

**CITY OF GILBERT
CITY COUNCIL MEETING
TUESDAY, September 13, 2016**

6:30 P.M. REGULAR CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **ROLL CALL**
 - A. Determination of Quorum
 - B. Pledge of Allegiance
 - C. Approve Agenda
3. **APPROVE CITY COUNCIL MINUTES**
 - A. Special City Council Meeting August 16, 2016
 - B. Public Hearing August 23, 2016
 - C. Regular City Council Meeting August 23, 2016
4. **PUBLIC INPUT**
5. **REPORTS - STAFF**
 - A. Chief of Police
 - B. Public Works Operations Director
 - C. Library Director
 - D. Campground
6. **REPORTS - MAYOR, COUNCIL, BOARDS & COMMISSIONS**
 - A. City Councilors
 - B. City Attorney
 - C. City Engineer
7. **OLD BUSINESS - No action needed**
 - A. Emergency Operation Plan Update
 - B. Update Nuisance Ordinance
8. **NEW BUSINESS**
 - A. Discussion About MN State Building Code
 - B. Pay Estimate for East Industrial Park
 - C. Pay Estimate for Genoa Sanitary Sewer Project
 - D. Ordinance 2016-01 Opt-Out MN Statute 462.3593
 - E. Request to Attend Water/Wastewater Operations School
 - F. Resolution 2016-14 Accept MN DNR Grant
 - G. Resolution 2016-15 Sale of Property to JLT Enterprises
 - H. Wetland Delineation for Wastewater Treatment Facility
 - I. Proposal for Evaluation of Water Plant
 - J. Contract for Land Procurement for Lime Disposal
 - K. Proposals for Furnace Replacement at Fire Hall
 - L. Blacktop Patching
 - M. Tree Removal from Hopkins Park
 - N. Request from Crawl 4 the Cure
 - O. LMC Fall Regional Meetings
 - P. Acknowledge 8-31-2016 Financials
9. **APPROVE PAYMENT OF BILLS AND PAYROLL**
10. **ACKNOWLEDGEMENTS**
 - A. Gilbert Public Library Board Minutes August 1, 2016
 - B. Campground Committee Minutes August 18, 2016
11. **ADJOURN**

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**CITY OF GILBERT
MINUTES OF SPECIAL COUNCIL MEETING
TUESDAY, AUGUST 16, 2016
COUNCIL CHAMBERS**

Mayor Kutsi called the meeting to order at 6:32 p.m.

Present: Mayor Kutsi, Councilors Pontinen, Skalko, Bol & Liimatta.

Absent: None.

Staff Present: City Engineer Jamnick, Public Works Operations Director Lautigar and City Clerk/Treasurer Sakrison.

Mayor Kutsi led the audience in the Pledge of Allegiance to the Flag.

The purpose of this Special City Council meeting is to take action on the Waste Water Treatment Facility Improvements Design contract proposal from Stantec Consulting, Inc.

City Engineer Jamnick recapped that they received draft proposals from Stantec, reviewed with Public Works Operations Director Lautigar and Stantec to be sure that all items that are needed are covered in the proposal.

Ron LaFond, of Stantec, went over the proposal/scope of services.

- He noted that every process, every piece of equipment will be touched for the Waste Water & Treatment Plant. It is all detailed in the Design & Bidding Phases Scope of Services.
- They are proposing a Lump Sum Fee of \$616,000.00 for their services for design & bidding.
- MPCA is expecting drawings & specifications by March of 2017.
- Ultimate deadline is February 1, 2020 to meet a mercury limit. It is in the permit and starts November 2019.
- The last project in Gilbert was done in the 1980's, it is in need of major rehabilitation.
- Project construction cost is estimated at \$7.4 million.
- A facility plan was submitted to the MPCA with a few options of (1) keeping what we have and fix that up or modify slightly, or what is recommended (2) membrane bioreactors, which is a key part of the process to remove mercury.

Councilor Pontinen asked how did we get to this point and how did the City chose Stantec to do the work? LaFond responded that they had a successful project in Mt. Iron and it was thought that they could bring the same success to Gilbert. Pontinen wanted to know if any other consultant was contacted. City Engineer Jamnick stated that they had used MSA out of Duluth a couple years ago. Stantec worked through some of the issues with the digester. Pontinen wanted to know if it was legal for the City to hire Stantec without going through a bidding process. LaFond responded that they provide professional services and it is not required to go through the same bidding laws as a construction project, or equipment purchase and so on for professional services. Stantec has done a lot of waste water work.

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CITY OF GILBERT
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Councilor Pontinen asked what services JPJ would be providing. LaFond responded that JPJ would design the equalization basin. He noted that if the City wants to put that out for bids that would be their decision. They mentioned JPJ because they would be involved in the equalization basin and it is more of a site/civil task and it could happen a year earlier.

