
<td>Lights, arm fold down (provides primary brake lights along with the backup lights, dimmer switch for road lighting, drop down stop, tail, and rear turn signals and backup lights - included in Snow Fighter Package.)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Whelen L22 LED beacon (specify blue or amber lens)</td>
<td>$750</td>
</tr>
</tbody>
</table>

4.1 150 amp alternator, sealed Included

4.2 Heavy duty, maintenance free batteries (1400 CCA) Included

4.3 Halogen roading lights (provides six halogen cab roof mounted roading lights) Included

4.4 LED roading lights (provides six LED cab roof mounted roading lights) $670

4.5 Halogen high bar headlights with front turn signals (included in Snow Fighter Package) $340

4.6 Lights, working, plus, halogen (includes lights, ripper 3 x 3, lights, work, heel 3 x 3, lights, work, midframe toe 3 x 3, and switch, work lighting - included in Snow Fighter Package) $560

4.7 Lights, arm fold down (provides primary brake lights along with the backup lights, dimmer switch for road lighting, drop down stop, tail, and rear turn signals and backup lights - included in Snow Fighter Package.) $1,000

4.8 Whelen L22 LED beacon (specify blue or amber lens) $750

5.0 TIRES/RIMS

<table>
<thead>
<tr>
<th>Feature</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Tires on 10&quot; x 24&quot; rims</td>
<td>Included</td>
</tr>
<tr>
<td>Michelin XSNOPPLUS 14.0R 24 on 10&quot; x 24&quot; multi piece rims</td>
<td>Included</td>
</tr>
<tr>
<td>Optional tires in place of 5.1 tires</td>
<td>Included</td>
</tr>
</tbody>
</table>

5.1 Standard Tires on 10" x 24" rims Included

5.2 Michelin XSNOPPLUS 14.0R 24 on 10" x 24" multi piece rims Included

5.3 Optional tires in place of 5.1 tires Included

6.0 HYDRAULICS

<table>
<thead>
<tr>
<th>Feature</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulics base + 4 (Front lift, snow wing mast, snow wing tilt with float, and ripper functions, Snow wing levers mounted left of the steering wheel - included in Snow Fighter Package)</td>
<td>$3,970</td>
</tr>
</tbody>
</table>

6.1 Hydraulics base + 4 (Front lift, snow wing mast, snow wing tilt with float, and ripper functions, Snow wing levers mounted left of the steering wheel - included in Snow Fighter Package) $3,970

7.0 MOLDBOARD/CUTTING EDGE/END BITS/CIRCLE DRIVE

<table>
<thead>
<tr>
<th>Feature</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circle Drive Slip Clutch</td>
<td>Included</td>
</tr>
<tr>
<td>Blade 12&quot; x 24&quot; x 7/8&quot;</td>
<td>Included</td>
</tr>
<tr>
<td>Blade 14&quot; x 27&quot; x 1&quot; (included in Snow Fighter Package)</td>
<td>$740</td>
</tr>
<tr>
<td>FX412 one way plow (12&quot; cutting edge, 910&quot; clearing width, 36&quot; nose height, 66&quot; discharge height)</td>
<td>$7,530</td>
</tr>
</tbody>
</table>

7.1 Circle Drive Slip Clutch Included

7.2 Blade 12" x 24" x 7/8" Included

7.3 Blade 14" x 27" x 1" (included in Snow Fighter Package) $740

7.4 FX412 one way plow (12" cutting edge, 910" clearing width, 36" nose height, 66" discharge height) $7,530
10.11  W12 snow wing with standard rear brace  $13,690

**11.0  OTHER ATTACHMENTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.1  Towing Hitch</td>
<td>Included</td>
</tr>
<tr>
<td>11.2  Tool Box</td>
<td>Included</td>
</tr>
<tr>
<td>11.3  S M V Sign</td>
<td>Included</td>
</tr>
<tr>
<td>11.4  Mounting, front lift (included in Snow Fighter Package)</td>
<td>$240</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.11  Snow wing ready package (includes Snow wing mount and Light, snow wing, right hand - included in Snow Fighter Package)</td>
<td>$1,060</td>
</tr>
<tr>
<td>11.12  One complete set of OEM air and fluid filters</td>
<td>Included</td>
</tr>
<tr>
<td>11.13  One set of parts, service and operators manuals</td>
<td>Included</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.15  Snow Fighter Package (this package includes the following items that purchased separately would cost $15,220)</td>
<td>$5,220</td>
</tr>
<tr>
<td>2.2  Cab, plus</td>
<td></td>
</tr>
<tr>
<td>2.3  Seat, cloth air suspension</td>
<td></td>
</tr>
<tr>
<td>2.4  Rear vision camera</td>
<td></td>
</tr>
<tr>
<td>2.7  Heated outside mirrors</td>
<td></td>
</tr>
<tr>
<td>3.1  Automat transmission</td>
<td></td>
</tr>
<tr>
<td>3.8  Cold weather plus package</td>
<td></td>
</tr>
<tr>
<td>3.9  Extreme duty starter</td>
<td></td>
</tr>
<tr>
<td>4.5  Halogen high bar headlights</td>
<td></td>
</tr>
<tr>
<td>4.10  Lights, working, plus, halogen</td>
<td></td>
</tr>
<tr>
<td>4.12  Mounting for warning light</td>
<td></td>
</tr>
<tr>
<td>6.6  Base + 4 hydraulics</td>
<td></td>
</tr>
<tr>
<td>7.4  14’ x 27” x 1” blade</td>
<td></td>
</tr>
<tr>
<td>11.4  Mounting, front lift</td>
<td></td>
</tr>
<tr>
<td>11.11  Snow wing ready</td>
<td></td>
</tr>
</tbody>
</table>

Added:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.19  Standard pin on hitch</td>
<td>$3,370</td>
</tr>
<tr>
<td>8.44  Plow unit to fit Falls Standard Hitch System</td>
<td>$860</td>
</tr>
<tr>
<td>10.18  Add for hydraulic elevating rear slide</td>
<td>$1,170</td>
</tr>
</tbody>
</table>

Spare Tire & Rim: $3,990

TOTAL Machine + options: $286,175.00
Pre-demolition Hazardous Materials Survey
306, 400 - 5th St NE & 215, 303, 315 - 6th St NE
Little Falls, Minnesota

Prepared for:

City of Little Falls
Little Falls, Minnesota 56345

October 11, 2019
1.0 Executive Summary

Landmark Environmental, LLC (Landmark) was retained by the City of Little Falls (Client) to complete a Pre-demolition Hazardous Materials Survey (Survey) of the buildings located at 306, 400 - 5th Street NE and 215, 303, 315 - 6th Street NE in Little Falls, Minnesota (the Property). Six (6) buildings are located on the Property. The Client intends to demolish the buildings located on the Property as part of a future redevelopment project.

1.1 Summary of Results

Fertilizer Building (Parcel B)

Landmark conducted the Survey on September 25, 2019. The contracted laboratory, Environmental Hazards Services, L.L.C. (EHS), analyzed all 12 bulk asbestos samples collected by Landmark.

No suspect building materials analyzed were found to contain asbestos.

Building materials assumed to contain asbestos include — electric panel. Asbestos-containing material (ACM) should not be cut, drilled, sanded or disturbed.

Caulk which tested positive for asbestos content requires analysis for polychlorinated biphenyls (PCBs). Since no caulk samples were found to be asbestos containing, the caulk samples were not analyzed for PCB content.

Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

City of Little Falls Garage (Parcel C)

Landmark conducted the Survey on September 25, 2019. EHS analyzed both bulk asbestos samples collected by Landmark.

Suspect building materials found to contain asbestos include — window glazing. ACM should not be cut, drilled, sanded or disturbed.

Building materials assumed to contain asbestos include — electric panels.
Caulk which tested positive for asbestos content requires analysis for PCBs. Since no caulk samples were found to be asbestos containing, the caulk samples were not analyzed for PCB content.

Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

**Quonset Hut (Parcel D – Building D1)**

Landmark conducted the Survey on September 25 & 26, 2019. EHS analyzed all 6 bulk asbestos samples collected by Landmark.

Suspect building materials found to contain asbestos include – black tar in seams of metal siding, and black tar on metal siding. ACM should not be cut, drilled, sanded or disturbed.

Building materials assumed to contain asbestos include – electric panels.

Caulk which tested positive for asbestos content requires analysis for PCBs. Since no caulk was found in the building, no caulk was analyzed for PCB content.

Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

**Grain Elevator (Parcel D – Building D2)**

Landmark conducted the Survey on September 25 & 26, 2019. EHS analyzed all 26 bulk asbestos samples collected by Landmark.

Suspect building materials found to contain asbestos include – Transite, black tar, window glazing, grain bin gasket material, black tar on siding, siding caulk, and roof flashing sealant. ACM should not be cut, drilled, sanded or disturbed.

Building materials assumed to contain asbestos include – electric panels.

Caulk which tested positive for asbestos content requires analysis for PCBs. Two PCB caulk samples (Sample PCB-112 & PCB 116 & 117) were determined to contain asbestos and were analyzed for PCBs as part of the Survey. Analytical results for the caulk analyzed for PCB was
below the Environmental Protection Agency’s (EPA’s) hazardous waste limit of 50 parts per million (ppm).

Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

**South Building (Parcel D – Building D3)**

Landmark conducted the Survey on September 25, 2019. The contracted laboratories, EHS and EMSL Analytical, Inc. (EMSL), analyzed all 11 bulk asbestos samples collected by Landmark.

Suspect building materials found to contain asbestos include – **12” x 12” floor tile.** ACM should not be cut, drilled, sanded or disturbed.

Building materials assumed to contain asbestos include – **electric panels.**

Vermiculite was observed in the block wall between the office space and garage of the building. The vermiculite was sampled and found to contain <1% Actinolite/Tremolite asbestos.

Caulk which tested positive for asbestos content requires analysis for PCBs. Since no caulk was found in the building, no caulk was analyzed for PCB content.

Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

**Pole Building (Parcel E)**

Landmark conducted the Survey on September 26, 2019. EHS analyzed all 3 bulk asbestos samples collected by Landmark.

Suspect building materials found to contain asbestos include – **window glazing, white gasket materials on grain bin, and black tar on grain bin.** ACM should not be cut, drilled, sanded or disturbed.

Building materials assumed to contain asbestos include – **electric panels.**

Caulk which tested positive for asbestos content requires analysis for PCBs. One caulk (Sample 2) was determined to contain asbestos and was analyzed for PCBs as part of the Survey.
Analytical results for the caulk analyzed for PCB was below the EPA’s hazardous waste limit of 50 ppm.

Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

This Survey identifies asbestos and other hazardous materials as they existed on the day of the survey at the Property. Conditions may change over time.

This Survey should not be used as a bidding document. The ACM quantities provided are estimates and must be verified by the bidding contractors. Landmark recommends using a licensed asbestos project designer to design and bid all projects.
2.0 Introduction
The procedures used for this Survey and assessment comply with the EPA, Occupational Safety and Health Administration (OSHA), Minnesota Department of Health (MDH), and Minnesota Pollution Control Agency (MPCA) asbestos standards for building inspections prior to demolition.

2.1 Purpose
Landmark was retained by the Client to complete the Survey for the purposes of building demolition. The Client intends to demolish the buildings located on the Property as part of a future redevelopment project.

2.2 Survey Approach
The Survey and assessment, consisting of identifying, sampling, assessing and quantifying suspect ACM within the Property building, was conducted on September 25-26, 2019.

In addition to identifying suspect ACM in the building, Landmark also identified sources of potentially hazardous materials/special waste in the Property building. These include but are not limited to mercury, PCBs, lead, chlorofluorocarbons (CFCs), and other miscellaneous hazardous materials/special waste.

2.3 Assumptions, Limitations and Exceptions
The findings and recommendations in this Report are subject to the following assumptions, limitations, and/or exceptions:

- Based on the proposed future use of the Property building, the Survey was conducted to locate asbestos and other hazardous materials in the building. An attempt was made to locate materials inside walls, doors, siding, ducts, roofs, and other areas that would require destruction during the Survey. The possibility exists that asbestos and other hazardous materials may be present that were not visible during the Survey. If suspect materials are discovered during the abatement or demolition of the building, work should stop until the materials can be sampled to determine asbestos content, or assumed to contain asbestos and abated by a licensed asbestos abatement contractor.

- Electrical wiring and panels were not sampled. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.
• Unknown fertilizers remain in the storage bins in the Fertilizer building. These fertilizers must be cleaned up prior to building demolition.

• This Survey identifies materials as they existed on the day of the Survey. Conditions may change over time.

2.4 Qualifications
The Survey was conducted by Mark Meier and Woody Kromar, accredited asbestos building inspectors with Landmark. A photocopy of the inspector’s MDH certification is included in Appendix A.

PCB and asbestos bulk sample analysis was performed by EHS located in Richmond, Virginia. EHS is accredited by the National Voluntary Accreditation Program (NVLAP lab code 101882-0).

Asbestos bulk sample analysis was also performed by EMSL located in New Hope, Minnesota. EMSL is accredited by the National Voluntary Accreditation Program (NVLAP code 200019-0).
3.0 Sampling Methods and Analysis

3.1 Bulk Asbestos Sampling

Building diagrams were utilized to divide the Property building into functional spaces for the purposes of describing sampling locations.

Similar systems and materials were grouped into “homogeneous areas of building materials” (homogeneous materials). Homogeneous materials often exist in more than one functional space within the Property building. Each homogeneous material was assigned a discrete number; the homogeneous material number is indicated in the first number of the sample name. Multiple samples of each homogeneous material were taken in accordance with the EPA-Asbestos Hazard Emergency Response Act (AHERA) guidelines using a random sampling procedure. These multiple samples were designated “A, B, C,” etc. for each homogenous material, as indicated in the sample name. The sample locations and materials description are shown on the building diagram and the laboratory report in Appendix B.

Samples were collected by carefully removing a small representative sample of the suspect material and sealing it in a plastic bag.

3.2 Bulk Sample Analysis

Landmark collected 60 bulk asbestos samples as part of the Survey. EHS analyzed 53 of these samples and EMSL analyzed the remaining 7 asbestos samples collected by Landmark. The complete EHS and EMSL asbestos laboratory reports are included in Appendix B.

Landmark collected 3 bulk PCB caulk samples which were analyzed by EHS. Complete PCB in caulk laboratory reports completed by EHS are included in Appendix D.

The bulk samples were analyzed by polarized light microscopy (PLM) with dispersion staining, EPA method 600/R-93/116 and EPA method 600/M4-82-020. Quantity determinations are made by visual estimation.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP)-Rule 40 CFR Part 61 states that samples found to contain less than 10% asbestos by visual estimation may be further quantified by point count analysis.

The Asbestos rule states that all multi-layer systems, except for wall systems where joint compound was used only at the joints and nail holes, must be analyzed as separate materials. If any layer contains greater than one percent asbestos, that layer must be
treated as asbestos-containing. This requires all layers in a multi-layered system to be treated as asbestos-containing if the layers cannot be separated without disturbing the asbestos-containing layer.

Asbestos samples will be held by the contracted laboratory for 30 days after the date of analysis.

3.3 Chain of Custody Procedures
To ensure that samples collected in the field are neither lost nor their identity mis-identified, all samples, from the point of collection to receipt in the laboratory, proceeds as follows. Each sample is first assigned a unique and distinct sampling number. After a sample is placed into a plastic bag, that unique number is assigned to that bag. This same number is documented on the laboratory’s chain of custody. The inspector signs each chain of custody before delivering to the lab. Upon receipt of the samples, the lab analyst verifies that each sample matches the corresponding chain of custody number and signs and dates the chain of custody. After analysis, the analyst generates a report that includes the sample results and the project chain of custody forms.
4.0 Asbestos-Containing Material Assessment

In each functional space, each homogeneous material was quantified and assessed for friability (i.e. material can be crumbled, pulverized, or reduced to powder by hand pressure when dry). Suspect ACM was then assessed as to their condition and potential for disturbance. This information was recorded on the asbestos physical assessment shown in Appendix C. The model for this system is described in the *EPA Draft Curriculum for Training Building Inspectors.*
5.0 Findings

5.1 Summary of Asbestos-Containing Materials

Suspect homogeneous material found to contain asbestos, arranged by building, includes:

Fertilizer Building (Parcel B)

**Thermal Insulation** – None observed

**Surfacing Material** – None observed

**Miscellaneous Materials** – None observed

**Assumed Materials**
Electric panels

City of Little Falls Garage (Parcel C)

**Thermal Insulation** – None observed

**Surfacing Material** – None observed

**Miscellaneous Materials**
Window glazing (Sample 2).

**Assumed Materials**
Electric panel

Quonset Hut (Parcel D – Building D1)

**Thermal Insulation** – None observed

**Surfacing Material** – None observed

**Miscellaneous Materials**
Black tar in seams of metal siding (Sample 202).
Black tar on metal siding (Sample 203).
Assumed Materials
Electric panels

Grain Elevator (Parcel D – Building D2)

Thermal Insulation – None observed

Surfacing Material – None observed

Miscellaneous Materials
Transite (Sample 104).
Black tar (Sample 108).
Window glazing (Sample 110).
White gasket material in metal grain bin seams (Sample 112).
Black tar on siding (Sample 113).
Gray flashing sealant (Sample 116).
White siding caulk (Sample 117).

Assumed Materials
Electric panels

South Building (Parcel D – Building D3)

Thermal Insulation – None observed

Surfacing Material – None observed

Miscellaneous Materials
12” x 12” floor tile, red (Sample 2).

Assumed Materials
Electric panels
Pole Building (Parcel E)

Thermal Insulation – None observed

Surfacing Material – None observed

Miscellaneous Materials
Window glazing (Sample 1).
White gasket material in metal grain bin seams (Sample 2).
Black tar on grain bin (Sample 3).

Assumed Materials
Electric panels

5.2 Summary of Non-Asbestos-Containing Materials
Suspect ACM is considered negative for asbestos when all samples of the material are found to contain one percent or less asbestos. Suspect homogeneous material found to be negative arranged by building includes:

Fertilizer Building (Parcel B)

1. Sheetrock and joint compound (Sample 1).
2. Shingles (Samples 2, 3, 4).
3. Tarpaper under shingles (Sample 5).
4. White textured ceiling (Sample 6).
5. 12” x 12” floor tile, gray mottled and associated mastic (Samples 7, 8).

City of Little Falls Garage (Parcel C)

1. Wall insulation, tan foil back (Sample 1).

Quonset Hut (Parcel D – Building D1)

1. Sheetrock and joint compound (Sample 201).
2. Hole filler (Sample 204).
Grain Elevator (Parcel D – Building D2)

1. 1’ x 1’ ceiling tile, white (Sample 1).
2. Sheetrock, no joint compound (Sample 2).
3. Window caulk (Sample 3).
4. Shingles (Samples 4, 5, 114, 115).
5. Window caulk, white (Sample 6).
6. White textured ceiling (Sample 101).
7. Sheetrock and joint compound (Sample 102).
8. Floor sheet, black (Sample 103).
9. White insulation (Sample 106).
10. Gray insulation (Sample 107).
11. Conveyer belt (Sample 109).
12. Caulk, white (Sample 111).

South Building (Parcel D – Building D3)

1. Window glazing (Sample 1).
2. Floor tile mastic under 12” red floor tile (Sample 3).
3. Vermiculite (Sample 4).
4. Insulation, tan (Sample 5).

Pole Building (Parcel E)

1. All samples tested positive for asbestos
5.3 Summary of Hazardous/Special Waste

The MPCA requires that all solid, hazardous, or other special waste be recycled or removed and properly disposed of prior to demolition. Suspect hazardous or other special waste that was observed in the buildings include:

**Fertilizer Building (Parcel B)**

<table>
<thead>
<tr>
<th>CFC’s</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Conditioner (window)</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PCB’s</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ballast/Fixture</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mercury</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compact Fluorescent Light Bulb (CFL)</td>
<td>20</td>
</tr>
<tr>
<td>Fluorescent Bulb</td>
<td>26</td>
</tr>
<tr>
<td>HID Lamp</td>
<td>7</td>
</tr>
<tr>
<td>Thermostat</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Treated Wood</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treated Lumber</td>
<td>30 lf</td>
</tr>
<tr>
<td>Telephone Pole</td>
<td>30 lf</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Miscellaneous</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aerosol Spray Can</td>
<td>25</td>
</tr>
<tr>
<td>Baseboard Heater (Electric)</td>
<td>5</td>
</tr>
<tr>
<td>Defor 5 (Defoliant with Fire Retardant – 30 gal.)</td>
<td>4</td>
</tr>
<tr>
<td>Door Closure</td>
<td>4</td>
</tr>
<tr>
<td>Electric Meter</td>
<td>2</td>
</tr>
<tr>
<td>Electronics</td>
<td>6</td>
</tr>
<tr>
<td>Exit Sign/Emergency Light</td>
<td>1</td>
</tr>
<tr>
<td>Fertilizers (unknown types in grain bins)</td>
<td>Not Quantified</td>
</tr>
<tr>
<td>Fertilizer Bag Filler (Motor and Controls)</td>
<td>1</td>
</tr>
<tr>
<td>Floor Drain System</td>
<td>1</td>
</tr>
<tr>
<td>Garage Door Opener</td>
<td>2</td>
</tr>
<tr>
<td>Gas Meter</td>
<td>1</td>
</tr>
<tr>
<td>General Trash</td>
<td>Not Quantified</td>
</tr>
<tr>
<td>Motion Sensors</td>
<td>6</td>
</tr>
<tr>
<td>Motor/Pumps</td>
<td>7</td>
</tr>
<tr>
<td>Oil Filter</td>
<td>1</td>
</tr>
<tr>
<td>Paint (1 gal.)</td>
<td>21</td>
</tr>
<tr>
<td>Paint (5 gal.)</td>
<td>2</td>
</tr>
<tr>
<td>Paint Thinner</td>
<td>2 gal.</td>
</tr>
<tr>
<td>Pallet</td>
<td>5</td>
</tr>
</tbody>
</table>
Plant Food/Fertilizer 1 – 40# Bag
Security System 1
Unknown Liquid (1050-gallon tank) 2
Used Oil 5 gal.
Water Heater 1
Water Meter 1

Only building components were included in this list of hazardous materials/special waste. Items being stored in the building by the Owner were not included in this list. All suspect hazardous materials/special waste should be removed prior to building demolition.

City of Little Falls Garage (Parcel C)

<table>
<thead>
<tr>
<th>CFC’s</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>None Observed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PCB’s</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>None Observed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mercury</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>None Observed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Miscellaneous</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric Meter</td>
<td>1</td>
</tr>
<tr>
<td>General Trash</td>
<td>Not Quantified</td>
</tr>
</tbody>
</table>

Only building components were included in this list of hazardous materials/special waste. Items being stored in the building by the City of Little Falls were not included in this list. All suspect hazardous materials/special waste should be removed prior to building demolition.

Quonset Hut (Parcel D – Building D1)

<table>
<thead>
<tr>
<th>CFC’s</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Extinguisher</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mercury</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compact Fluorescent Light Bulb (CFL)</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Miscellaneous</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antifreeze (2.5 gallon containers)</td>
<td>2</td>
</tr>
<tr>
<td>Electronics</td>
<td>5</td>
</tr>
<tr>
<td>General Trash</td>
<td>Not Quantified</td>
</tr>
<tr>
<td>Pallet</td>
<td>6</td>
</tr>
</tbody>
</table>
Propane Tank  2
Tire  4
Used Oil  3 – 55-gallon drums

Only building components were included in this list of hazardous materials/special waste. Items being stored in the building by the Owner were not included in this list. All suspect hazardous materials/special waste should be removed prior to building demolition.

Grain Elevator (Parcel D – Building D2)

<table>
<thead>
<tr>
<th>CFC’s</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Conditioner (central)</td>
<td>1</td>
</tr>
<tr>
<td>Air Conditioner (window)</td>
<td>1</td>
</tr>
<tr>
<td>Fire Extinguisher</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PCB’s</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ballast/Fixture</td>
<td>7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mercury</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compact Fluorescent Light Bulb (CFL)</td>
<td>20</td>
</tr>
<tr>
<td>Fluorescent Bulb</td>
<td>38</td>
</tr>
<tr>
<td>Thermostat</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lead</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Plumbing</td>
<td>Not Quantified</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Miscellaneous</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aerosol Spray Can</td>
<td>4</td>
</tr>
<tr>
<td>Acid Based Cleaner</td>
<td>1 gal.</td>
</tr>
<tr>
<td>Air Compressor</td>
<td>1</td>
</tr>
<tr>
<td>Antifreeze</td>
<td>2 gal.</td>
</tr>
<tr>
<td>Battery Charger</td>
<td>1</td>
</tr>
<tr>
<td>Door Closure</td>
<td>3</td>
</tr>
<tr>
<td>Electric Meter</td>
<td>1</td>
</tr>
<tr>
<td>Electronics</td>
<td>15</td>
</tr>
<tr>
<td>Furnace and Control</td>
<td>2</td>
</tr>
<tr>
<td>Gas Meter</td>
<td>1</td>
</tr>
<tr>
<td>General Trash</td>
<td>Not Quantified</td>
</tr>
<tr>
<td>Herbicide</td>
<td>1 gal.</td>
</tr>
<tr>
<td>Household Cleaner</td>
<td>1</td>
</tr>
<tr>
<td>Motor/Pumps</td>
<td>12</td>
</tr>
<tr>
<td>Oil</td>
<td>2 gal.</td>
</tr>
<tr>
<td>Paint (1 gal.)</td>
<td>13</td>
</tr>
<tr>
<td>Poison (rodent)</td>
<td>10</td>
</tr>
<tr>
<td>Scale (Grain)</td>
<td>1</td>
</tr>
</tbody>
</table>
Only building components were included in this list of hazardous materials/special waste. Items being stored in the building by the Owner were not included in this list. All suspect hazardous materials/special waste should be removed prior to building demolition.

### South Building (Parcel D – Building D2)

<table>
<thead>
<tr>
<th>Hazardous Materials</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security System</td>
<td>1</td>
</tr>
<tr>
<td>Space Heater</td>
<td>1</td>
</tr>
<tr>
<td>Transmission Fluid (2.5 gal.)</td>
<td>2</td>
</tr>
<tr>
<td>Unknown Liquids</td>
<td>1 gal.</td>
</tr>
<tr>
<td>Vacuum</td>
<td>1</td>
</tr>
<tr>
<td>Water Heater</td>
<td>1</td>
</tr>
<tr>
<td>Water Meter</td>
<td>1</td>
</tr>
<tr>
<td><strong>CFC’s</strong></td>
<td></td>
</tr>
<tr>
<td>Fire Extinguisher</td>
<td>6</td>
</tr>
<tr>
<td><strong>PCB’s</strong></td>
<td></td>
</tr>
<tr>
<td>Ballast/Fixture</td>
<td>8</td>
</tr>
<tr>
<td><strong>Mercury</strong></td>
<td></td>
</tr>
<tr>
<td>Fluorescent Bulb</td>
<td>100</td>
</tr>
<tr>
<td>Thermostat</td>
<td>1</td>
</tr>
<tr>
<td><strong>Lead</strong></td>
<td></td>
</tr>
<tr>
<td>Lead Plumbing</td>
<td>Not Quantified</td>
</tr>
<tr>
<td><strong>Treated Wood</strong></td>
<td></td>
</tr>
<tr>
<td>Treated Lumber</td>
<td>40 lf</td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
<td></td>
</tr>
<tr>
<td>Antifreeze (Used 30 gal. Tank)</td>
<td>1</td>
</tr>
<tr>
<td>Compressor</td>
<td>1</td>
</tr>
<tr>
<td>Diesel Engine Oil (55 gal. Drum)</td>
<td>1</td>
</tr>
<tr>
<td>Door Closure</td>
<td>2</td>
</tr>
<tr>
<td>Electric Meter</td>
<td>1</td>
</tr>
<tr>
<td>Electronics</td>
<td>7</td>
</tr>
<tr>
<td>Furnace and Control</td>
<td>1</td>
</tr>
<tr>
<td>Gas Meter</td>
<td>1</td>
</tr>
<tr>
<td>Gas Treatment Additive (30 gal.)</td>
<td>1</td>
</tr>
<tr>
<td>General Trash</td>
<td>Not Quantified</td>
</tr>
<tr>
<td>Household Cleaner</td>
<td>6</td>
</tr>
<tr>
<td>Motor/Pump</td>
<td>7</td>
</tr>
<tr>
<td>Oil (2.5 gal.)</td>
<td>3</td>
</tr>
<tr>
<td>Item</td>
<td>Quantity</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Oil Filter</td>
<td>1</td>
</tr>
<tr>
<td>Propane Tank</td>
<td>3</td>
</tr>
<tr>
<td>Tires</td>
<td>25</td>
</tr>
<tr>
<td>Unknown Liquid (30 gal. Drum)</td>
<td>2</td>
</tr>
<tr>
<td>Water Heater</td>
<td>1</td>
</tr>
<tr>
<td>Water Meter</td>
<td>1</td>
</tr>
</tbody>
</table>

Only building components were included in this list of hazardous materials/special waste. Items being stored in the building by the Owner were not included in this list. All suspect hazardous materials/special waste should be removed prior to building demolition.

### Pole Building (Parcel E)

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CFC’s</strong></td>
<td></td>
</tr>
<tr>
<td>Fire Extinguisher</td>
<td>1</td>
</tr>
<tr>
<td><strong>PCB’s</strong></td>
<td></td>
</tr>
<tr>
<td>Ballast/Fixture</td>
<td>1</td>
</tr>
<tr>
<td><strong>Mercury</strong></td>
<td></td>
</tr>
<tr>
<td>Fluorescent Bulb</td>
<td>2</td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
<td></td>
</tr>
<tr>
<td>Automotive Oil (new)</td>
<td>5 qts.</td>
</tr>
<tr>
<td>Automotive Oil (used)</td>
<td>8 – 55gal. drums</td>
</tr>
<tr>
<td>Electric Meter</td>
<td>1</td>
</tr>
<tr>
<td>General Trash</td>
<td>Not Quantified</td>
</tr>
<tr>
<td>Roofing Tar</td>
<td>5 gal.</td>
</tr>
<tr>
<td>Tires</td>
<td>5</td>
</tr>
<tr>
<td>Unknown Material (30-gal. Drum)</td>
<td>3</td>
</tr>
</tbody>
</table>

Only building components were included in this list of hazardous materials/special waste. Items being stored in the building by the Owner were not included in this list. All suspect hazardous materials/special waste should be removed prior to building demolition.
6.0 Recommendations

Based on the Survey results, as well as the proposed future use of the Property building, the following recommendations for each ACM are summarized below.

### Fertilizer Building (Parcel B)

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Estimated</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thermal System Insulation</td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td>Surfacing Material</td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Materials</td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td>Assumed Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric panel</td>
<td>19 panel</td>
<td>Abate Prior to Demolition</td>
</tr>
</tbody>
</table>

This Survey was conducted to locate ACM and Hazardous/Special Wastes that must legally be removed prior to demolition of the Property building.

Caulk which tested positive for asbestos content requires analysis for PCBs. Since no caulk samples were found to be asbestos containing, the caulk samples were not analyzed for PCB content.

An attempt was made to locate materials inside walls, doors, siding, ducts, roofs, and other areas that would require destructive entry. If any newly discovered suspect material is found during asbestos abatement or building demolition, work should stop until the material can be sampled to determine asbestos content, or assumed to contain asbestos and abated by a licensed asbestos abatement contractor.

Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

The possibility exists that hazardous materials may be present in the building that was not visible during the inspection. If newly discovered hazardous materials are found during asbestos abatement, or demolition, work should immediately stop and the hazardous material or special waste should be properly removed, and recycled or disposed of prior to continuing demolition.
Unknown fertilizers remain in the storage bins in the Fertilizer building. These fertilizers must be cleaned up prior to building demolition.

City of Little Falls Garage (Parcel C)

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Estimated</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thermal System Insulation</td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td>Surfacing Material</td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Materials</td>
<td>Widows glazing (on service door)</td>
<td>1 window</td>
</tr>
<tr>
<td>Assumed Materials</td>
<td>Electric panel</td>
<td>1 panel</td>
</tr>
</tbody>
</table>

This Survey was conducted to locate ACM and Hazardous/Special Wastes that must legally be removed prior to demolition of the Property building.

Caulk which tested positive for asbestos content requires analysis for PCBs. Since no caulk samples were found to be asbestos containing, the caulk samples were not analyzed for PCB content.

An attempt was made to locate materials inside walls, doors, siding, ducts, roofs, and other areas that would require destructive entry. If any newly discovered suspect material is found during asbestos abatement or building demolition, work should stop until the material can be sampled to determine asbestos content, or assumed to contain asbestos and abated by a licensed asbestos abatement contractor.

Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

The possibility exists that hazardous materials may be present in the building that was not visible during the inspection. If newly discovered hazardous materials are found during asbestos abatement, or demolition, work should immediately stop and the hazardous material or special waste should be properly removed, and recycled or disposed of prior to continuing demolition.
Quonset Hut (Parcel D – Building D1)

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Estimated</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thermal System Insulation</td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td>Surfacing Material</td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black tar in seams of metal siding</td>
<td>3,000 lf</td>
<td>Abate Prior to Demolition</td>
</tr>
<tr>
<td>Black tar on exterior metal siding</td>
<td>5 sf</td>
<td>Abate Prior to Demolition</td>
</tr>
<tr>
<td>Assumed Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric panel</td>
<td>3 panel</td>
<td>Abate Prior to Demolition</td>
</tr>
</tbody>
</table>

This Survey was conducted to locate ACM and Hazardous/Special Wastes that must legally be removed prior to demolition of the Property building.

Caulk which tested positive for asbestos content requires analysis for PCBs. Since no caulk was found in the building, no caulk was analyzed for PCB content.

An attempt was made to locate materials inside walls, doors, siding, ducts, roofs, and other areas that would require destructive entry. If any newly discovered suspect material is found during asbestos abatement or building demolition, work should stop until the material can be sampled to determine asbestos content, or assumed to contain asbestos and abated by a licensed asbestos abatement contractor.

Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

The possibility exists that hazardous materials may be present in the building that was not visible during the inspection. If newly discovered hazardous materials are found during asbestos abatement, or demolition, work should immediately stop and the hazardous material or special waste should be properly removed, and recycled or disposed of prior to continuing demolition.
Grain Elevator (Parcel D – Building D2)

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Estimated</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thermal System Insulation</td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td>Surfacing Material</td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transite wall panel</td>
<td>448 sf</td>
<td>Abate Prior to Demolition</td>
</tr>
<tr>
<td>Black tar on wall</td>
<td>2 sf</td>
<td>Abate Prior to Demolition</td>
</tr>
<tr>
<td>Window glazing</td>
<td>1 window</td>
<td>Abate Prior to Demolition</td>
</tr>
<tr>
<td>Grain bin gasket</td>
<td>800 lf</td>
<td>Abate Prior to Demolition</td>
</tr>
<tr>
<td>Black tar on metal siding</td>
<td>15 lf</td>
<td>Abate Prior to Demolation</td>
</tr>
<tr>
<td>Gray roof flashing sealant</td>
<td>20 sf</td>
<td>Abate Prior to Demolation</td>
</tr>
<tr>
<td>Siding caulk</td>
<td>10 lf</td>
<td>Abate Prior to Demolation</td>
</tr>
<tr>
<td>Assumed Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric panel</td>
<td>84 panel</td>
<td>Abate Prior to Demolation</td>
</tr>
</tbody>
</table>

This Survey was conducted to locate ACM and Hazardous/Special Wastes that must legally be removed prior to demolition of the Property building.

Caulk which tested positive for asbestos content requires analysis for PCBs. Two PCB caulk samples (Sample PCB-112 & PCB 116 & 117) were determined to contain asbestos and were analyzed for PCBs as part of the Survey. Analytical results for the caulk analyzed for PCB was below the EPA’s hazardous waste limit of 50 ppm.

An attempt was made to locate materials inside walls, doors, siding, ducts, roofs, and other areas that would require destructive entry. If any newly discovered suspect material is found during asbestos abatement or building demolition, work should stop until the material can be sampled to determine asbestos content, or assumed to contain asbestos and abated by a licensed asbestos abatement contractor.

Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

The possibility exists that hazardous materials may be present in the building that was not visible during the inspection. If newly discovered hazardous materials are found during asbestos abatement, or demolition, work should immediately stop and the
hazardous material or special waste should be properly removed, and recycled or disposed of prior to continuing demolition.

During the Survey, we observed floor penetrations/pits in the lowest level that we did not have access to due to confined space issues. It is possible that suspect ACM or other hazardous materials may exist in these locations. If suspect materials are encountered during demolition, work should stop until these materials can be tested and, if necessary, removed by a licensed asbestos contractor.

**South Building (Parcel D – Building D3)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Estimated</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Thermal System Insulation</strong></td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td><strong>Surfacing Material</strong></td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td><strong>Miscellaneous Materials</strong></td>
<td>1,155 sf</td>
<td>Abate Prior to Demolition</td>
</tr>
<tr>
<td>12” x 12” floor tile, red</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Assumed Materials</strong></td>
<td>2 panel</td>
<td>Abate Prior to Demolition</td>
</tr>
<tr>
<td>Electric panel</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Survey was conducted to locate ACM and Hazardous/Special Wastes that must legally be removed prior to demolition of the Property building.

Caulk which tested positive for asbestos content requires analysis for PCBs. Since no caulk was found in the building, no caulk was analyzed for PCB content.

**An attempt was** made to locate materials inside walls, doors, siding, ducts, roofs, and other areas that would require destructive entry. If any newly discovered suspect material is found during asbestos abatement or building demolition, work should stop until the material can be sampled to determine asbestos content, or assumed to contain asbestos and abated by a licensed asbestos abatement contractor.

Vermiculite was observed in the block wall between the office space and garage of the building. The vermiculite was sampled and found to contain <1% Actinolite/Tremolite asbestos.
Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

The possibility exists that hazardous materials may be present in the building that was not visible during the inspection. If newly discovered hazardous materials are found during asbestos abatement, or demolition, work should immediately stop and the hazardous material or special waste should be properly removed, and recycled or disposed of prior to continuing demolition.

The mastic found under the asbestos-containing floor tile was found by the laboratory to contain no asbestos. The possibility exists that when asbestos-containing floor tile is separated from mastic, asbestos residue will be left on the surface of the mastic. This residue may contain enough asbestos to cause the floor tile mastic to be considered asbestos-containing. Sampling of the mastic after floor tile removal is recommended to determine whether or not the mastic is asbestos-containing.

During the Survey, we observed floor penetrations in the lowest level that lead us to believe that piping may be present below the floor slab. A licensed asbestos inspector should be present during removal of the slab. If suspect materials are encountered, demolition should stop until these materials can be tested and, if necessary, removed by a licensed asbestos contractor.

### Pole Building (Parcel E)

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Estimated</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thermal System Insulation</td>
<td>None observed</td>
<td></td>
</tr>
<tr>
<td>Surfacing Material</td>
<td>None observed</td>
<td></td>
</tr>
</tbody>
</table>

**Miscellaneous Materials**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Estimated</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Window glazing</td>
<td>4 windows</td>
<td>Abate Prior to Demolition</td>
</tr>
<tr>
<td>White gasket material in metal grain bin seams</td>
<td>400 lf</td>
<td>Abate Prior to Demolition</td>
</tr>
<tr>
<td>Black tar on grain bin</td>
<td>5 sf</td>
<td>Abate Prior to Demolition</td>
</tr>
</tbody>
</table>

**Assumed Materials**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Estimated</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric panel</td>
<td>5 panel</td>
<td>Abate Prior to Demolition</td>
</tr>
</tbody>
</table>
This Survey was conducted to locate ACM and Hazardous/Special Wastes that must legally be removed prior to demolition of the Property building.

Caulk which tested positive for asbestos content requires analysis for PCBs. One caulk (Sample 2) was determined to contain asbestos and was analyzed for PCBs as part of the Survey. Analytical results for the caulk analyzed for PCB was below the EPA’s hazardous waste limit of 50 ppm.

An attempt was made to locate materials inside walls, doors, siding, ducts, roofs, and other areas that would require destructive entry. If any newly discovered suspect material is found during asbestos abatement or building demolition, work should stop until the material can be sampled to determine asbestos content, or assumed to contain asbestos and abated by a licensed asbestos abatement contractor.

Electrical wiring and panels were not sampled and were assumed to contain asbestos. Landmark does not perform bulk sampling of electrical equipment unless it has been shut down and tagged by a licensed electrician.

The possibility exists that hazardous materials may be present in the building that was not visible during the inspection. If newly discovered hazardous materials are found during asbestos abatement, or demolition, work should immediately stop and the hazardous material or special waste should be properly removed, and recycled or disposed of prior to continuing demolition.

During the Survey, we observed floor penetrations in the lowest level that lead us to believe that piping may be present below the floor slab. A licensed asbestos inspector should be present during removal of the slab. If suspect materials are encountered, demolition should stop until these materials can be tested and, if necessary, removed by a licensed asbestos contractor.
7.0 **Signatures of Environmental Professional(s)**

We declare that, to the best of our professional knowledge and belief, the Survey referenced by this report, and the report itself, were conducted in accordance with intent of the EPA, MPCA, MDH, AHERA regulations to the best of my ability and knowledge.

Mark Meier  
Asbestos Building Inspector  
(AI-3893)

Eric Gabrielson  
Asbestos Building Inspector  
(AI-10463)
Appendices
Appendix A
ASBESTOS INSPECTOR

Certified by:
State of Minnesota
Department of Health

Expires: 06/10/2020
Mark W Meier
7570 Dallas Ln N
Maple Grove, MN 55311

Director, Env. Health Div.  No. AI3893  Issued: 06/21/2019
Appendix B
Fertilizer Building (Parcel B)
# Laboratory Results

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-09-04639-001</td>
<td>1A</td>
<td>White Chalky; Brown Fibrous; Inhomogeneous</td>
<td>NAD</td>
<td></td>
<td>10% Cellulose; 90% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04639-002</td>
<td>1B</td>
<td>White Chalky; Brown Fibrous; Inhomogeneous</td>
<td>NAD</td>
<td></td>
<td>3% Cellulose; 97% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04639-003</td>
<td>1C</td>
<td>White Chalky; Brown Fibrous; Inhomogeneous</td>
<td>NAD</td>
<td></td>
<td>5% Cellulose; 95% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04639-004</td>
<td>2</td>
<td>Black Tar-Like; Black/Green Aggregate; Inhomogeneous</td>
<td>NAD</td>
<td></td>
<td>25% Cellulose; 5% Synthetic; 70% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04639-005</td>
<td>3</td>
<td>Black Tar-Like Fibrous; Homogeneous</td>
<td>NAD</td>
<td></td>
<td>35% Cellulose; 65% Non-Fibrous</td>
</tr>
<tr>
<td>Lab Sample Number</td>
<td>Client Sample Number</td>
<td>Layer Type</td>
<td>Lab Gross Description</td>
<td>Asbestos</td>
<td>Other Materials</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------------</td>
<td>------------</td>
<td>-----------------------</td>
<td>----------</td>
<td>----------------</td>
</tr>
<tr>
<td>19-09-04639-006</td>
<td>4</td>
<td></td>
<td>Black Tar-Like Fibrous; Homogeneous</td>
<td>NAD</td>
<td>45% Cellulose 55% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04639-007</td>
<td>5</td>
<td></td>
<td>Black Tar-Like Fibrous; Homogeneous</td>
<td>NAD</td>
<td>85% Cellulose 15% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04639-008</td>
<td>6A</td>
<td></td>
<td>White Textured; White Paint-Like; Inhomogeneous</td>
<td>NAD</td>
<td>100% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04639-009</td>
<td>6B</td>
<td></td>
<td>White Textured; White Paint-Like; Inhomogeneous</td>
<td>NAD</td>
<td>100% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04639-010</td>
<td>6C</td>
<td></td>
<td>White Textured; White Paint-Like; Inhomogeneous</td>
<td>NAD</td>
<td>100% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04639-011</td>
<td>7</td>
<td></td>
<td>Gray Vinyl; Homogeneous</td>
<td>NAD</td>
<td>100% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04639-012</td>
<td>8</td>
<td></td>
<td>Yellow Adhesive; Homogeneous</td>
<td>NAD</td>
<td>3% Cellulose 97% Non-Fibrous</td>
</tr>
</tbody>
</table>
Environmental Hazards Services, L.L.C

Client Number: 201483  
Report Number: 19-09-04639

Project/Test Address: 18192.04; Fertilizer Building

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
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<tbody>
<tr>
<td>QC Sample: 35-M22014-4</td>
<td></td>
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</tr>
<tr>
<td>QC Blank: SRM 1866 Fiberglass</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reporting Limit: 1% Asbestos</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020</td>
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<td></td>
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</tr>
<tr>
<td>Analyst: Kathy Fletcher</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reviewed By Authorized Signatory: Missy Kanode  
QA/QC Clerk

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0 VELAP 460172. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection. Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND:  
NAD = no asbestos detected
<table>
<thead>
<tr>
<th>LAB NUMBER</th>
<th>Client Sample ID</th>
<th>Homogeneous Area</th>
<th>Positive Stop</th>
<th>Collection Date &amp; Time</th>
<th>BULK</th>
<th>AIR</th>
<th>COMMENTS</th>
</tr>
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<tbody>
<tr>
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<td>A</td>
<td></td>
<td></td>
<td>9/25/19</td>
<td>X</td>
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<tr>
<td>2</td>
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<td>C</td>
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</table>

Released By: Mark Meyer
Date: 9/25/19
Time: 5 PM

LAB USE ONLY – BELOW THIS LINE

Received By: Ed Briggs
Signature: Ed Briggs
Date: 9/30/19 Time: 12:58 AM PM

Portal Contact Added

19-09-04639
Due Date: 10/03/2019 (Thursday)
AE 12 PLM
City of Little Falls Garage (Parcel C)
City of Little Falls Garage
## Laboratory Results

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-04644-001</td>
<td>1</td>
<td>Tan Fibrous; Silver Foil; Inhomogeneous</td>
<td>NAD</td>
<td></td>
<td>2% Cellulose, 45% Fibrous Glass, 53% Non-Fibrous</td>
</tr>
<tr>
<td>19-04644-002</td>
<td>2</td>
<td>White Brittle; Homogeneous</td>
<td>2% Chrysotile</td>
<td></td>
<td>98% Non-Fibrous</td>
</tr>
</tbody>
</table>

Total Asbestos: 2%
### Environmental Hazards Services, L.L.C.

**Client Number:** 201483  
**Project/Test Address:** 18192.04; LF Garage

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>QC Sample:</td>
<td>35-M22014-4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>QC Blank:</td>
<td>SRM 1866 Fiberglass</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reporting Limit:</td>
<td>1% Asbestos</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Method:</td>
<td>EPA Method 600/R-93/116, EPA Method 600/M4-82-020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analyst:</td>
<td>Sami Hosn</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reviewed By Authorized Signatory:

Missy Kanode  
QA/QC Clerk

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400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

**LEGEND:**  
NAD = no asbestos detected
# Asbestos Chain of Custody Form

- **Company Name**: Landmark Environmental
- **Account #:** 201983
- **Phone #:** 952-666-2422
- **Email:** mmeier@landmarkenv.com
- **City/State/Zip:** Bloomington, MN 55431
- **Project Name/Test Address:** 18192.04 LF Garage

## Turn-Around Time
- 3 Day

## PLM New York Protocol

## PLM New Jersey Protocol

## PLM South Carolina Protocol

## Form Information

<table>
<thead>
<tr>
<th>LAB NUMBER</th>
<th>Client Sample ID</th>
<th>Homogeneous Area</th>
<th>Positive Stop</th>
<th>Collection Date &amp; Time</th>
<th>BULK</th>
<th>AIR</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>9/28/19</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **PLM Point Count 400**
- **Point Count 1000**
- **TEM Bulk**
- **TEM AHera**
- **NIOSH 7402**
- **Time In Total Minutes**
- **Flow Rate In L/Min**
- **Volume In Total Liters**

**Comments:**
- Ten Well Inc.
- Window Glazing

**Released By:** Mark Meier

**Signature:**

**Date:** 9/28/19

**Time:** 5:20 PM

**Received By:**

**Signature:**

**Date:** 9/30/19

**Time:** 11:33 AM

- **Portal Contact Added**

**Due Date:** 10/03/2019

(Thursday)

**AE:** 2 Plm

**Results Via Client Portal Available @ www.leadlab.com**
Quonset Hut (Parcel D – Building D1) &
Grain Elevator (Parcel D – Building D2)
# Asbestos Bulk Analysis Report