Councilor Pontinen asked about Stantec assisting the City with advertising the project and asked about what the QwestCDN website was. LaFond responded that it is for posting documents online for bidders rather than having hard copies of documents, which is more efficient.

Councilor Pontinen questioned Services Not Included, Item 6 – Design meetings beyond those included under Professional Services. LaFond stated that there are 6 – 7 meetings included in their services. If this number gets up to 20 or more then yes, there would be additional fees incurred. The number of meetings needs to be a reasonable number. Pontinen asked if someone would be based on location. LaFond stated that they would be using JPJ to help with overseeing the project as it would be more cost effective.

LaFond stated that the overall project cost is \$8.5 million, this includes design and construction services.

Councilor Pontinen questioned the “Services Not Included, Item 2 - Geotechnical investigations. (Soil borings/soil testing)”. LaFond responded that these are needed, for example where the equalization basin is to be located, it is outside of the fence area, and we do not know the soils of that area. A building cannot be built without knowing the soil condition below.

Councilor Pontinen questioned the Description of Work on the Professional Services Agreement. It states that Stantec, at its discretion and at any stage, engage sub consultants to perform all or any part of the SERVICES. Pontinen stated that he reads that as Stantec could have someone else do the entire project. LaFond responded that is not what they intend to do, and if the City would like any part of the contract reworded that they could bring that up prior to the finalizing & signing of the contract. This is an item that needs to be reworded or crossed out.

Councilor Pontinen questioned compensation as to when their payments start and end. LaFond responded with if they were actually hired, they would start next week and the first invoice would be in September, and the first payment would be in October. Pontinen stated that we do not have any funding and that could put the City in a bind. Stantec’s contract states that they will assist the City of Gilbert with funding applications, but they are not responsible for heading the financial portion of the project. They would help in getting information needed for the applications. City Clerk Sakrison noted that the project cannot wait until all the funding is in place as then it would be behind schedule. LaFond noted that the project agreement could be a contingent approval.

LaFond noted that they want to pre-select the MBR vendor before they move forward with the design for that project. There are at least 5 vendors, with some up and coming. The equipment is put together in modular form, they are not custom. They have better effluent quality.

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In the pilot study, Kubota was used. Kubota was the only company that had a pilot unit available to use for the study.

Councilor Pontinen questioned who will be signing the agreement as it notes Mayor Kutsi, and he noted that Kutsi will not be here after January. City Clerk Sakrison noted that he is on the current council and his signature would be good.

Councilor Pontinen asked LaFond to explain the Client's Responsibilities paragraph. LaFond's response was that if the City of Gilbert is aware of anything that Stantec needs to do, they need to tell Stantec immediately.

Councilor Pontinen questioned Stantec's Responsibilities in the agreement, stating that it more or less states that they are not responsible for anything. LaFond responded that Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. They are held to the standard of engineering.

Councilor Pontinen questioned Cost & Schedule of Construction Work and stated that it sounds like the contractor has no control of the probable construction cost. Councilor Bol stated that he reads it as Stantec has no control of the contractor's probable construction cost. LaFond stated that the opinions of probable cost are based on their reasonable professional judgment.

Discussion was held regarding inspectors. There is a state electrical inspector. There is no state mechanical inspector. There will be special structural inspections held also.

There is a warranty period of 2 years.

Mayor Kutsi asked City Clerk Sakrison if money could be temporarily transferred between utilities to get the ball rolling on this project. City Clerk Sakrison stated that this is a possibility for short term. Bridge financing would be done for short term.

Discussion was held regarding funding to go after. IRRRB, CDBG, Bonding, etc.

Motion by Bol second by Skalko to accept the Stantec Consulting Services, Inc. Professional Services Agreement for the Waste Water Treatment Facility Improvements Design for \$616,000. Pontinen – Aye, Skalko – Aye, Kutsi – Aye, Bol – Aye, Liimatta – Aye. Approved 5 – 0.

Motion by Bol second by Skalko to adjourn the meeting at 7:42 p.m. MCU


Debra Sakrison, City Clerk

ATTEST:

Robert Kutsi, Mayor

**CITY OF GILBERT
MINUTES OF PUBLIC HEARING MEETING
TUESDAY, AUGUST 23, 2016
COUNCIL CHAMBERS**

Mayor Kutsi called the meeting to order at 6:00 p.m.

Present: Mayor Kutsi, Councilors Pontinen, Skalko & Liimatta.

Absent: Councilor Bol (w/Notice)

Staff Present: Planning & Zoning Director Wedge, and City Clerk Sakrison.