**Client:** Landmark Environmental  
2042 West 98th Street  
Bloomington, MN 55431

**Project/Test Address:** 18192.04; Grain Bldg

**Client Number:** 201483

**Fax Number:**

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
</tr>
</thead>
</table>
| 19-09-04649-001   | 1                    | Brown/White Fibrous; Inhomogeneous | NAD      | 98% Cellulose  
2% Non-Fibrous |
| 19-09-04649-002   | 2                    | White Chalky; Brown Fibrous; Inhomogeneous | NAD      | 20% Cellulose  
2% Fibrous Glass  
78% Non-Fibrous |
<p>| 19-09-04649-003   | 101A                 | White Chalky; Homogeneous           | NAD      | 100% Non-Fibrous |
| 19-09-04649-004   | 101B                 | White Chalky; Homogeneous           | NAD      | 100% Non-Fibrous |
| 19-09-04649-005   | 101C                 | White Chalky; Homogeneous           | NAD      | 100% Non-Fibrous |</p>
<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-09-04649-006</td>
<td>102A</td>
<td></td>
<td>White Chalky; Brown Fibrous; Inhomogeneous</td>
<td>NAD</td>
<td>25% Cellulose 2% Fibrous Glass 73% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04649-007</td>
<td>102B</td>
<td></td>
<td>White Chalky; Orange Paint-Like; Inhomogeneous</td>
<td>NAD</td>
<td>100% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04649-008</td>
<td>102C</td>
<td></td>
<td>White Chalky; Brown Fibrous; Inhomogeneous</td>
<td>Trace &lt;1% Chrysotile</td>
<td>35% Cellulose 65% Non-Fibrous</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Asbestos: Trace &lt;1%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Chrysotile present in joint compound material. This material alone contains &lt;1% Chrysotile.</td>
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<tr>
<td>19-09-04649-009</td>
<td>103</td>
<td></td>
<td>Black Tar-Like Fibrous; Homogeneous</td>
<td>NAD</td>
<td>85% Cellulose 10% Synthetic 5% Non-Fibrous</td>
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<tr>
<td>19-09-04649-010</td>
<td>104</td>
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<td>Gray Cementitious Fibrous; Homogeneous</td>
<td>20% Chrysotile</td>
<td>80% Non-Fibrous</td>
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<td>Total Asbestos: 20%</td>
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<tr>
<td>19-09-04649-011</td>
<td>106</td>
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<td>White Fibrous; Homogeneous</td>
<td>NAD</td>
<td>99% Fibrous Glass 1% Non-Fibrous</td>
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<tr>
<td>19-09-04649-012</td>
<td>107</td>
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<td>Tan Fibrous; Homogeneous</td>
<td>NAD</td>
<td>98% Fibrous Glass 2% Non-Fibrous</td>
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<tr>
<td>19-09-04649-013</td>
<td>108</td>
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<td>Black Tar-Like; Homogeneous</td>
<td>7% Chrysotile</td>
<td>93% Non-Fibrous</td>
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<td></td>
<td>Total Asbestos: 7%</td>
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<tr>
<td>Lab Sample Number</td>
<td>Client Sample Number</td>
<td>Layer Type</td>
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<td>Asbestos</td>
<td>Other Materials</td>
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<tr>
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<td>19-09-04649-014</td>
<td>109</td>
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<td>Black Pliable Fibrous; Homogeneous</td>
<td>NAD</td>
<td>25% Synthetic 75% Non-Fibrous</td>
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<tr>
<td>19-09-04649-015</td>
<td>201A</td>
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<td>White Chalky; Brown Fibrous; Inhomogeneous</td>
<td>NAD</td>
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</tr>
<tr>
<td>19-09-04649-016</td>
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<td>White Chalky; Brown Fibrous; Inhomogeneous</td>
<td>NAD</td>
<td>10% Cellulose 2% Fibrous Glass 88% Non-Fibrous</td>
</tr>
<tr>
<td>19-09-04649-017</td>
<td>201C</td>
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<td>White Chalky; Brown Fibrous; Inhomogeneous</td>
<td>NAD</td>
<td>10% Cellulose 2% Fibrous Glass 88% Non-Fibrous</td>
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<tr>
<td>19-09-04649-018</td>
<td>202</td>
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<td>Black Tar-Like; Homogeneous</td>
<td>12% Chrysotile</td>
<td>88% Non-Fibrous</td>
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<tr>
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<td><strong>Total Asbestos:</strong> 12%</td>
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<td>19-09-04649-019</td>
<td>203</td>
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<td>Black Tar-Like; Homogeneous</td>
<td>3% Chrysotile</td>
<td>97% Non-Fibrous</td>
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<td><strong>Total Asbestos:</strong> 3%</td>
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<tr>
<td>19-09-04649-020</td>
<td>204</td>
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<td>Clear Pliable; Gray Paint-Like; Inhomogeneous</td>
<td>NAD</td>
<td>100% Non-Fibrous</td>
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<td>NAD</td>
<td>100% Non-Fibrous</td>
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<td>Lab Sample Number</td>
<td>Client Sample Number</td>
<td>Layer Type</td>
<td>Lab Gross Description</td>
<td>Asbestos</td>
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</tr>
<tr>
<td>19-09-04649-022</td>
<td>4</td>
<td>Black Tar-Like; White Aggregate; Inhomogeneous</td>
<td>NAD</td>
<td>15% Fibrous Glass 85% Non-Fibrous</td>
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<td>19-09-04649-023</td>
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<td>Black Tar-Like; Black Aggregate; Inhomogeneous</td>
<td>NAD</td>
<td>20% Cellulose 80% Non-Fibrous</td>
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<tr>
<td>19-09-04649-024</td>
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<td>White Pliable; Homogeneous</td>
<td>NAD</td>
<td>100% Non-Fibrous</td>
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</tr>
<tr>
<td>19-09-04649-025</td>
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<td>Tan Granular; Green Paint-Like; Inhomogeneous</td>
<td>2% Chrysotile</td>
<td>98% Non-Fibrous</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Chrysotile present throughout sample</td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>Total Asbestos: 2%</td>
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</tr>
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<td>19-09-04649-026</td>
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<td>NAD</td>
<td>100% Non-Fibrous</td>
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<tr>
<td>19-09-04649-027</td>
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<td>Tan Soft Pliable; Homogeneous</td>
<td>10% Chrysotile</td>
<td>90% Non-Fibrous</td>
<td></td>
</tr>
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<td>Total Asbestos: 10%</td>
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</tr>
<tr>
<td>19-09-04649-028</td>
<td>113</td>
<td>Black Tar-Like; Homogeneous</td>
<td>12% Chrysotile</td>
<td>88% Non-Fibrous</td>
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<td>Total Asbestos: 12%</td>
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<tr>
<td>19-09-04649-029</td>
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<td>Black Tar-Like; White Aggregate; Inhomogeneous</td>
<td>NAD</td>
<td>15% Fibrous Glass 85% Non-Fibrous</td>
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</tr>
</tbody>
</table>
### Environmental Hazards Services, L.L.C.

**Client Number:** 201483  
**Report Number:** 19-09-04649  
**Project/Test Address:** 18192.04; Grain Bldg

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
</tr>
</thead>
</table>
| 19-09-04649-030   | 115                  |            | Black Tar-Like; Black Aggregate; Inhomogeneous | NAD      | 65% Cellulose  
|                   |                      |            |                       |          | 10% Synthetic  
|                   |                      |            |                       |          | 25% Non-Fibrous|
|                   |                      |            |                       |          |                 |
| 19-09-04649-031   | 116                  |            | Black Tar-Like; Homogeneous | 5% Chrysotile | 95% Non-Fibrous |
|                   |                      |            |                       |          |                 |
|                   |                      |            |                       |          |                 |
| 19-09-04649-032   | 117                  |            | Tan Granular; Homogeneous | 7% Chrysotile | 93% Non-Fibrous |
|                   |                      |            |                       |          |                 |

**Total Asbestos:** 5%

**Total Asbestos:** 7%

---

**QC Sample:** 35-M22014-4  
**QC Blank:** SRM 1866 Fiberglass  
**Reporting Limit:** 1% Asbestos  
**Method:** EPA Method 600/R-93/116, EPA Method 600/M4-82-020  
**Analyst:** Kathy Fletcher

**Reviewed By Authorized Signatory:** Missy Kanode  
**QA/QC Clerk:**

---

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0 VELAP 460172. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

---

**LEGEND:**  
NAD = no asbestos detected
# Environmental Hazards Services, LLC

**Asbestos Chain of Custody Form**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Account #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landmark Environmental</td>
<td>201483</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>2042 W. 98th ST</td>
<td>952-666-2422</td>
<td><a href="mailto:mmeier@landmarkenv.com">mmeier@landmarkenv.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name/Test Address</th>
<th>PO Number</th>
<th>Collected By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grain Bldgs</td>
<td></td>
<td>Mark Meier</td>
</tr>
</tbody>
</table>

**Turn-Around Time**
- **3 DAY**
- **2 DAY**
- **1 DAY**
- **SAME DAY OR WEEKEND - Must Call Ahead**

**Lab Numbers**

<table>
<thead>
<tr>
<th>Lab Number</th>
<th>Client Sample ID</th>
<th>Homogeneous Area</th>
<th>Positive Stop</th>
<th>Collection Date &amp; Time</th>
<th>BULK</th>
<th>AIR</th>
<th>COMMENTS</th>
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**Released By:**
Mark Meier

**Date:** 9/25/15

**Time:** 5:30 PM

**Lab Use Only – Below This Line**

**Received By:**
Edwin Briggs

**Signature:**
Edwin Briggs

**Date:** 9/30/19

**Time:** 11:30 AM

Portal Contact Added

---

**19-09-04649**

**Due Date:**
10/03/2019 (Thursday)

**AE:** 32 PLM

---

**Alamat:** 7469 WHITEPINE RD, RICHMOND, VA 23237  (800)-347-4010

**Results via Client Portal Available @ www.leadlab.com**
<table>
<thead>
<tr>
<th>LAB NUMBER</th>
<th>Client Sample ID</th>
<th>Homogeneous Area</th>
<th>Positive Stop</th>
<th>Collection Date &amp; Time</th>
<th>BULK</th>
<th>AIR</th>
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<td>117</td>
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</tbody>
</table>

Comments:
- Black Tar on wall
- Black Tar
- Hot Sitter
- Window Calk, clear Single Top
- Window Calk, white
- Window Calk, Glass
- Grain Bin Gasket
- Black Tar on siding
- Top Shingle
- Bottom
- Gutter Flashing, siding

Received By:          
Signature:           
EHS Order #: 041649
Date: 9/30/19 Time: 11:36 AM
South Building (Parcel D – Building D3)
Asbestos Bulk Building Material
Chain of Custody

EMSL Order Number (Lab Use Only): 8899

Company: Landmark Environmental, LLC
Street: 2042 West 98th Street
City: Bloomington
State/Province: MN
Zip/Postal Code: 55431
Country: US

Report To (Name): Mark Meier
Email Address: mmeier@landmarkenv.com
Fax #: 952-887-9605

Project Name/Number: 18198-OT 18192.04 - Sample
U.S. State Samples Taken: MN

OrderID: 351908899

Third Party Billing requires written authorization from third party

---

**PLM - Bulk (reporting limit)**

- [ ] PLM EPA 600-R-93/116 (<1%)
- [ ] PLM EPA NOB (<1%)
- [ ] Point Count 400 (<0.25%) 1000 (<0.1%)
- [ ] Point Count w/Gravimetric 400 (<0.25%) 1000 (<0.1%)
- [ ] NIOSH 9002 (<1%)
- [ ] NY ELAP Method 198.1 (friable in NY)
- [ ] NY ELAP Method 198.6 NOB (non-friable-NY)
- [ ] OSHA ID-191 Modified
- [ ] Standard Addition Method

**TEM - Bulk**

- [ ] TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1
- [ ] NY ELAP Method 198.4 (TEM)
- [ ] Chatfield Protocol (semi-quantitative)
- [ ] TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2
- [ ] TEM Qualitative via Filtration Prep Technique
- [ ] TEM Qualitative via Drop Mount Prep Technique
- [ ] Other

Turnaround Time (TAT) Options* – Please Check

- [ ] 3 Hour
- [ ] 6 Hour
- [ ] 24 Hour
- [ ] 48 Hour
- [ ] 72 Hour
- [ ] 96 Hour
- [ ] 1 Week
- [ ] 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule.*

Please Provide Results:

- [ ] Fax
- [ ] Email
- [ ] Mail

CT Samples: [ ] Commercial/Taxable
[ ] Residential/Tax Exempt

---

Sample # | HA # | Sample Location | Material Description
---|---|---|---
4A | | Garage Wall | Vermiculite
4B |
4C |
4D |
4E |
4F |
4G |

Sampled Date: 9/30/19

---

Client Sample # (s):

Relinquished (Client): [Signature]
Date: 9/30/19
Time: 3:42pm

Received (Lab): [Signature]
Date: 9/30/19
Time: 3:43pm

Comments/Special Instructions:

---

<table>
<thead>
<tr>
<th>Sample</th>
<th>Description</th>
<th>Appearance</th>
<th>Non-Asbestos</th>
<th>Asbestos % Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>% Fibrous</td>
<td>% Non-Fibrous</td>
</tr>
<tr>
<td>4A</td>
<td>Garage Wall - Vermiculite</td>
<td>Tan/Various</td>
<td>100%</td>
<td>&lt;1% Actinolite</td>
</tr>
<tr>
<td>351908899-0001</td>
<td></td>
<td>Non-Fibrous</td>
<td>Homogeneous</td>
<td></td>
</tr>
<tr>
<td>4B</td>
<td>Garage Wall - Vermiculite</td>
<td>Tan/Various</td>
<td>100%</td>
<td>&lt;1% Actinolite</td>
</tr>
<tr>
<td>351908899-0002</td>
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<td>Non-Fibrous</td>
<td>Homogeneous</td>
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<td>4C</td>
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<td>Tan/Various</td>
<td>100%</td>
<td>&lt;1% Actinolite</td>
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<tr>
<td>351908899-0003</td>
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<td>Non-Fibrous</td>
<td>Homogeneous</td>
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<td>4D</td>
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<td>Tan/Various</td>
<td>100%</td>
<td>&lt;1% Actinolite</td>
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<td>351908899-0004</td>
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<td>&lt;1% Actinolite</td>
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<td>Tan/Various</td>
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<tr>
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<td>Tan/Various</td>
<td>100%</td>
<td>&lt;1% Actinolite</td>
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<tr>
<td>351908899-0007</td>
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<td>Non-Fibrous</td>
<td>Homogeneous</td>
<td></td>
</tr>
</tbody>
</table>

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP. NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-23741

Initial report from: 10/02/2019 16:31:33
## Laboratory Results

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-09-04641-001</td>
<td>1</td>
<td>Brown Granular; Homogeneous</td>
<td>NAD</td>
<td>2% Cellulose</td>
<td>98% Non-Fibrous</td>
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<tr>
<td></td>
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</tr>
<tr>
<td>19-09-04641-002</td>
<td>2</td>
<td>Orange Vinyl; Homogeneous</td>
<td>2% Chrysotile</td>
<td>98% Non-Fibrous</td>
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<tr>
<td>19-09-04641-003</td>
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<td>Tan Adhesive; Homogeneous</td>
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<td>2% Cellulose</td>
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<td>19-09-04641-004</td>
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<td>Brown Fibrous; Homogeneous</td>
<td>NAD</td>
<td>95% Cellulose</td>
<td>5% Non-Fibrous</td>
</tr>
</tbody>
</table>

**Total Asbestos: 2%**
Environmental Hazards Services, L.L.C

Client Number: 201483
Project/Test Address: 18192.04; South Bldg

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
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<td>QC Blank:</td>
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<td>Reporting Limit:</td>
<td>1% Asbestos</td>
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<td>Method:</td>
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<tr>
<td>Analyst:</td>
<td>Christian H. Schaible</td>
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</tbody>
</table>

Reviewed By Authorized Signatory: [Signature]
Missy Kanode
QA/QC Clerk

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0 VELAP 460172. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND:

NAD = no asbestos detected
## Environmental Hazards Services, LLC
### Asbestos Chain of Custody Form

#### Company Information
- **Company Name**: Landmark Environmental
- **Account #**: 201483
- **Company Address**: 2042 W. 98 3/4 ST
- **City/State/Zip**: Bloomington, IL 61704
- **Phone**: 952-666-2422
- **Email**: mmeier@landmarkenv.com
- **Project Name/Test Address**: 18192.04 / South Bldg.

#### Turn-Around Time
- **3 Day**

#### Test Protocols
- [ ] PLM New York Protocol
- [ ] PLM New Jersey Protocol
- [ ] PLM South Carolina Protocol

#### Sample Information

<table>
<thead>
<tr>
<th>Lab Number</th>
<th>Client Sample ID</th>
<th>Homogeneous Area</th>
<th>Positive Stop</th>
<th>Collection Date &amp; Time</th>
<th>BULK</th>
<th>AIR</th>
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</table>

#### Comments
- Window Glazing
- 12x12 FT Red F7 Mastic
- Tan Insulato

#### Additional Information
- **Released By**: Mark Meier
- **Date**: 9/5/19
- **Time**: 5 PM
- **Received By**: Edith Briggs
- **Date**: 9/5/19
- **Time**: 1:31 PM

#### Barcodes
- 19-09-04641

#### Results
- **Due Date**: 10/03/2019 (Thursday)
- **AE**: 5 PLM

---

**LAB USE ONLY – BELOW THIS LINE**

*Results via Client Portal Available @ www.leadlab.com*
Pole Building (Parcel E)
North Pole Barn
### Laboratory Results

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-09-04646-001</td>
<td>1</td>
<td>Tan Brittle; Homogeneous</td>
<td>2% Chrysotile</td>
<td>98% Non-Fibrous</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Asbestos: 2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19-09-04646-002</td>
<td>2</td>
<td>White Fibrous; Homogeneous</td>
<td>22% Chrysotile</td>
<td>78% Non-Fibrous</td>
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<tr>
<td></td>
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<td></td>
<td>Total Asbestos: 22%</td>
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</tr>
<tr>
<td>19-09-04646-003</td>
<td>3</td>
<td>Black Tar like; Homogeneous</td>
<td>5% Chrysotile</td>
<td>95% Non-Fibrous</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Asbestos: 5%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Environmental Hazards Services, L.L.C

**Client Number:** 201483  
**Project/Test Address:** 18192.04; Pole Barn

<table>
<thead>
<tr>
<th>Lab Sample Number</th>
<th>Client Sample Number</th>
<th>Layer Type</th>
<th>Lab Gross Description</th>
<th>Asbestos</th>
<th>Other Materials</th>
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<tbody>
<tr>
<td>QC Sample:</td>
<td>35-M22014-4</td>
<td></td>
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<tr>
<td>QC Blank:</td>
<td>SRM 1866 Fiberglass</td>
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<tr>
<td>Reporting Limit:</td>
<td>1% Asbestos</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Method:</td>
<td>EPA Method 600/R-93/116, EPA Method 600/M4-82-020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analyst:</td>
<td>Sami Hosn</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Reviewed By Authorized Signatory:**

Missy Kanode  
QA/QC Clerk

---

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0 VELAP 460172. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

**LEGEND:**  
NAD = no asbestos detected
## Environmental Hazards Services, LLC
### Asbestos Chain of Custody Form

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Account #</th>
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<tbody>
<tr>
<td>Landmark Environmental</td>
<td>204783</td>
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</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City/State/Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>2042 W. 98th St</td>
<td>Bloomington, IL, 65431</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>952-666-2422</td>
<td><a href="mailto:mmeier@landmarkev.com">mmeier@landmarkev.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name/Test Address</th>
<th>Collected By</th>
</tr>
</thead>
<tbody>
<tr>
<td>1B192.04/rock barn</td>
<td>Mark Meier</td>
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### PO Number
- Turn-Around Time: 3 Day

<table>
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<tr>
<th>Protocol Type</th>
<th>Client Sample ID</th>
<th>Homogeneous Area</th>
<th>Positive Stop</th>
<th>Collection Date &amp; Time</th>
<th>BULK</th>
<th>AIR</th>
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<tbody>
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</tbody>
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- **BULK**:
  - TEM Bulk
  - TEM AHERA

- **AIR**:
  - Flow Rate In L/Min
  - Volume In Total Liters

<table>
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<tr>
<th>Lab Number</th>
<th>PLM</th>
<th>Point Count 400</th>
<th>Point Count 1000</th>
<th>NIOSH 7402</th>
<th>Time In Total Minutes</th>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

### Comments
- 1: Window Glazing
- 2: White Gasket
- 3: Black Tar

- Released By: Mark Meier
- Date: 9/26/19
- Time: 11 AM

- Received By: David Briggs
- Date: 9/30/19
- Time: 1:31 PM

- Portal Contact Added

---

**Lab Use Only - Below This Line**

<table>
<thead>
<tr>
<th>19-09-04646</th>
<th>Due Date: 10/03/2019 (Thursday)</th>
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<tbody>
<tr>
<td>AE 3 PLM</td>
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**Results Via Client Portal Available @ www.leadlab.com**
Appendix C
Fertilizer Building (Parcel B)
<table>
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<tr>
<th>Floor</th>
<th>Space</th>
<th>Location</th>
<th>Type</th>
<th>Description</th>
<th>Quantity</th>
<th>Height (Feet)</th>
<th>Condition</th>
<th>Disturbance Potential</th>
<th>AHERA Category</th>
<th>Homog. Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>North Bulk Fertilizer Storage Area</td>
<td>MISC</td>
<td>Electric Panel</td>
<td>1 panel</td>
<td>4-6</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>Assumed</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>Middle Bulk Fertilizer Storage Area &amp; Restrooms</td>
<td>MISC</td>
<td>Electric Panel</td>
<td>1 panel</td>
<td>4-6</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>Assumed</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>Chemical Storage/Garage</td>
<td>MISC</td>
<td>Electric Panel</td>
<td>3 panel</td>
<td>4-6</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>Assumed</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>Exterior</td>
<td>MISC</td>
<td>Electric Panel</td>
<td>2 panel</td>
<td>4-6</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>Assumed</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td>Offices</td>
<td>MISC</td>
<td>Electric Panel</td>
<td>12 panel</td>
<td>3-8</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>Assumed</td>
</tr>
</tbody>
</table>

Type: TSI=Thermal System Insulation  SURF=Surfacing Materials  MISC=Misc.
Quantity: CF=Cubic Ft  LF=Linear Ft  SF=Square Ft
Condition: G=Good  F=Fair  P=Poor
Dist. Pot.: L=Low  M=Medium  H=High
City of Little Falls Garage (Parcel C)
<table>
<thead>
<tr>
<th>Floor</th>
<th>Space</th>
<th>Location</th>
<th>Type</th>
<th>Description</th>
<th>Quantity</th>
<th>Height (Feet)</th>
<th>Condition</th>
<th>Disturbance Potential</th>
<th>AHERA Category</th>
<th>Homog. Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Interior</td>
<td>MISC</td>
<td>Electric Panel</td>
<td>1 panel</td>
<td>4-6</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>Assumed</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>Exterior</td>
<td>MISC</td>
<td>Window glazing (on service door)</td>
<td>1 wind</td>
<td>4-6</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>2</td>
</tr>
</tbody>
</table>

Type: TSI=Thermal System Insulation  SURF=Surfacing Materials  MISC=Misc.
Quantity: CF=Cubic Ft  LF=Linear Ft  SF=Square Ft
Condition: G=Good  F=Fair  P=Poor
Dist. Pot.: L=Low  M=Medium  H=High
Quonset Hut (Parcel D – Building D1)
### QUONSET HUT (PARCEL D1)
#### ASBESTOS-CONTAINING MATERIAL ASSESSMENT DATABASE

<table>
<thead>
<tr>
<th>Floor</th>
<th>Space</th>
<th>Location</th>
<th>Type</th>
<th>Description</th>
<th>Quantity (Feet)</th>
<th>Condition</th>
<th>Disturbance Potential</th>
<th>AHERA Category</th>
<th>Homog. Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Interior Quonset Hut</td>
<td>MISC</td>
<td>Black tar in seams of metal siding</td>
<td>3000 lf</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>202</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>Exterior Quonset Hut</td>
<td>MISC</td>
<td>Black tar on metal siding</td>
<td>5 sf</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>203</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>Exterior Quonset Hut</td>
<td>MISC</td>
<td>Electric panels</td>
<td>3 panel</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>Assumed</td>
</tr>
</tbody>
</table>

**Type:** TSI=Thermal System Insulation  SURF=Surfacing Materials  MISC=Misc.  
**Quantity:** CF=Cubic Ft  LF=Linear Ft  SF=Square Ft  
**Condition:** G=Good  F=Fair  P=Poor  
**Dist. Pot.:** L=Low  M=Medium  H=High
Grain Elevator (Parcel D – Building D2)
<table>
<thead>
<tr>
<th>Floor</th>
<th>Functional Space</th>
<th>Location</th>
<th>Type</th>
<th>Description</th>
<th>Height (Feet)</th>
<th>Condition</th>
<th>Disturbance Potential</th>
<th>AHERA Category</th>
<th>Homog. Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Sales Office Building</td>
<td></td>
<td>No ACM Observed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>Office</td>
<td></td>
<td>No ACM Observed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>Maintenance Shop and Storage</td>
<td>MISC</td>
<td>Electric panel</td>
<td>22 panel</td>
<td>2-7</td>
<td>G</td>
<td>L</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Transite behind electric panels</td>
<td>100 sf</td>
<td>0-8</td>
<td>G</td>
<td>L</td>
<td>7</td>
</tr>
<tr>
<td>B</td>
<td>4</td>
<td>Basement</td>
<td></td>
<td>No ACM Observed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td>West Storage</td>
<td></td>
<td>No ACM Observed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>6</td>
<td>South Hopper Area</td>
<td>MISC</td>
<td>Transite</td>
<td>348 sf</td>
<td>0-8</td>
<td>G</td>
<td>L</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>6</td>
<td>South Hopper Area</td>
<td>MISC</td>
<td>Electric panel</td>
<td>37 panel</td>
<td>0-8</td>
<td>G</td>
<td>L</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>7</td>
<td>North Hopper Area</td>
<td>MISC</td>
<td>Electric panel</td>
<td>19 panel</td>
<td>0-8</td>
<td>G</td>
<td>L</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>7</td>
<td>North Hopper Area</td>
<td>MISC</td>
<td>Black tar on wall (in electric room)</td>
<td>2 sf</td>
<td>0-8</td>
<td>G</td>
<td>L</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>8</td>
<td>Garage Loading Area</td>
<td>MISC</td>
<td>Electric panel</td>
<td>4 panel</td>
<td>4-6</td>
<td>G</td>
<td>L</td>
<td>7</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>Top of Hoppers</td>
<td></td>
<td>No ACM Observed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>10</td>
<td>Exterior</td>
<td>MISC</td>
<td>Window glazing (South Side by Loading Dock)</td>
<td>1 wind</td>
<td>4-7</td>
<td>G</td>
<td>L</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>10</td>
<td>Exterior</td>
<td>MISC</td>
<td>Grain bin/hopper gasket material</td>
<td>800 lf</td>
<td>0-40</td>
<td>G</td>
<td>L</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>10</td>
<td>Exterior</td>
<td>MISC</td>
<td>Black tar on siding (by hoppers)</td>
<td>15 lf</td>
<td>0-10</td>
<td>G</td>
<td>L</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>10</td>
<td>Exterior</td>
<td>MISC</td>
<td>Electric panel</td>
<td>2 panel</td>
<td>4-6</td>
<td>G</td>
<td>L</td>
<td>7</td>
</tr>
<tr>
<td>1</td>
<td>10</td>
<td>Exterior</td>
<td>MISC</td>
<td>Gray flashing sealant on roof</td>
<td>20 sf</td>
<td>14</td>
<td>G</td>
<td>L</td>
<td>7</td>
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<tr>
<td>1</td>
<td>10</td>
<td>Exterior</td>
<td>MISC</td>
<td>White caulk - Metal siding to foundation</td>
<td>10 lf</td>
<td>2</td>
<td>G</td>
<td>L</td>
<td>7</td>
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</tbody>
</table>

Type: TSI=Thermal System Insulation  SURF=Surfacing Materials  MISC=Misc.
Quantity: CF=Cubic Ft  LF=Linear Ft  SF=Square Ft
Condition: G=Good  F=Fair  P=Poor
Dist. Pot.: L=Low  M=Medium  H=High
South Building (Parcel D – Building D3)
<table>
<thead>
<tr>
<th>Floor</th>
<th>Space</th>
<th>Location</th>
<th>Type</th>
<th>Description</th>
<th>Quantity</th>
<th>Height (Feet)</th>
<th>Condition</th>
<th>Disturbance Potential</th>
<th>AHERA Category</th>
<th>Homog. Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Exterior</td>
<td>MISC</td>
<td>Electric Panel</td>
<td>1 panel</td>
<td>3-5</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>Assumed</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>Interior Office</td>
<td>MISC</td>
<td>Electric Panel</td>
<td>1 panel</td>
<td>4-6</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>Assumed</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>Interior Office</td>
<td>MISC</td>
<td>12&quot; x 12&quot; floor tile, red</td>
<td>1155 sf</td>
<td>0</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>2</td>
</tr>
</tbody>
</table>

Type: TSI=Thermal System Insulation  SURF=Surfacing Materials  MISC=Misc.
Quantity: CF=Cubic Ft  LF=Linear Ft  SF=Square Ft
Condition: G=Good  F=Fair  P=Poor
Dist. Pot.: L=Low  M=Medium  H=High
Pole Building (Parcel E)
<table>
<thead>
<tr>
<th>Floor</th>
<th>Space</th>
<th>Location</th>
<th>Type</th>
<th>Description</th>
<th>Quantity</th>
<th>Height (Feet)</th>
<th>Condition</th>
<th>Disturbance Potential</th>
<th>AHERA Category</th>
<th>Homog. Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Interior</td>
<td>MISC</td>
<td>Window glazing</td>
<td>4 win</td>
<td>8-14</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>Interior</td>
<td>MISC</td>
<td>Electric panels (some stored in building)</td>
<td>5 panel</td>
<td>0-7</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>Assumed</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>Exterior</td>
<td>MISC</td>
<td>White paper on grain bin</td>
<td>400 lf</td>
<td>0-10</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>2</td>
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<tr>
<td>1</td>
<td>2</td>
<td>Exterior</td>
<td>MISC</td>
<td>Black tar on grain bin</td>
<td>5 sf</td>
<td>0-10</td>
<td>G</td>
<td>L</td>
<td>7</td>
<td>3</td>
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Type: TSI=Thermal System Insulation  SURF=Surfacing Materials  MISC=Misc.
Quantity: CF=Cubic Ft  LF=Linear Ft  SF=Square Ft
Condition: G=Good  F=Fair  P=Poor
Dist. Pot.: L=Low  M=Medium  H=High
Appendix D
Quonset Hut (Parcel D – Building D1) &
Grain Elevator (Parcel D – Building D2)
### Laboratory Results

<table>
<thead>
<tr>
<th>Lab Sample Number: 19-10-00419-001</th>
<th>Preparation Date: 10/03/2019</th>
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<tr>
<td>Client Sample Number: PCB-112</td>
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<tr>
<td>Sample Matrix: Caulk</td>
<td>Sample Weight (g): 1.032</td>
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<td>Reporting Limit (mg/kg): 4.9</td>
<td>Narrative ID:</td>
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<table>
<thead>
<tr>
<th>Aroclor 1016 (mg/kg)</th>
<th>Aroclor 1221 (mg/kg)</th>
<th>Aroclor 1232 (mg/kg)</th>
<th>Aroclor 1242 (mg/kg)</th>
<th>Aroclor 1248 (mg/kg)</th>
<th>Aroclor 1254 (mg/kg)</th>
<th>Aroclor 1260 (mg/kg)</th>
<th>Aroclor 1262 (mg/kg)</th>
<th>Aroclor 1268 (mg/kg)</th>
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</thead>
<tbody>
<tr>
<td>&lt;4.9</td>
<td>&lt;4.9</td>
<td>&lt;4.9</td>
<td>&lt;4.9</td>
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<td>&lt;4.9</td>
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</tbody>
</table>

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<th>Lab Sample Number: 19-10-00419-002</th>
<th>Preparation Date: 10/03/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Sample Number: PCB 116&amp;117</td>
<td>Analysis Date: 10/05/2019</td>
</tr>
<tr>
<td>Sample Matrix: Caulk</td>
<td>Sample Weight (g): 1.000</td>
</tr>
<tr>
<td>Reporting Limit (mg/kg): 1.0</td>
<td>Narrative ID:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Aroclor 1016 (mg/kg)</th>
<th>Aroclor 1221 (mg/kg)</th>
<th>Aroclor 1232 (mg/kg)</th>
<th>Aroclor 1242 (mg/kg)</th>
<th>Aroclor 1248 (mg/kg)</th>
<th>Aroclor 1254 (mg/kg)</th>
<th>Aroclor 1260 (mg/kg)</th>
<th>Aroclor 1262 (mg/kg)</th>
<th>Aroclor 1268 (mg/kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;1.0</td>
<td>&lt;1.0</td>
<td>&lt;1.0</td>
<td>&lt;1.0</td>
<td>&lt;1.0</td>
<td>3.3</td>
<td>&lt;1.0</td>
<td>&lt;1.0</td>
<td>&lt;1.0</td>
</tr>
</tbody>
</table>
Sample Narratives:

Preparation Method: EPA SW846 3550C
Analysis Method: EPA SW846 8082A

Reviewed By Authorized Signatory: Tasha Eaddy
QA/QC Clerk

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. All internal quality control requirements associated with the batch were met, unless otherwise noted. Results represent the analysis of samples submitted by the client. Unless otherwise noted, samples are reported without a dry weight correction. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. Virginia Certification #460172 NY ELAP #11714.

Legend

<table>
<thead>
<tr>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>g</td>
</tr>
<tr>
<td>mg/kg</td>
</tr>
</tbody>
</table>
# PCB Chain-of-Custody Form

**SHIP TO:** 7469 Whitepine Rd. Richmond, VA 23237  
**Phone:** (800) 347-4010  **FAX:** (804) 275-4907  
**ONLINE CLIENT PORTAL AVAILABLE FOR ANALYSIS RESULTS AT:**  
www.leadlab.com

**Company Name:** Landmark Environmental LLC  
**Account Number:** 20483  
**Address:** 2042 West 98th St  
**City/State/Zip:** Bloomington, MN 55131  
**Phone:** 952-666-2422  
**Email:** mmieir@landmarkenv.com  
**Fax:**  
**P.O. #:**  
**Project Name / Testing Address:** 18192.04/Grain Ridge  
**City/State (Required):** Litchfield, MN  
**LAB USE:** Cooler Receipt Info: Sufficient Ice: Yes/No  
**Temp:**  
**Containers Preserved: Yes/No**  
If no, explain  
**Custody seal present/intact: Yes/No**  
**Initials:**  
**Date:**

**TURN AROUND TIMES:** IF NO TAT IS SPECIFIED, SAMPLE(S) WILL BE PROCESSED AND CHARGED AS 5 - DAY TAT.

<table>
<thead>
<tr>
<th>No.</th>
<th>Client Sample ID</th>
<th>Collection Date</th>
<th>Extraction Method</th>
<th>Matrix</th>
<th>Area Sampled</th>
<th>Grab or Composite</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PCB-112</td>
<td>9/26/19 10 AM</td>
<td>Ultrasonic, Soxhlet</td>
<td>X</td>
<td></td>
<td></td>
<td>Sample in bag</td>
</tr>
<tr>
<td>2</td>
<td>PCB-116+117</td>
<td>I</td>
<td></td>
<td>L</td>
<td></td>
<td></td>
<td>For Analysis</td>
</tr>
</tbody>
</table>

**Released by:** Mark Meier  
**Signatures:**  
**Received by:**  
**Signature:**  
**Date/Time:** 10/3/19 11 AM
Pole Building (Parcel E)
Laboratory Results

<table>
<thead>
<tr>
<th>Sample Matrix</th>
<th>Aroclor 1016 (mg/kg)</th>
<th>Aroclor 1221 (mg/kg)</th>
<th>Aroclor 1232 (mg/kg)</th>
<th>Aroclor 1242 (mg/kg)</th>
<th>Aroclor 1248 (mg/kg)</th>
<th>Aroclor 1254 (mg/kg)</th>
<th>Aroclor 1260 (mg/kg)</th>
<th>Aroclor 1262 (mg/kg)</th>
<th>Aroclor 1268 (mg/kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caulk</td>
<td>&lt;4.6</td>
<td>&lt;4.6</td>
<td>&lt;4.6</td>
<td>&lt;4.6</td>
<td>&lt;4.6</td>
<td>&lt;4.6</td>
<td>&lt;4.6</td>
<td>&lt;4.6</td>
<td>&lt;4.6</td>
</tr>
</tbody>
</table>

Sample Narratives:

Preparation Method: EPA SW846 3550C
Analysis Method: EPA SW846 8082A

Reviewed By Authorized Signatory: Tasha Eaddy
QA/QC Clerk

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. All internal quality control requirements associated with the batch were met, unless otherwise noted. Results represent the analysis of samples submitted by the client. Unless otherwise noted, samples are reported without a dry weight correction. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. Virginia Certification #460172. NY ELAP #11714.