The purpose of this Public Hearing is to hear comments on Minnesota Statutes §462.3593, creating and regulating Temporary Family Health Care Dwellings and the City's intention to opt out of the requirements.

No members of the public were present.

Planning & Zoning Director Wedge recapped what the new Minnesota Statute entailed regarding temporary family health care dwellings.

Councilor Skalko questioned who and how would Gilbert police this if it did happen.

Councilor Pontinen stated that he thought it was unlikely that anyone would even use this option.

Councilor Liimatta agreed with both Skalko & Pontinen.

After discussion, Mayor Kutsi and Councilors agreed that they would opt out of this requirement.

Motion by Liimatta second by Skalko to close the meeting at 6:09 p.m. Motion Carried Unanimously.



Debra Sakrison, City Clerk

ATTEST:

Robert Kutsi, Mayor

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**CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, AUGUST 23, 2016
COUNCIL CHAMBERS**

Mayor Kutsi called the meeting to order at 6:30 p.m.

Present: Mayor Kutsi, Councilors Pontinen, Skalko, Bol (late w/Notice) & Liimatta.

Absent: None.

Staff Present: City Attorney Kearney, Chief Techar, Library Director Miller and City Clerk/Treasurer Sakrison.

Staff Absent: City Engineer Jamnick (w/Notice), and Public Works Operations Director Lautigar (w/Notice)

Mayor Kutsi led the audience in the Pledge of Allegiance to the Flag.

Motion by Liimatta second by Skalko to approve the agenda with the addition of Item 8.M. Resolution to Apply for IRRRB FY 17 Grant. Motion Carried Unanimously (MCU).

Motion by Liimatta second by Skalko to approve the August 8, 2016 Work Session Minutes and August 8, 2016 Regular City Council Minutes. MCU.

Public Input: None

Staff Reports:

- Chief Ty Techar: Nothing to report.
- Library Director Miller
 - Thursday, August 25, 2016 – Legacy Program – Patrick Mader author of MN Gold: About all the Minnesota Athletes that have made it to the Olympics – 3:30 p.m.
 - Closed Labor Day – September 5, 2016
 - Library Board Meeting will be Tuesday, September 6, 2016.
 - Fall hours begin on September 6, 2016. Will be open an hour later.
 - Pinterest projects will meet the 2nd Monday of the month @ 5:30 p.m. September will be making a wall monogram.
 - New Program – Cookbook Club – 3rd Monday of the month from 5:30 p.m. to 7:00 p.m. Will be potluck and themed each month. Theme for September will be vegetable based dishes. A cookbook will be compiled in May. Everyone is welcome to come and talk, community based exercise.

Mayor, Council, Boards & Commissions Reports:

- Councilor Skalko was approached by Mike Hultman concerning the boards in the arena. They are in very bad shape. They are going to do some fundraising to get them replaced. This building is needed for the hockey program.
- Mayor Kutsi asked about the Pat White garage, garage is sitting off of the property line. This needs to be put on the next agenda to get an update.

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- City Attorney Kearney brought up the investigation of complaints.
 - The council was previously given a copy of the results of the investigation. Everyone has had a chance to review it.
 - The Mayor and Attorney Kearney contacted the League attorney's to see what direction to take, and they indicated that the City Council should be on record that the City of Gilbert does not condone the behavior of the Councilor Pontinen in regards to City Clerk Sakrison.
 - Councilor Pontinen asked how much this investigation cost. City Clerk Sakrison stated that it cost approximately \$7,500.
 - Councilor Pontinen did not know that this would become public data and asked that City Attorney Kearney read the last page of the report since it was public.

Old Business:

Emergency Operations Plan Update – Nothing new to report.

Nuisance Ordinance Update – Nothing new to report

New Business:

After some discussion with a property owner regarding Gilbert Code of Ordinances Chapter 130.01.C (Discharge of firearms and explosives) and 130.01.G (Use of bow and arrow), it is currently unlawful for any person to use either a firearm or bow & arrow within the city limits of Gilbert. A committee of Councilor Pontinen, Councilor Skalko and Chief Techar will meet and address this issue.

Motion by Liimatta second by Skalko to approve the City of Gilbert opting out of the regulations put forth in Minnesota Statutes §462.3593 which defines & regulates Temporary Family Health Care Dwellings. MCU.

Motion by Skalko second by Liimatta to accept Judith Kramerich's resignation from the Planning & Zoning Commission and to appoint Lonnie Gulbranson to fill the remainder of that term expiring January 31, 2017. MCU.

Motion by Liimatta second by Skalko to donate a city lot – Lot 1, Block 1 of the Ore-Be-Gone Development along Sherwood Forest Drive to Habitat for Humanity. MCU.