Legend

- g = gram
- mg/kg = milligram per kilogram
### PCB Chain-of-Custody Form

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**Phone:** (800) 347-4010  **FAX:** (804) 275-4907  
**ONLINE CLIENT PORTAL AVAILABLE FOR ANALYSIS RESULTS AT:**  
www.leadlab.com

**Company Name:** Landmark Environmental LLC  
**Account Number:** 201483  
**Address:** 2042 West 98th St  
**City/State/Zip:** Bloomington, MN 55431  
**Phone:** 952-666-2422  
**Email:** pmeier@landmarkenv.com  
**Fax:**  
**Project Name / Testing Address:** 1892 04/Pole Barn  
**City/State (Required):** Clearfield, UT 84015  
**P.O. #:**  
**LAB USE:** Cooler Receipt Info: Sufficient Ice: Yes/No  
**Temp:**  
**Containers Preserved: Yes/No**  
**If no, explain**  
**Custody seal present/intact: Yes/No**  
**Initials:**  
**Date:**

**TURN AROUND TIMES: IF NO TAT IS SPECIFIED, SAMPLE(S) WILL BE PROCESSED AND CHARGED AS 5 - DAY TAT.**

<table>
<thead>
<tr>
<th>No.</th>
<th>Client Sample ID</th>
<th>Collection Date</th>
<th>Time</th>
<th>Extraction Method</th>
<th>Matrix</th>
<th>Area Sampled (cm²)</th>
<th>Grab or Composite</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PCB-2</td>
<td>10/6/19</td>
<td>9 AM</td>
<td>Ultrasonic</td>
<td>Chalk</td>
<td>10×10</td>
<td>Grab</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>AM/PM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td>AM/PM</td>
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<td>AM/PM</td>
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<td>8</td>
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<td>AM/PM</td>
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<td>AM/PM</td>
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<td>AM/PM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Released by:** [Signature]  
**Received by:** [Signature]  
**Date/Time:** 10/6/19 12:00

**Due Date:** 10/08/2019  
(Tuesday) AE
AGENDA ITEM

CITY COUNCIL MEETING: October 21, 2019

Special (Work Session) Agenda: ____
Consent Agenda: _____
Regular Agenda: x____


BACKGROUND: At the regular meeting on October 7, 2019, the City Council received a petition from Jerry Thomas and Mike Corrow requesting the surface and utility improvements to their new Sunrise Addition 3. This proposed subdivision would add approximately 45 buildable lots to the area. Should the City Council order in the improvements, they would likely occur in 2020.


BUDGETED: _X_ N/A  _ No  _ Yes  Fund:

STAFF PERSON REQUESTING: Greg Kimman
City of Little Falls

RESOLUTION 2019-66

ACCEPT PETITION AND ORDER FEASIBILITY REPORT, SURFACE AND/OR UTILITY IMPROVEMENTS, PUBLIC IMPROVEMENT 386

WHEREAS, the City of Little Falls received a petition requesting surface and/or utility improvements within a new subdivision to Little Falls called Sunrise Addition 3, on October 7, 2019; and

WHEREAS, a petition was received by property owners of 100% of the abutting footages for said improvements; and

WHEREAS, it is proposed to make the hereinafter-described improvements, and to assess the benefited property for all or a portion of the costs of said improvements, pursuant to Minnesota Statutes of 1953, Chapter 429, as amended. Said improvements are described as:

Complete grading and bituminous surfacing, sanitary sewer mains, sanitary sewer service lines, watermains, water service lines, and related appurtenances thereto within Sunrise Addition 3, to the City of Little Falls.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Little Falls that the proposed improvements be referred to the City of Little Falls Engineering Department and/or their consulting engineer, and they are instructed to report to the City Council, advising the City Council in a preliminary way, as to whether the proposed improvements are feasible, and as to whether they should be best made as proposed or in connection with some other improvement, and the estimated cost for the improvement as recommended.

Passed this 21st day of October, 2019.

ATTEST: Brad Hircock, Council President

__________________________
Jon Radermacher, City Administrator

Approved this 21st day of October, 2019.

__________________________
Gregory J. Zylka, Mayor

(SEAL)
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between City of Little Falls ("Employer") and American Federation of State, County and Municipal Employees, Council No. 65 ("Union").

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the appropriate unit ("Bargaining Unit Employees");

WHEREAS, the Employer and Union are parties to a labor contract for January 1, 2019 through December 31, 2020;

WHEREAS, Douglas Stewart is a Bargaining Unit Employee;

WHEREAS, the Employer assigned Douglas Stewart to perform a material increase in the nature, level, and/or quantity of work for such employees;

WHEREAS, 12.7 of the Labor Agreement prohibits accrual of vacation in excess of 240 hours; and

WHEREAS, the Employer and the Union desire to make an exception to the requirements of 12.7 for Douglas Stewart.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Vacation Accrual

Douglas Stewart is credited with 7.70 vacation hours per pay period through October 31, 2019 to the extent total vacation hours accrued does not exceed 300 hours at any given time. All hours of Douglas Stewart’s vacation time accrued in excess of 240 hours as October 31, 2019 will be deducted from his accrued vacation time and forfeited in their entirety.

Article 2. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any waiver or admission of the Employer that it is bound by terms of conditions of employment of predecessor employers, precedent, past practice or otherwise place any prohibition or limitation on any management right of the
Employer except as otherwise prohibited or limited by the express terms of this MOU. The Employer expressly reserves the right to exercise all of its management rights without limitation, including the right to make any decision and implement any such decision related to these issues consistent with the law in its sole discretion.

**Article 4 Amendment or Modification**

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

**Article 5 Voluntary Understanding of the Parties**

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm’s-length negotiations during which all such parties were represented.

**Article 6 Execution and Effective Date**

This MOU is executed and effective on the latest date affixed to the signatures below.

IN WITNESS HEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures hereto.

FOR THE EMPLOYER

Its Council President

Its City Administrator

Date: ____________________

FOR THE UNION

Its Business Agent

Its President

Date: 10/15/19
AGENDA ITEM

CITY COUNCIL MEETING: October 21, 2019

Special (Work Session) Agenda: ____
Consent Agenda: _____
Regular Agenda:  x____

TITLE OF THE ITEM FOR CONSIDERATION: Internship, Wastewater Facility

BACKGROUND: Saint Cloud Technical and Community College has a student looking to complete their internship as a part of the Water Environmental Technologies program. Chad Peterson is requesting authorization to intern at the City’s Wastewater facility.

New to the internship program, a couple of things need to be completed. Saint Cloud Technical and Community College requires a position description and points designating its place within the pay structure. Staff has drafted a position description for your approval with the assigned points of 125, which falls within the Part-time Pay Grade 3 at $11.93 per hour.

Next, in the past this program was run through Sourcewell, with the interns being an employee of Sourcewell. They have now changed that program to be a reimbursement program whereby the City employs the intern with a wage reimbursement up to $12.00 per hour.

ACTION REQUEST: The City Council take the following individual action: 1] approve the position description for the Intern Wastewater Operator at the assigned points of 125 in Pay Grade 3 at $11.93 per hour; and 2] authorize the execution of the agreement with Sourcewell for reimbursement costs.

BUDGETED: __ N/A    x No    __ Yes    Fund: Wastewater Budget/Sourcewell Reimbursement

STAFF PERSON REQUESTING: Matt Streit and MaKayla Payne
POSITION DESCRIPTION
INTERN WASTEWATER OPERATOR

PURPOSE, SCOPE AND WORKING RELATIONSHIPS:
Provides assistance, in a learning environment, with various duties associated to the operation of the municipal Wastewater Treatment facility, including collections systems, pretreatment plant; lift stations; activated sludge and ABF tower, RDP lime stabilization process, Bio-Rem odor control system and generator operations, along with routine building and grounds maintenance and minor repair and maintenance of equipment.

This position may also assist, when necessary, in the operation of the municipal water plant including intake, filtration, treatment, pumping water, reservoirs, well towers, lagoons, booster station, PRV station, generator operations along with hydrant flushing, routine building and grounds maintenance and minor repair and maintenance of equipment.

Reports to: Interim Wastewater Superintendent
Supervision: None

PRIMARY DUTIES AND RESPONSIBILITIES
• Assist with operations of the facility by monitoring, checking charts and meters, interpreting readings and collecting samples. Assist with conducting various tests such as pH, dissolved oxygen, settleable solids, bacteria analysis; assist with completion of some advanced tests such as biochemical oxygen demand and suspended solids; assist with interpretation and monitoring of test results for process and adjustment of chemical feed equipment; assist with installation and removal of tanks of chlorine and sulfur dioxide; and handling and mixing chemical ingredients and solutions. Assist with operating and maintaining the RDP process and Bio-Rem system including proper documentation and records.
• Assists in completion of reports for local, state and federal compliance.
• Assists in the maintenance and repair of wastewater and lift station equipment including pumps, routine inspections, cleaning and troubleshooting.
• Performs general maintenance of the facilities including, but not limited to, cleaning, painting and various custodial duties.
• Perform other duties as apparent or required.

KNOWLEDGE, SKILLS AND ABILITIES:
• Ability to operate, use and maintain laboratory equipment, to conduct routine and advanced chemical and bacteriological analyses required for pollution control, operations efficiency, industrial discharge monitoring, and soil analysis.
• Ability to perform site analysis and recommendations for fields considered for lime sludge disposal and sludge disposal; prepare site application and annual reports as required by various State and Federal agencies.
• Ability to establish and maintain effective working relationships with fellow employees, supervisors, and the public.
• Ability to understand and follow oral and written instructions.
• Ability to communicate clearly and concisely in English, both orally and in writing.
MINIMUM QUALIFICATIONS:
- High school diploma or G.E.D.
- Must be eighteenth (18) years of age or older.
- In the process of completing a Water Environmental Technologies program through a college/university.
- Ability to be mobile in a variety of work environments, including but not limited to, climbing steps, ramps and ladders, and entry of confined spaces; possess sufficient physical strength and agility to perform regular lifting and moving of materials and equipment; reach overhead and bend down to operate valves, levers and handwheels; ability to shovel material and operate high pressure hoses; including passing a physical examination.

PHYSICAL DEMANDS
The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works near moving mechanical parts or in outside weather conditions. The noise level in the work environment is usually quiet while in the office, or moderately noisy when in the field. The work environment is also subject to various odors.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer, technology, and requirements of the job change.

City Council Approved
Date: 10/21/19
2019 Sourcewell Staffing Agreement

This Staffing Agreement ("Agreement") is made by and between Sourcewell, located at 202 - 12th Street NE, PO Box 219, Staples, MN 56479, [City of Little Falls] ("Member"), located at [100 7th Ave. NE], and [Chad Peterson] ("Staff") located at [insert address]. Sourcewell, Member, and Staff shall be collectively known as "Parties."

1. **Term.** This Agreement shall begin on [10/7/2019] and continue for period of [10 months]. Sourcewell, Member, and Staff all reserve and shall have the unconditional right to terminate and cancel this Agreement at any time by providing written notice to the other parties.

2. **Services.** Staff shall be assigned to provide services as may be requested by [The City of Little Falls], including the following [water/wastewater plant operations]. The Staff understands, acknowledges, and agrees that he/she will not normally be requested or allowed to work more than 8 hours per day or 40 hours per week.

3. **Compensation.** Staff shall be compensated by Member in the amount of $96 per day for each full day worked pursuant to this Agreement. Staff shall not be compensated for partial days unless Member agrees otherwise on a case-by-case basis. Compensation amount shall not exceed $7680.00.

4. **Invoicing.** Member must submit an invoice to Sourcewell, so it may be reimbursed for compensation paid to Staff. Member may submit invoices on a monthly basis, or it may submit one invoice covering the entire term of this Agreement. If Member elects to submit monthly invoices, Sourcewell must receive each invoice by noon on the first Tuesday of each month for work completed in the previous month.

5. **Employment.** The Parties agree and understand that Staff is acting as an agent or employee of the Member. Therefore, Staff may be eligible for benefits from retirement, Social Security, PERA, State Unemployment Insurance, Workers Compensation, or those benefits reserved for employees of Member. In addition, Member has discretion to determine whether it will reimburse Staff for travel expenses. However, Sourcewell will not reimburse Member for the cost of any optional benefits.

6. **Government Data.** The Parties acknowledge that Sourcewell is subject to the Minnesota Government Data Practices Act (MGDPA) at Minnesota Statutes, Chapter 13. The Parties further acknowledge that any data collected, created, received, maintained, or disseminated in conjunction with this Agreement are obtained for Member’s benefit and are Member’s sole property with the exception of data Sourcewell maintains to provide ongoing services to Member. If Member is also subject to the MGDPA, Member shall be responsible for ensuring government data related to this Agreement is appropriately classified, categorized, and inventoried as required by the MGDPA, for protecting such data in accordance with the Act, and for responding to any related public data requests.
7. **Assignment.** This Agreement shall be binding and inure to the benefit of the Parties and shall not be assigned or transferred without written agreement by the parties.

8. **Limitation of Liability.** Except for the Parties’ obligations pursuant to Sections 2 and 3, neither party shall be liable to the other party for any special, consequential, punitive, incidental, or indirect damages or any damages for lost data, business interruption, lost profits, lost revenue, or lost business arising out of or in connection with this Agreement, however caused and based on any theory of liability, arising out of this Agreement, whether or not such party has been advised of the possibility of such damage, and notwithstanding any failure of essential purpose of any limited remedy.

9. **Indemnification.** Each party agrees to defend, indemnify, and hold the others harmless from any and all claims and demands which may result from the negligence of the others in connection with their duties and responsibilities under this Agreement, unless such action is a result of intentional wrongdoing of the other party. The Parties agree to be responsible for their own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Sourcewell’s liability shall be governed by Minnesota Statutes, Chapter 466, and other applicable law.

10. **Approval.** Member shall approve placement of the Staff by signing below. Member’s liability under this Agreement is limited to that specifically outlined herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year executed below.

[Staff Name]

Authorized Signature – Signed

By [Name] – Printed

Title ____________________________

Date 10-01-19____________________

Sourcewell

Authorized Signature – Signed

By [Name] – Printed

Title Manager C+C Solutions

Date ____________________________

APPROVED BY:

[City of Little Falls]

Authorized Signature – Signed

By [Name] – Printed

Title Council President

Date October 21, 2019____________________
To: Jon Radermacher, City Administrator
From: Chief Greg Schirmers
Date: October 17, 2019
RE: Resignation of Trace Swanson

Jon

I have been notified by Trace Swanson that he will be resigning effective December 13, 2019.

I am requesting authorization to begin the hiring process to replace the full time police officer position.

Respectfully

Greg Schirmers

Greg Schirmers
Dear Mr. Schirmers,

Please accept this letter as that I will be resigning from my job here at Little Falls Police Department on 12/13/2019.

Thank you for your support and everything thing that you have provided me over the course of the last 3 years. The department here is something special that you have and I will miss everyone here. I will continue my adventure and hold this job and everyone close to me.

If I can do anything to help with your transition in finding and training my replacement, please let me know.

Sincerely,

Trace Swanson
AGENDA ITEM

CITY COUNCIL MEETING: October 21, 2019

Special (Work Session) Agenda: ___
Consent Agenda: _____
Regular Agenda: x_____

TITLE OF THE ITEM FOR CONSIDERATION: ArchiveSocial Agreement

BACKGROUND: ArchiveSocial has approached the City regarding automated social media archiving services. ArchiveSocial is an automated social media archiving service that helps meet the need for public record archiving and servicing data practices records requests. Communications on social media and messaging applications are subject to the same disclosure guidelines as communications on more conventional mediums such as email, text or paper.

Information posted to social media by public agencies, as well as the comments and replies received on that information, can constitute public records in Minnesota and must be retained. Social media increasingly serves as a primary communications channel with the public. The ability to retain and produce accurate records of our social media becomes increasingly important and records of social media content may prove critical in protecting the City of Little Falls during legal proceedings and other risk-oriented circumstances.

ArchiveSocial currently archives social media such as Facebook, Twitter, YouTube, Instagram, LinkedIn, Vimeo, Pinterest, and Flickr. ArchiveSocial is used by agencies including the City of Saint Cloud, Stearns County, Willmar, Hutchinson, Plymouth, and Minneapolis. Their proposal for the balance of 2019 is $398 and $2,388 for 2020.

The City Attorney has reviewed and has a concern about the limitations to liability in the Agreement, specifically in Clause 4(d) and 5(d), and that ArchiveSocial is unwilling to negotiate those terms. The Attorney’s opinion is that the City could move forward with the agreement, with the understanding of the limitations to liability for ArchiveSocial based on this agreement.

ACTION REQUEST: The City Council authorize the execution of an Enterprise Software License Agreement with ArchiveSocial, Inc., North Carolina, to capture and archive the City’s records of online social media communications, at a cost of $398 for 2019 and $2,388 for 2020, to be charged to the appropriate department budgets.

BUDGETED: _ N/A _x No _ Yes Fund: Administration and Police Budgets

STAFF PERSON REQUESTING: Jon Radermacher and Greg Schirmers
ENTERPRISE SOFTWARE LICENSE AGREEMENT

This Enterprise Software License Agreement (this “Agreement”) is effective this 1st day of November, 2019 (the “Effective Date”), by and between ArchiveSocial, Inc. a North Carolina corporation whose principal place of business is located at 212 W Main St, Ste 500, Durham, NC 27701 with mailing address of P.O. Box 3330, Durham, NC 27702-3330 (“Licensor”) and City of Little Falls, a government entity whose principal place of business is located at 100 NE 7th Ave., Little Falls, MN 56345 (“Licensee”). Licensee and Licensor may hereinafter jointly be referred to as the “parties.”

WHEREAS, Licensor has developed and licenses proprietary online software that assists in capturing and archiving records of online social media communications (including all updates, upgrades, modifications and improvements thereto generally made available by Licensor to other similar commercial licensees, the “Software”) and related documentation delivered or provided to Licensee (the “Documentation” and, along with the Software, the “Service”), all as more fully described and accessed at http://archivesocial.com/ (the “Website”); and

WHEREAS, Licensee would like to license such software for the limited and express purposes and term set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSE.