Motion by Liimatta second by Skalko to schedule a Special City Council meeting to canvass the General Election results for November 9, 2016 at 6:00 p.m. and the Regular City Council meeting to November 9, 2016 at 6:30 p.m. MCU.

Motion by Liimatta second by Skalko to approve Resolution 2016-11, Resolution Setting Forth an Electronic Transfer Policy. MCU.

Motion by Liimatta second by Skalko to approve Resolution 2016-12, Quit Claim Deed to FitzCorp, Inc. MCU. (Reaffirming previous action related to sale of Wandering Pines)

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Motion by Skalko second by Liimatta to approve the transfer of \$35,863.90 from the Sherwood Forest Campground checking account to the City's operating checking account. MCU.

Motion by Skalko second by Liimatta to refund the down payment made for Lot 6, Block 3 of the Lake Ore-Be-Gone Plat to Scott & Monique Sandquist for \$1,000. MCU.

Motion by Skalko second by Liimatta to purchase an additional module, Energy Assistance, for the Utility Billing software for \$3,000, with annual support of \$540. MCU.

Motion by Bol second by Liimatta to approve doing an in house project for upgrading recording equipment in the City Council Chambers for a price not to exceed \$4,975. Motion Carried 4-1.

Motion by Liimatta second by Bol to approve the 2017 proposed rates for Sherwood Forest Campground as approved by the Campground Board. MCU.

Motion by Skalko second by Liimatta to approve Resolution No. 2016-13, Resolution Authorizing City of Gilbert to Make Application To and Accept Funds from FY 17 Development Infrastructure Grant Program with the IRRRB. Pontinen – Aye; Skalko – Aye; Kutsi – Aye; Bol – Aye, Liimatta – Aye. MCU.

Motion by Bol second by Pontinen to allow Councilor Pontinen to prepare a rebuttal regarding the results of the investigation of complaints. Motion Fails 2 – 3.

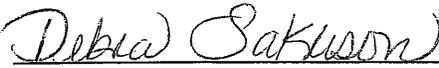
Motion by Liimatta second by Skalko to not condone the behavior of Councilor Pontinen in regards to City Clerk Sakrison. Motion Carried 3 – 1, with 1 abstain.

Motion by Skalko second by Liimatta to approve bills and payroll subject to audit by Mayor and Clerk. MCU.

Motion by Skalko second by Liimatta to acknowledge the EFGSD Joint Powers Recreation Board Minutes of June 8, 2016 & July 13, 2016. MCU.

A resident near Cedar Island Drive stated that one of the corners is very dangerous and requested signs to be installed. 2 signs have been knocked down. She asked that a guardrail be installed. Chief Techar noted that it is a St. Louis County road and he will talk to St. Louis County Road & Bridge and do a follow-up.

Motion by Skalko second by Liimatta to adjourn the meeting at 7:31 p.m. MCU.


Debra Sakrison, City Clerk

ATTEST:

Robert Kutsi, Mayor

City of Gilbert
Request for City Council Action

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Date: September 9, 2016

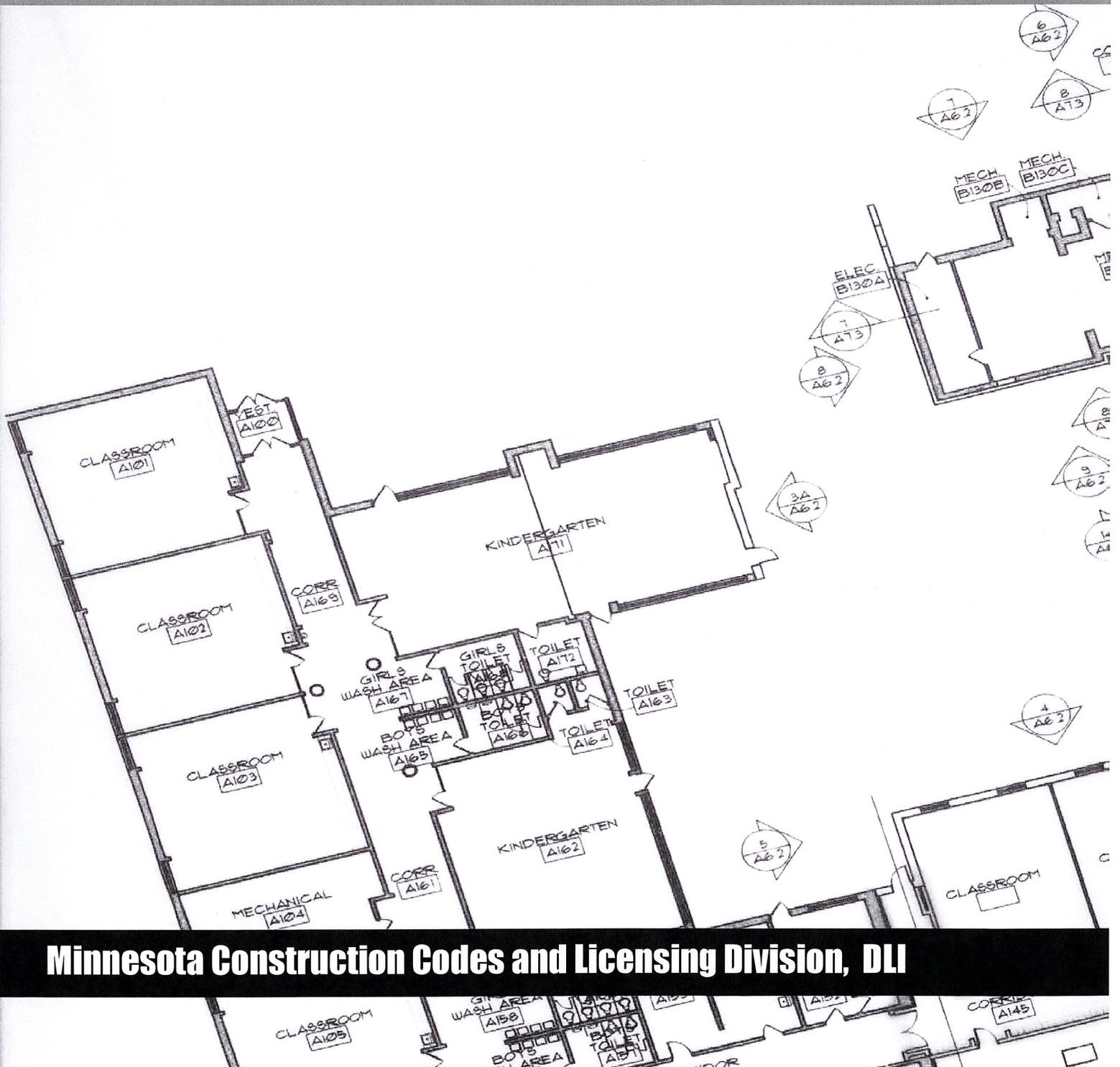
Issue: Discussion about the MN State Building Code

Background: There has been interest in opening a dialog about the city adopting the MN State Building Code. Zoning Administrator Erik Wedge will talk to the Council about this issue. The attached has been prepared by the MN Department of Labor & Industry as guidance material to address questions and concerns about adopting the MN State Building Code. The most significant issue is the MN State Building Code has to be adopted in its ENTIRETY, the city cannot pick and choose which sections it wants to enforce or not enforce. If adopted the entire code would apply and must be enforced.

Council Action:

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Minnesota State Building Code Code Adoption Guide



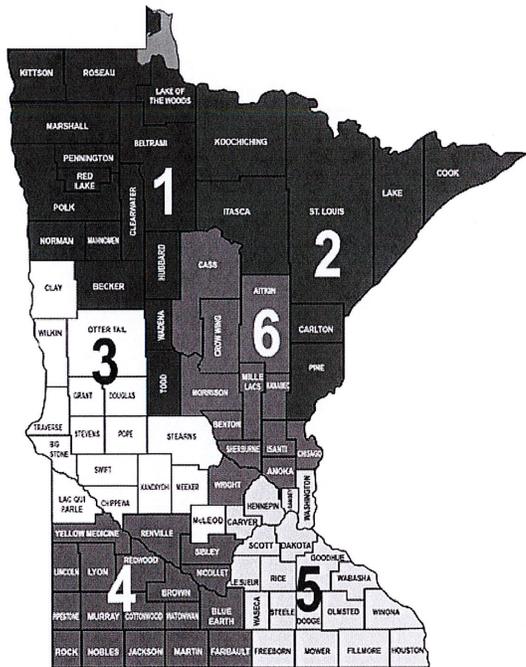
Minnesota Construction Codes and Licensing Division
Minnesota State Building Code Adoption Guide

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Adopting the State Building Code

Considering adoption of the Minnesota State Building Code? This document has been prepared to assist you in your decision. It will provide answers to some of the common questions we receive and help identify some of the benefits to your community by having a well-run code enforcement program. The document also provides a brief history of the code and its purpose, along with information on the code adoption process, code application, fees to cover your costs, appropriate staffing and related statutory requirements.



The Construction Codes and Licensing Division has six Regional Building Officials that are responsible for several things. Assisting municipalities with information regarding the State Building Code is just one. If you'd like more information, or if you would like staff to make a formal presentation on adopting the State Building Code, feel free to contact your designated Regional Building Official.