(a) General. On the terms and subject to the conditions of this Agreement, including the payment of all the fees and charges required hereunder, Licensor grants to Licensee, and Licensee accepts, a non-exclusive, limited, nontransferable, license (without the right to sublicense) to access and use the Service, including the Software, solely in the form provided by Licensor through the Website, for any purpose not prohibited by law or by the terms and conditions of this Agreement (the “License”). The License and rights granted to Licensee herein terminate upon the termination or expiration of this Agreement as set forth herein.

(b) Restrictions on Use. Licensee covenants and agrees that it shall not, and shall cause its affiliates, owners, members, managers, directors, employees, agents, contractors or other third parties who use the Website and/or the Service on behalf of, at the direction of or for the benefit of Licensee (collectively, Licensee’s “Representatives”) to not, (i) sell, license (or sublicense), lease, assign, transfer, pledge, or share (including as a time share, service bureau or otherwise) any of Licensee’s rights under, in or to the License and/or the Service with or to any third party; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance all or any party of the Website, the Services or the Software or create any derivative works or otherwise merge or utilize all or any part of the foregoing with or into other computer programs, website,
service or other materials or attempt to discover all or any part of the Website’s, the Service’s or the Software’s source code; (iii) use the Website or the Service to access or use any content, information or material to which such person or entity does not have the necessary right or license, or otherwise knowingly violate, breach or infringe the intellectual property, contractual or other rights of any third party; or (iv) knowingly violate any applicable law, regulation, ordinance, contract, order or other agreement that is binding on such person or entity’s use of the Website or the Service.

(c) **Reservation of Rights.** Nothing herein shall be construed to convey any ownership or proprietary right or interest in the Website, Service, Software or Documentation or any other information or materials provided by Licensor to Licensee in connection with the Service, or any portion or copy thereof, to Licensee or any of its Representatives. As between the parties hereto, all intellectual property and proprietary rights in the Website, Service, Software and the Documentation shall remain the sole and exclusive property of Licensor. All inventions (including, without limitation, discoveries, concepts, ideas, know-how, improvements, derivative works and feedback, whether or not constituting protectable intellectual property and whether or not reduced to practice) arising out of Licensee’s use of the Website, Service or Software shall be and remain the sole property of Licensor and shall be subject to the terms of this Agreement. Accordingly, Licensee hereby covenants and agrees that it will assign and will cause its Representatives to assign, and upon the authorship, development or creation of any such invention expressly and automatically does assign, all right, title and interest to any such invention to Licensor. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

2. **SUPPORT AND SERVICE.** Licensor shall provide commercially reasonable support in connection with Licensee’s use of the Service including, without limitation, providing (i) initial deployment and integration support as mutually agreed by the parties and (ii) phone and email access for Licensor inquiries pertaining to the Website, Service or Software during standard business hours (9:00am EST to 5:00pm EST, M-F except holidays) and responses to such inquiries within a commercially reasonable time period depending on the urgency or severity of the specific problem or request. Licensee and Licensor shall each provide a designated point of contact (i.e., a single person or small team of people) for all support and service inquiries related to Licensee’s use of the Website, Service and/or Software and Licensor shall have no obligation to respond to support or service inquiries other than as submitted by such designated contact(s).

3. **PAYMENTS.** Licensee shall pay to Licensor the fees for the Software and for the Services, as set forth on Exhibit A hereto. All fees pursuant to this Agreement shall be invoiced by Licensor in advance. All fees shall be paid in U.S. dollars in immediately available funds and shall be made payable to Licensor. For the avoidance of doubt, Licensee’s failure to make any payment within 30 days of its receipt of an undisputed invoice from Licensor shall constitute a material breach of this Agreement.
4. TERM AND TERMINATION.

(a) Term of Agreement. This Agreement is effective beginning on the Effective Date and, unless this Agreement is earlier terminated in accordance with this Section 4, shall continue for the initial term of November 1st, 2019 through December 31st, 2019 and upon January 1st, 2020 continue for a period of 1 year, and Licsee may elect to renew this Agreement thereafter for successive periods of 1 year (each, a “Renewal Term”) by providing written notice of renewal to Licensor at least 30 days prior to the scheduled expiration of this Agreement. Licensor may increased the fees as provided in Exhibit A upon commencement of a Renewal Term, provided that Licensor issues written notice at least 30 days prior to the Renewal Term.

(b) Termination. In the event of a material breach by either party that is not cured within 30 days of receipt of written notice thereof from the other party, the non-breaching party may, by written notice to the breaching party, (i) terminate this Agreement; (ii) terminate or suspend Licensee’s access to or use of the Website, Service and/or Software; and/or (iii) pursue other legal and equitable rights and remedies to which it may be entitled. Either party may terminate this Agreement immediately by giving written notice to the other party if such other party institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of such party’s debts, or makes an assignment for the benefit of its creditors or commences dissolution proceedings. In addition, Licensor may terminate this Agreement and the License hereunder immediately upon the breach by Licensee of Section 1 hereof.

(c) Effect of Termination. Except as set forth in this Agreement, in the event of termination or expiration of this Agreement, the rights and obligations hereunder or thereunder, as applicable, shall terminate immediately; provided, however, that any payment or other obligation that has accrued as of such termination or expiration date shall survive such termination or expiration; provided, further, that in the event of the termination or expiration of this Agreement the rights and the obligations of the parties set forth in Sections 1(c) (Reservation of Rights), 5(d) (Service Disclaimer), 7 (Confidentiality), 11 (Limitation of Liability), 12 (Indemnification), 13 (Entire Agreement) and 15 (Additional Terms) of this Agreement, along with any other provision of this Agreement which is required to enforce the parties’ rights and obligations hereunder or by its terms continues after the termination of this Agreement, shall survive the termination or expiration of this Agreement and shall continue in effect as described therein.

(d) Return and Retention of Archived Content. At any time during the term of the Agreement, Licensee may export the Archived Content via the administrative panel in the Software. In addition, following the termination or expiration of this Agreement and Licensee’s written request within 30 days thereof, Licensor shall, within 30 days of its receipt of such request and in a commercially reasonable format determined by Licensor, provide Licensee with a copy of the data transmitted to and through supported social
media websites by Licensee to Licensor in connection with its use of the Service, as collected, modified and archived by Licensor in connection with its provision of the Service (collectively, the “Archived Content”). Thereafter, ArchiveSocial will allow 30 days for Licensee to retrieve the Archived Content. Upon expiration of such 30-day retrieval period, Licensor shall delete all such Archived Content and it is Licensee’s sole responsibility to seek another source for backing up or archiving such Archived Content and/or related data or content. LICENSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR SHALL HAVE NO OBLIGATIONS WITH RESPECT TO ANY Archived Content, INCLUDING THE MAINTENANCE OR PRESERVATION THEREOF, AND LICENSOR SHALL NOT BE LIABLE FOR ANY DISRUPTION OR TERMINATION OF LICENSEE’S OR ITS REPRESENTATIVES’ ACCESS TO OR USE OF THE WEBSITE, SERVICE, SOFTWARE, DOCUMENTATION AND/OR ARCHIVED CONTENT.

5. DESCRIPTION OF SERVICE; ARCHIVING AND ARCHIVED CONTENT

(a) Archived Content License. Licensee hereby grants Licensor a limited, worldwide, royalty-free, perpetual and irrevocable license, with right to sublicense, to use, reproduce, copy, access, view, modify, edit, perform, display, prepare derivative works of, reformat, translate, distribute and transfer Licensee’s Archived Content, solely and to the limited extent necessary to perform Licensor’s obligations hereunder and to provide Licensee with the Services including, without limitation, to disclose such Archived Content to the applicable Supported Site as necessary to comply with Licensor’s or Licensee’s terms and conditions of using such Supported Site.

(b) Supported Sites and Permitted Accounts. In addition to the license granted in Section 5(a), in order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensee must provide Licensor with certain information with respect to any social media account through a website, platform or service that Licensor supports (a “Supported Site”) and that Licensee would like to be included as part of Licensee’s Archived Content. Licensee represents, warrants, covenants and agrees that Licensee has not, and that Licensee will not, provide Licensor with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media site in connection with Licensee’s use of the Service and Licensor’s archival of any Archived Content other than with respect to user accounts for which (i) Licensee or a Representative of Licensee is the actual owner or (ii) Licensee has been explicitly authorized to provide such access (collectively, “Permitted Accounts”).

(c) Limitations on Licensor’s ability to provide the Service and maintain Archived Content. In order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensor relies on Licensee and on the owners and operators of the Supported Sites to provide Licensor with access to the content, data and/or information Licensee transmits to and through such Supported Sites, typically
through one or more application programming interfaces or "APIs". For instance, if Licensee changes any Permitted Accounts Information Licensee has provided to Licensor without, if necessary, first notifying Licensor as directed through the Website and/or Service, or otherwise limits or revokes Licensor’s ability to access any of Licensee’s Permitted Accounts, Licensor may be unable to continue to provide the Service as intended, or at all. It is also possible that, without any notification to Licensee or Licensor, one or more Supported Sites will (i) change their website or service, (ii) change the APIs through which Licensor accesses such website and/or service, (iii) amend the terms of use or other policies through which Licensee or Licensor use and access such website and/or service, (iv) provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data and/or information Licensee transmits to and through such Supported Site, and/or (v) take other actions to restrict Licensee’s or Licensor’s access to such website and/or service and the content, data and/or information contained therein. Any of these events could disrupt Licensor’s ability to provide the Service as intended, or to provide the Service at all, including Licensor’s ability to capture or to maintain Licensee’s Archived Content as described on the Website and elsewhere. In addition, it is also possible that Licensor’s ability to provide the Service or to capture or to maintain Licensee’s Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking or other security vulnerabilities, the failure of equipment or services provided by Licensor or by third parties or other events, including force majeure events.

(d) Service Disclaimer. WHILE LICENSOR WILL UNDERTAKE COMMERCIAL AND REASONABLE EFFORTS TO PROVIDE THE SERVICE (INCLUDING WITH RESPECT TO.archived content) TO LICENSEE, LICENSOR CANNOT AND DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO DO SO IN FULL AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO CAPTURE FULL AND ACCURATE RECORDS OF LICENSEE’S ARCHIVED CONTENT AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT ANY WEBSITE, PLATFORM OR SERVICE THAT IS CURRENTLY A SUPPORTED SITE WILL REMAIN A SUPPORTED SITE. ACCORDINGLY, LICENSEE’S USE OF THE WEBSITE AND THE SERVICE IS EXPRESSLY CONDITIONED ON LICENSEE’S ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LIMITATIONS SET FORTH IN THIS SECTION 5 AND THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 OF THIS AGREEMENT.

6. OWNERSHIP OF CONTENT. Licensor does not claim ownership of any content belonging to Licensee, including any Archived Content, except as expressly described in this Section with respect to Feedback; provided, however, that Licensee’s use of the Service is subject to Licensee’s granting of the license to Licensee’s Archived Content set forth in Section 5(a), as well as any other reasonably necessary license to any other content, in order for Licensor to perform Licensor’s obligations hereunder and to
provide Licensee with the Service. Notwithstanding the foregoing, any comments, feedback, ideas and/or reports about the Website or the Service that Licensee provides to Licensor, whether in written, electronic or any other form (collectively, “Feedback”), shall be considered Licensor’s proprietary and confidential information, and Licensee hereby irrevocably automatically transfers and assigns to Licensor, immediately upon creation, all of Licensee’s right, title and interest in and to such Feedback, including all intellectual property rights embodied in or arising in connection with such Feedback and any other rights or claims that Licensee may have with respect to any such Feedback.

7. CONFIDENTIALITY. Subject to public record law, Licensee shall not disclose, except in accordance with this Agreement, and shall take all necessary precautions to protect the confidentiality of and to cause its Representatives not to disclose and to protect the confidentiality of, any Confidential Information received from Licensor or its affiliates, employees or other agents under this Agreement, including, without limitation, requiring Licensee’s Representatives or others with access to the Confidential Information to be subject to confidentiality obligations similar in nature to those imposed by this Agreement and limiting access to the Confidential Information to Licensee’s Representatives on a “need to know” basis. Any Confidential Information may be used by Licensee only in connection with the License granted herein, unless otherwise agreed by the parties in writing. For the purposes of this Agreement, “Confidential Information” shall mean all business, technical, and financial information provided by Licensor to Licensee, including, without limitation, the Software and all accompanying Documentation and all proprietary information relating thereto. Confidential Information shall not include any information which is: (i) at the time of its disclosure previously known by Licensee, as demonstrated by Licensee’s records; (ii) in the public domain or becomes generally known or published through no fault of Licensee; or (iii) lawfully disclosed to Licensee by a third party free to disclose such information. The provisions under this Section 7 shall survive the expiration or termination of this Agreement for any reason for a period of five years. Immediately upon termination or expiration of this Agreement, Licensee agrees to return to Licensor or to delete all Confidential Information provided to Licensee, including copies of any software or documentation provided by Licensor to Licensee hereunder and, if requested by Licensor, provide Licensor with a written notice certifying that it has complied with the requirements of this sentence.

8. TRANSFERS. This Agreement, the License and all other rights, licenses, remedies, obligations and liabilities granted hereunder to Licensee may not be transferred or assigned to any other party without the express written consent of Licensor. Any attempted assignment or transfer in violation of this provision shall be void.

9. MUTUAL REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has the full corporate power and authority to execute, deliver and perform this Agreement; and (ii) this Agreement has
been duly and validly executed and constitutes the legal, valid and binding obligation of
such party, enforceable against such party in accordance with its terms.

10. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH
IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR
WARRANTIES WITH RESPECT TO THE WEBSITE, SERVICE AND/OR
SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE
IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND
FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY THE
LAWS IN LICENSEE’S JURISDICTION, NEITHER PARTY OR ITS
REPRESENTATIVES SHALL BE LIABLE (i) FOR ANY SPECIAL, INDIRECT,
CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR
LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND
THE LIKE) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT
OR LICENSEE’S USE OF THE WEBSITE, SERVICE AND/OR SOFTWARE, EVEN
IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH
DAMAGES OR (ii) ANY DIRECT DAMAGES OR OTHER AMOUNT IN EXCESS
OF THE CUMULATIVE FEES ACTUALLY RECEIVED BY LICENSOR DURING
THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING
RISE TO SUCH LIABILITY.

12. INDEMNIFICATION.

(a) Third-Party Infringement Claims. Licensor will defend at its expense or
settle any third-party claim against Licensee alleging that the Software or Service
provided under this Agreement infringe intellectual property rights. Licensor will pay
infringement claim defense costs, Licensor–negotiated settlement amounts, and damages
finally awarded by a court. Licensor has no obligation for any claim of infringement
arising from Licensee’s use of the Software and Services for purposes not contemplated
by this Agreement.

(b) Bodily Injury. Licensor will defend and indemnify Licensee and
employees, directors and agents against all damages for bodily injury, including death, or
damage to real or tangible personal property to the extent proximately caused by Licensor
in performance under this Agreement.

(c) Conditions. Licensor’s indemnification obligations under this Section 12
are conditioned upon the Licensee (i) promptly notifying the Licensor of any claim in
writing; (ii) cooperating with Licensor in the defense of the claim; and (iii) granting the
Licensor sole control of the defense or settlement of the claim.

13. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete
and exclusive statement of the agreement between Licensor and Licensee, which
supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this Agreement. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full effect.

14. **INDEPENDENT CONTRACTOR.** The parties are independent contractors and nothing contained herein shall be construed to create any other relationship between the parties. Nothing in this Agreement shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any other obligation, or represent to any third party that it has the right to enter into any binding obligation on the other party’s behalf. Furthermore, nothing in this Agreement shall be construed so as to obligate either party to enter into a further agreement.

15. **ADDITIONAL TERMS.** The waiver by either party of a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any future breach of any provision(s) of this Agreement. Neither party shall be liable for delays or failures of performance resulting from causes beyond its reasonable control. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. All notices or other communications to a party which are required or permitted pursuant to this Agreement shall be in writing to the address set forth for such party in the introduction to this Agreement. Any such notice shall be deemed sufficient if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or if delivered by any other means upon which the parties shall mutually agree. Any party may change the address to which notice is to be given by notice given in the manner set forth above.

16. **COUNTERPARTS.** This Agreement may be executed by electronic signatures or signatures delivered through electronic facsimile. The parties shall use commercially reasonable efforts to deliver to each other a fully executed original following the initial closure of the agreement through facsimile or electronic copies and/or signatures

[Signature Page Follows]
IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Software License Agreement effective the day and year first above written.

LICENSOR:

ArchiveSocial, Inc.

By: ________________________________
Name: Robert Sydnor
Title: COO

LICENSEE:

By: ________________________________
Name: Brad Hircock
Title: Council President
EXHIBIT A

Fees and Payments

1. **Base Service Fee**: Licensee shall pay an annual base service fee of $2,388 which shall be prorated for the initial term. The base service fee shall entitle Licensee to connect to the Service, up to 10 social media accounts from one or more social networking or social media websites, platforms or services supported as part of the commercially available Service (each a “Supported Site”) for which Licensor is either (i) the actual owner or (ii) explicitly authorized to provide access to such social media account (e.g., upon express authorization by Licensor’s Representative). Each such social media account shall be referred as a “Permitted Account”. Licensee is entitled to archive up to 1000 new social media records per month, in aggregate, from across all Permitted Accounts. For purposes of this Exhibit A, a “social media record” refers to any individual posting sent or received by a Permitted Account, including comments, status updates, and private messages. Large multimedia files, such as videos, are counted as multiple records with each 10-megabyte segment of a multimedia file counted as a single record.