- 1 Cliff Skogstad 320-594-6591 clifford.skogstad@state.mn.us
- 2 Jeff DeJarlais 320-629-9987 jeff.dejarlais@state.mn.us
- 3 Jim Marka 320-234-0367 james.marka@state.mn.us
- 4 Mark Hensen 507-831-2930 mark.hensen@state.mn.us
- 5 Paul Heimkes 651-284-5864 paul.heimkes@state.mn.us
- 6 Kevin Mealhouse 763-295-6758 kevin.mealhouse@state.mn.us

Code Administration & Regional Services Supervisor:
Doug Nord 651-284-5838 doug.nord@state.mn.us

Regional Services Support:
James Hebert 651-284-5855 james.hebert@state.mn.us

More information is also available on our website at: www.doli.state.mn.us

“Public sentiment is everything. With public sentiment, nothing can fail; without it, nothing can succeed. Consequently, he who molds public opinion goes deeper than he who enacts statutes or pronounces decisions. He makes statutes possible or impossible to execute.”

Abraham Lincoln

PURPOSE OF THE STATE BUILDING CODE

As established in Minnesota law, the primary purpose of the Minnesota State Building Code is to provide minimum standards to safeguard life and limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all structures and equipment specifically covered by the code in a municipality that adopts and enforces the code. The purpose of the code is not to create, establish, or designate a particular class or group of persons who will or should be especially protected or benefited by the terms of the code.

MAKE-UP OF THE MINNESOTA STATE BUILDING CODE

The Minnesota State Building Code (SBC) is a compilation of various state rule chapters that regulate different parts of building construction. Although compiled as separate rule chapters, the compilation itself is identified as the Minnesota State Building Code. As part of the rule making process (for the SBC), national model codes are usually referenced for adoption. Some of the national model codes that make up part of the SBC include the *International Building Code*, the *International Residential Code*, the *International Mechanical Code*, the *National Electrical Code* and the *Conservation Code for Existing Buildings*. Minnesota also writes and adopts several of its own building construction codes. Examples of some of these rules include: the Administrative Provisions of the Building Code and the Manufactured and Prefabricated Building Codes.

The Minnesota State Building Code contains the following documents:

- **MN Rule 1300, Administration of the Minnesota State Building Code;**
- **MN Rule 1301, Building Official Certification;**
- **MN Rule 1302, State Building Code Construction Approvals;**
- **MN Rule 1303, Minnesota Special Provisions;**
- **MN Rule 1305, Adoption of the International Building Code;**
- **MN Rule 1307, Elevators and Related Devices.**
- **MN Rule 1309, Adoption of the International Residential Code;**
- **MN Rule 1311, Adoption of the Conservation Code for Existing Buildings;**
- **MN Rule 1315, Adoption of the National Electrical Code;**
- **MN Rule 1325, Solar Energy Systems;**
- **MN Rule 1335, Floodproofing Regulations;**
- **MN Rule 1341, Minnesota Accessibility Code;**
- **MN Rule 1346, Adoption of the Minnesota State Mechanical Code;**
- **MN Rule 1350, Manufactured Homes;**
- **MN Rule 1360, Prefabricated Structures;**
- **MN Rule 1361, Industrialized/Modular Buildings;**
- **MN Rule 1370, Storm Shelters (Manufactured Home Parks);**
- **MN Rule 4714, Adoption of the Uniform Plumbing Code;**
- **MN Rules 1322 (Residential) and 1323 (Commercial/other), Minnesota Energy Codes; and,**
- **MN Rule 5230, Minnesota High Pressure Piping Systems.**

Optional Building Code Rule Adoption Considerations:

As part of the local adoption process (of the SBC), a municipality also has the choice of adopting any or all of the following **optional** Minnesota Rule Chapters:

- Chapter 1306 - Special Fire Protection Systems (with options);**
- Chapter 1335 - Floodproofing Regulations, parts 1335.0600 to 1335.1200; or,**
- 2006 IBC Appendix Chapter J - Grading
(Part of the *International Building Code* - provides for regulations for grading and excavations.)**

Should any/all of these optional ordinances be adopted by a municipality, they must be adopted and administered without deviation or change.

Mandatory Statewide Building Code Rule Application:

Seven of the rule chapters identified in the SBC are required to be enforced throughout the State of Minnesota - regardless of whether a local municipality has adopted the SBC - or not. Those seven rule chapters include:

- MN Rule 1302, State Building Code Construction Approvals;**
- MN Rule 1341, the Minnesota Accessibility Code;**
- MN Rule 4714, the Minnesota Uniform Plumbing Code;**
- MN Rule 1307, Elevators and Related Devices;**
- MN Rule 1315, the National Electrical Code;**
- MN Rule 1350, Manufactured Homes;**
- MN Rule 1360, Prefabricated Buildings; and,**
- MN Rule 1361, Industrialized/Modular Buildings.**
- MN Rule 5230, Minnesota High Pressure Piping Systems**

MINNESOTA SBC IS MANDATORY STATEWIDE STANDARD

In 2008, the Minnesota Legislature passed legislation that establishes the State Building Code (SBC) as the minimum “construction standard” throughout all of Minnesota, including all cities, all townships, and all counties. The legislation does not specifically provide for or mandate local enforcement [of the SBC] by a municipality unless adopted by local ordinance. It does however create a level playing field for those in the construction industry by establishing the SBC as the standard for construction for all building and construction activity in the state, regardless of local code adoption status.

As the statewide “construction standard,” the SBC applies to all new construction, reconstruction, alterations or repairs in Minnesota. The statewide “construction standard” mandate does not affect local SBC adoption or SBC adoption options; it simply makes the SBC the standard for which all new construction is to be designed and constructed to. As such, construction litigation would be judged by use of the SBC as the minimum standard of requirements for all construction activity in the state. A municipality would still have to adopt the SBC [at the local level] to be directly involved in any administration, regulation, permitting, and/or enforcement of the SBC.

For more information on the statewide “SBC Construction Standard,” see MN Statutes 326B.121.

HISTORY OF THE STATE BUILDING CODE – MS 326B.121

In the U.S., regulation of building construction is essentially a natural consequence arising from the experience of many years of tragedy brought about by fire, collapse, panic and the inadequacy of materials and construction methods. Historically, building codes have generally been based on accepted good standards of construction and contain provisions that are reasonable, practical and necessary to provide for a minimum degree of health and safety. With this in mind, Minnesota created the Construction Codes and Licensing Division (CCLD) and charged them with the task of developing and administrating a State Building Code (SBC). The charge also included a prerequisite for adopting a nationally recognized model building code that would provide for consistent and uniform application of construction standards for use throughout the state. The chronology of the history is as follows:

- In 1971, Minnesota passed into law requirements that established the Minnesota State Building Code. The same law also stated that the State Building Code was to supercede all existing local building and construction codes and it mandated that no other building, fire or construction code be more restrictive than the Minnesota State Building Code. The idea behind this law was to provide for a single statewide code that afforded uniformity and consistency in building construction from one municipality to another. The law did not mandate adoption of the SBC; it only mandated its adoption in those municipalities that were already enforcing some kind of local building code.
[effective July 1, 1972 Chapter 561, Section 2 (16.83-16.87)]
- In 1977, Minnesota law established that the Minnesota State Building Code be expanded to apply statewide. The law required that all municipalities adopt the SBC within a time period of one year (by January 1, 1978). Agricultural buildings were exempt from this mandate.
[effective January 1, 1977 Chapter 381, Section 2 (16.83-16.867)]
- In 1979, Minnesota passed a law allowing revisions to the mandatory application of the statewide building code. Essentially, the new law allowed for an extension of time for local governments to formally adopt the SBC (to January 1, 1979). The law also gave non-metropolitan counties the option to hold a referenda to rescind the Minnesota State Building Code (except for provisions of the Minnesota Accessibility Code). The rescinding ability however, was only allowed for counties, not municipalities located within the county that had already adopted the code. The Minnesota State Building Code remained as the mandatory building code in the seven-county metropolitan area of the state.
[effective May 31, 1979 Chapter 287, Section 2 (16.868)]
- In 1981, Minnesota passed another building code related law allowing those municipalities with populations of less than 2500 to decide whether or not they wanted to keep or exempt themselves from mandatory application of the Minnesota State Building Code (except for provisions of the Minnesota Accessibility Code) if they were located in a non-metropolitan county. This allowed smaller municipalities to opt out of the building code.
[effective May 29, 1981 Chapter 306, Section 1 (16.869)]
- In 2008, Minnesota passed a building code related law that impacts all construction throughout the state. This new law made the Minnesota State Building Code (SBC) the statewide construction standard for the purposes of design and construction for all construction projects within the state. Although not enforceable by those communities that have not specifically adopted the code, the intent of the law was to create a more level playing field for all those involved in the industry.
[effective May 15, 2008 Chapter 322, Section 3, Subdivision 1a (16.62)]

To that end, Minnesota Law directed that the building code be based on the application of scientific principals, approved tests, and professional judgment; and to the extent possible, that the code be adopted in terms of desired results instead of the means of achieving those results, avoiding wherever possible the incorporation of specifications or particular methods or materials. The law also mandated that the building code encourage the use of new methods and new materials.