2. **Add-on Service Fees**: If an add-on service is selected then Licensee shall pay the corresponding add-on annual service fee which shall entitle Licensee to access the service.

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3. **Service and Support**: There is no additional charge for service and support as provided in Section 2 of the Agreement.
AGENDA ITEM

CITY COUNCIL MEETING: October 21, 2019

Special (Work Session) Agenda: _____
Consent Agenda: _____
Regular Agenda: x____

TITLE OF THE ITEM FOR CONSIDERATION: Artists on Main Street Grant Application Participation

BACKGROUND: Local artist Heid Jueb has approached the City and Great River Arts to participate in a grant application to the Preservation Alliance of Minnesota in partnership with Springboard for the Arts. This new program explores ways the arts can help address the challenges affecting Main Street communities today.

Each community receives support on planning and implementing creative placemaking projects through training, one-on-one technical assistance, and cohort support to integrate arts-based problem solving. Artists on Main Street communities receive $20,000 for project funding and program implementation the first year and $10,000 the second year for artist-led solutions to a local challenge identified by the community. Training and resources will be provided in partnership with Springboard for the Arts to artists who live, work and have a personal investment in the community to make positive physical, economic and social impacts.

The City would work with Great River Arts on obtaining the grant funds with City Administrator Radermacher being the City’s representative on the program.

ACTION REQUEST: The City Council authorize participation/application to Preservation Alliance of Minnesota’s Artists on Main Street Program with Great River Arts on this program.

BUDGETED: _x_ N/A  _ No  _ Yes  Fund:

STAFF PERSON REQUESTING: Jon Radermacher
Discussion Item:
RETHOS / Springboard for the Arts

Due: October 25, 2019

Description:
The purpose of Artists on Main Street is to support rural community
development at the intersection of arts and culture, downtown revitalization
and historic preservation. Community or government organizations who are
actively work on downtown/Main Street revitalization and who are interested
in building new relationships with their creative community to creatively
address local goals and challenges are encouraged to apply.

Questions in the Proposal:

• What are the top 2 or 3 Main Street/Downtown goals or challenges that the Artists on Main
  Street program might address? These can be physical, social, economic, or other (i.e. empty
  storefronts, cultural/generational divides, long-term improvement projects, etc.).
• Why are you interested in working with artists on your Main Street/Downtown goals/
  challenges?
• Describe your local arts and culture community (arts organizations, individual artists, creative
  industry) and how you will get them involved in Artists on Main Street.
• What do you hope will be different in your downtown when this project is completed?
• Is there anything else you’d like us to know?

Why is this a good time for the City of Little Falls to Participate?

• With ArtPlace coming to an end, and OurTown Funding through the National
  Endowment for the Arts in the works, Little Falls is prime for continued
  expansion in creative placemaking efforts such as this grant is providing.
• Allowing for the creatives of the community to shine through this type of grant is a
  way to showcase our community assets, history, and future.
• This project can coincide with many other efforts, such as our already strong and
  evolving arts and culture sector, our discussions around Local Foods, and our
  active event programming like the block parties, Rock the Park, and school-
  based programming.
Program Benefits:

¥ Creative Community Development trainings and cohort exchanges for Downtown/Main Street leaders, their partners/stakeholders and other participating Artists on Main Street communities (3x per year).

¥ $25,000 in funding for small artist-led projects, using Artists on Main Street’s creative placemaking training and selection process, that help communities accomplish their goals or address challenges related to downtown and main street ($15,000 in year 1, $10,000 in year 2)

¥ Administrative support to cover staff costs, marketing, or other program management needs. ($5,000 per year)

¥ Ongoing mentorship and technical support from Springboard and Rethos for strengthening and sustaining your community’s creative community development infrastructure.

Eligibility:

¥ Artists on Main Street is open to any Minnesota community with a population of 25,000 or less.

¥ Lead applicant must be a community or government organization actively working on downtown/main street revitalization (examples: Main Street organization, Chamber of Commerce, Downtown Councils)

¥ Applicant must identify 2-3 Planning Team members who have a strong interest in learning how to work and collaborate with artists on community development issues, and can represent a wide variety of sectors - government, education, arts, recreation, economic development, etc. It is strongly recommended to include a city representative as one of the community leaders and/or the organizational partner.

¥ If not a City entity, applicant must submit a letter of support from a City representative that will be a liaison with city processes for Artists on Main Street (e.g. parks official, Mayor, city planner, etc)

¥ Applicant and Planning Team must commit to attending the first Artist on Main Street Cohort Meeting on January 16th, 2020 from 10am to 3pm (tentative - location will be determined once communities are selected).

Selection Timeline:

¥ Complete and submit application by Friday, October 25, 2019

¥ Selected communities will be notified by Tuesday, November 12, 2019

¥ If selected, applicant must confirm participation with Rethos by Friday, November 22, 2019

¥ Participate in orientation call in early December 2019
Program Timeline:

Year 1

**January 16, 2020:** Cohort meeting #1

**March - April, 2020:** Each community hosts 1 - 2 Creative Placemaking workshops for their local artists

**April - May, 2020:** Review and selection of artist project proposals

**May - October, 2020:** Artist projects take place

**July, 2020:** Cohort meeting #2

**November, 2020:** Cohort meeting #3

**November - December, 2020:** Evaluation and planning for year 2

Year 2 TO BE DETERMINED DURING YEAR ONE
City of Little Falls

RESOLUTION 2019-67

RESOLUTION ADOPTING FINDINGS OF FACT AND REASONS FOR APPROVAL, VARIANCE APPLICATION OF VERTIN HOLDINGS LLC

Facts:
WHEREAS, Vertin Holdings LLC is the owner of the parcel of land legally described as Lot 1, Block 38, Original Plat, to Little Falls, parcel identification number 48.0350.000, property addition is 514 Northeast Fourth Street; and

WHEREAS, Vertin Holdings LLC, have applied to the City for a variance to allow for the construction of an 18’ x 24’ garage and related driveway (approximately 10’ x 16’) on the rear portion of the subject lot on a property sized approximately 6,000 square feet; and

WHEREAS, the proposal would vary from Little Falls City Code, Chapter 11, Section 11.03, Subdivision E.5, in that it would allow for approximately 2,580 square feet of impervious coverage, which is in excess of the limit for impervious coverage allowed, in this case is 33% of the 6,000 square foot lot size, or 1,980 square feet.

WHEREAS, the subject property is currently zoned One and Two Family Residential District R-1; and

WHEREAS, following a public hearing on the application that was held on October 14, 2019, the City of Little Falls’ Planning Commission has recommended approval of the requested variance with no conditions to its approval; and

WHEREAS, the City Council of the City of Little Falls reviewed the requested variance at its regular meeting held on October 21, 2019; and

Applicable Law:
WHEREAS, Minnesota Statute 462.357, Subdivision 6, provides: 1) variance shall be only permitted: when they are in harmony with the general purposes and intent of the ordinance, and when the variances are consistent with the Comprehensive Plan; and 2) variance may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. “Practical difficulties”, as used in connection with the granting of a variance, means that (a) the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; (b) the plight of the landowner is due to circumstances unique to the property not created by the landowner; and (c) the variance, if granted, will not alter the essential character of the locality; and

WHEREAS, Little Falls City Code, Chapter 11, Section 11.04.C. allows variances if the criteria in Minnesota Statutes 462.357 have been met.

Conclusions of Law:
WHEREAS, The requested variance is in harmony with the purposes and intent of the ordinance because while exceedance of the impervious coverage limit would normally not be consistent with the intent of the ordinance, the very small size of this lot and the lack of off-street parking on the lot combine to mean that the intent of the ordinance would be better served allowing for off-street parking for at least two vehicles than to deny the requested variance; and
Resolution 2019-67
page two

WHEREAS, the requested variance is not inconsistent with the Comprehensive Plan because the Comprehensive Plan identifies this property as appropriate for residential uses and identifies goals related to protecting the Mississippi River. Because the site is relatively far away from the Mississippi River and any concerns regarding the quality of stormwater runoff are addressed by the natural soils on the property, which allow for rapid infiltration of stormwater; and

WHEREAS, the property owner does propose to use the property in a reasonable manner because the desire to have a relatively small two-stall garage provides for off-street parking in a manner protected from the elements and helps to meet requirements in the City Code for off-street parking, of which there is currently none on the lot; and

WHEREAS, there are unique circumstances to the property not created by the landowner in that the need for the variance is due largely to the very small size of the lot, the presence of a relatively large pre-existing building on the lot (what used to be a church) and the relatively recent change in the City Code the reduced the amount of impervious coverage allowed significantly; and

WHEREAS, the variance will maintain the essential character of the locality because the property will remain residential in character and as such no alteration of the area’s essential character (which is also residential) will occur.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Little Falls, Minnesota, that the application to issue a variance to allow Vertin Holdings LLC to construct an 18’ x 24’ garage and related driveway (approximately 10’ x 16’) on the rear portion of the subject lot on a property sized approximately 6,000 square feet as described in their variance application so as to deviate from the aforementioned section of the Little Falls City Code is hereby approved without any conditions.

Passed this 21st day of October, 2019.

________________________________________
Brad Hircock, Council President

ATTEST:

________________________________________
Jon Radermacher, City Administrator

Approved this 21st day of October, 2019.

________________________________________
Gregory J. Zylka, Mayor

(SEAL)
RESOLUTION 2019-61

RESOLUTION CERTIFYING TO THE COUNTY AUDITOR
CERTAIN DELINQUENT ACCOUNTS

WHEREAS, the City has certain dated delinquent accounts that staff is unable to collect.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Little Falls, hereby directs the City Administrator to certify to the County Auditor the following delinquent accounts for collection on their payable 2020 property taxes as listed in "Attachment A".

Passed this 21st day of October, 2019.

ATTEST:

______________________________
Brad Hircock, Council President

______________________________
Jon Radermacher, City Administrator

Approved this 21st day of October, 2019.

______________________________
Gregory J. Zylka, Mayor

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* - water shut off
** - can’t shut off water

Assessment Number 78 77 74
RESOLUTION WRITING OFF CERTAIN DELIQUENT ACCOUNTS
UNABLE TO LOCATE, TAX FORFEITED OR BANKRUPT

WHEREAS, the City has certain accounts that staff is unable to locate, property is tax forfeited, or bankrupt; and

WHEREAS, the City is still carrying such accounts as receivables in our accounting system.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Little Falls hereby writes off the following dated delinquent or bankrupt accounts:

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</tr>
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<tbody>
<tr>
<td>1-27290-00</td>
<td>WA,SW,GAR,RC</td>
<td>$86.31</td>
<td>Deceased, no estate</td>
</tr>
<tr>
<td>1-14150-02</td>
<td>WA,SW</td>
<td>$38.13</td>
<td>Property Sold</td>
</tr>
<tr>
<td>1-13120-00</td>
<td>WA,SW,GAR,RC</td>
<td>$72.91</td>
<td>Deceased, no estate</td>
</tr>
<tr>
<td>1-08590-00</td>
<td>WA,SW,GAR,RC</td>
<td>$160.52</td>
<td>Property Sold</td>
</tr>
<tr>
<td>1-10840-01</td>
<td>WA,SW,GAR,RC</td>
<td>$186.13</td>
<td>Bankruptcy</td>
</tr>
<tr>
<td>1-16550-02</td>
<td>WA,SW,GAR,RC</td>
<td>$48.94</td>
<td>Property Sold</td>
</tr>
<tr>
<td>1-22730-00</td>
<td>WA,SW,GAR,RC</td>
<td>$123.04</td>
<td>Property Sold</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, that the City Council hereby instructs City staff that should any of the above, except those approved for bankruptcy or tax forfeiture, apply for City service or their whereabouts be known, that despite this order to write off these accounts, staff will aggressively attempt to collect these delinquent amounts including actions not to connect and/or disconnect City utilities.

Passed this 21st day of October, 2019.

___________________________
Brad Hircock, Council President

ATTEST:

___________________________
Jon Radermacher, City Administrator

Approved this 21st day of October, 2019.

___________________________
Gregory J. Zylka, Mayor

(SEAL)
RESOLUTION 2019-65

RESOLUTION DECLARING CERTAIN PROPERTY EXCESS PROPERTY AND CALLING FOR THE SALE THEREOF

WHEREAS, City Code Chapter 2, Section 2.04, entitled “Administration”, authorizes the public sale of unclaimed and excess property owned by the City; and

WHEREAS, the following property is surplus and in accordance with Chapter 2, Section 2.04, Subdivision I, no longer needed for public purposes.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Little Falls hereby declares the items listed on Attachment A as surplus; and

BE IT FURTHER RESOLVED, that City staff is authorized to use the best opportunities available to dispose of said property to maximize the disposal with the proceeds to be used to offset the costs incurred to remove said property.

Passed this 21st day of October, 2019.

Brad Hircock, Council President

ATTEST:

Jon Radermacher, City Administrator

Approved this 21st day of October, 2019.

Gregory J. Zylka, Mayor

(SEAL)
## ATTACHMENT A
### [RESOLUTION 2019-65]

<table>
<thead>
<tr>
<th>No.:</th>
<th>Item</th>
<th>Fund Of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[802 NE 4th Street]</td>
<td>In operable</td>
<td>HRA Budget</td>
</tr>
<tr>
<td>1</td>
<td>1971 Larson 14ft boat, registration number MN 1652GB</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>[407 NW 8th Street]</th>
<th>All items are inoperable</th>
<th>HRA Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Unknown truck chassis</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Honda homemade motorcycle tricycle</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Long trailer unlicensed</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Chassis of a Honda windjammer motorcycle</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Homemade unfinished dump trailer</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Homemade enclosed trailer license number 003KNM</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Homemade blue trailer no license</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ford C700 VIN C1704-61221 [chassis] orange crane truck no license</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Pace Arrow motor home RV 85925</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Bayliner boat hull VIN BLIN 4905C888 MN 7866FG and trailer 213-719</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Homemade tandem axle trailer no license</td>
<td></td>
</tr>
</tbody>
</table>
# City of Little Falls

## NOTICE OF MEETINGS

### October 21, 2019

<table>
<thead>
<tr>
<th>MONDAY 21 OCTOBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Economic Development Authority</strong></td>
</tr>
<tr>
<td>10/21/2019 • 4:00 PM • City of Little Falls • 100 NE 7th Avenue • Little Falls, Minnesota 56345</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MONDAY 21 OCTOBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Special Work Session City Council Meeting</strong></td>
</tr>
<tr>
<td>10/21/2019 • 7:15 PM • Council Chambers • City Hall • Little Falls, MN 56345</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MONDAY 21 OCTOBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Regular City Council Meeting</strong></td>
</tr>
<tr>
<td>10/21/2019 • 7:30 PM • Council Chambers • City Hall • Little Falls, MN 56345</td>
</tr>
</tbody>
</table>

**REGULAR CITY COUNCIL MEETINGS ARE NOW AVAILABLE TO LIVE STREAM.**

<table>
<thead>
<tr>
<th>MONDAY 21 OCTOBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Special Closed City Council Meeting</strong></td>
</tr>
<tr>
<td>10/21/2019 • 9:15 PM • City Hall • 100 NE 7th Avenue • Little Falls, Minnesota 56345</td>
</tr>
</tbody>
</table>

**THE TIME LISTED IS APPROXIMATE. The meeting will begin following the end of the regular agenda and will be recessed pursuant to Minnesota Statute 13.D.05, Subdivision 3(e), to discuss the City Administrator...**

<table>
<thead>
<tr>
<th>TUESDAY 22 OCTOBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trunk Highway 27 West Ribbon Cutting</strong></td>
</tr>
<tr>
<td>10/22/2019 • 11:30 AM • Trunk Highway 27 West • Little Falls, Minnesota 56345</td>
</tr>
</tbody>
</table>

**There will be a ribbon cutting on Tuesday, October 22, 2019, at 11:30 a.m. for the opening of Trunk Highway 27 west of Memorial Bridge. The ribbon cutting will b...**

<table>
<thead>
<tr>
<th>MONDAY 28 OCTOBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Economic Development Authority</strong></td>
</tr>
<tr>
<td>10/28/2019 • 3:00 PM • City of Little Falls • 100 NE 7th Avenue • Little Falls, MN 56345</td>
</tr>
</tbody>
</table>

**RESCHEDULED TO OCTOBER 9, 2019.**

### November

<table>
<thead>
<tr>
<th>MONDAY 04 NOVEMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Heritage Preservation Commission</strong></td>
</tr>
<tr>
<td>11/04/2019 • 12:00 PM • City Hall • Conference Room • Little Falls, MN 56345</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MONDAY 04 NOVEMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Special Work Session City Council Meeting</strong></td>
</tr>
<tr>
<td>11/04/2019 • 6:30 PM • Council Chambers • City Hall • Little Falls, MN 56345</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MONDAY 04 NOVEMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Regular City Council Meeting</strong></td>
</tr>
<tr>
<td>11/04/2019 • 7:30 PM • Council Chambers • City Hall • Little Falls, MN 56345</td>
</tr>
</tbody>
</table>

**REGULAR CITY COUNCIL MEETINGS ARE NOW AVAILABLE TO LIVE STREAM.**

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October 17, 2019