Through the adoption of a code, a building department is established for one primary purpose – to serve the public by insuring that the safety required by the various codes and rules become an accomplished fact.

DIRECT BENEFITS OF ADOPTING THE BUILDING CODE

Proper administration and enforcement of the State Building Code will positively increase the overall “quality” of a community in some of the following ways:

- Provides consistent construction standards throughout the municipality.
- Provides the community a means to assure safe construction.
- Provides assurances to homeowners, financial institutions and secondary mortgage markets through sound construction regulation, thereby improving the “value” of their investment/risk.
- Provides F.E.M.A. reconstruction standards in case of a disaster - versus the “replacement only” criteria that would otherwise be applied.
- Provides for the integration of other construction related statutory obligations such as contractor licensing, professional design, accessibility codes, fire codes, elevator requirements, electrical codes, plumbing codes, etc.
- Provides the National Insurance Services Organization (ISO) an additional form of justification to consider reduced property insurance rates within the municipality.
- Provides for code administration services at the local level, which in-turn better serves your residents with direct “customer service.”
- Provides the ability to establish “fees for service,” thereby eliminating or minimizing any general fund obligation to pay for the service.
- Provides a cost effective manner in which to assure public protection and safety in local building construction.
- Provides construction standards and services that are consistent for state and federal partnerships involving local grants and loans.

INDIRECT BENEFITS OF ADOPTING THE BUILDING CODE

- Helps to reduce or eliminate blight and substandard structures
- Assists in assuring continued usability, durability, and desirability of local building stock
- Helps to maintain property tax value within the community
- Provides a platform for the dissemination of local government information
- Helps create a positive identity for the local government by educating and informing the citizenry of correct facts and developments
- Helps to reduce formal differences between government and its clientele through direct communication and the sharing of information
- Directly protects the interests of the local government by ensuring the soundness of the municipalities' investments

CERTIFIED BUILDING OFFICIAL

Once a municipality adopts the State Building Code, a certified building official must be designated. There are three levels of certification available through the Construction Codes and Licensing Division; they include Building Official, Building Official-Limited, and Accessibility Specialist. An individual certified as a building official may administer the code for all types of projects for which a building permit is required. An individual certified as a building official-limited may administer the code only for residential buildings containing one or two dwelling units and for any structure that is exempt from the requirements of design by a licensed design professional (i.e., Architects, Engineers, etc.). An accessibility specialist is certified only to administer the Minnesota Accessibility Code. All certified building officials, limited building officials and accessibility specialists are required to be re-certified every two years upon satisfactory completion of the required continuing education.

In terms of the "person," the building official must also be a good administrator as well as a code technician. As such, the building official must have the ability to organize, plan, coordinate, train, direct, control, review and represent the municipality as its local expert in the field of code administration. In doing so, quality code administration and enforcement also demands that the building official be responsible for having a good repore with the people of the community. It's important to work to close the gap between "what it is" and "what it should be" by building a relationship between the building official and their customers.

*Every employee
represents the local
government;
to some people he or she
is the local government.*

PROVIDING BUILDING INSPECTION SERVICES

Building inspection services can be provided in a number of ways. One method includes the direct hiring of a certified building official or a building official-limited as an employee. Under this option, the city has direct access to the employee and the responsibility to set up a functional building department right in city hall. Another option is to hire a certified building official or limited building official by contract. This method allows the municipality the flexibility to re-evaluate the services provided on a yearly basis. Yet another option includes the direct contracting of building department services with a private consulting firm that specializes in providing the services of a certified building official and building department staff. This provides all the same benefits of contracting with an individual contract inspector, but is usually used when a more detailed service is desired and when the volume of work may exceed the capability of one individual. An entirely different alternative may be to consider sharing the services of a building official with another governmental entity. This can be accomplished by contracting services through a joint powers agreement. This option can usually be considered when an adjacent municipality has already adopted the code and has adequate staffing levels to deal with the additional workload.

There are a number of issues that need to be considered when trying to determine which form of building department service (hiring direct or contracting out) is right for your community. Service expectations, volume of construction, costs, etc., all add to the number of variables that must be considered when making this decision.

BUILDING DEPARTMENT ADMINISTRATION

It's not until the start-up of a new building department that the work of an experienced building official can be appreciated. There are many things that need to take place to make the transition into code enforcement a smooth process. Initially, **start-up processes include the purchasing of all necessary code books and handbooks, creating permit application and permit forms, developing and adopting local fee schedules, the development of daily and monthly permit and inspection record documents, creating address or project files, creating construction handouts and developing department policy and procedure manuals.** This represents just a few of the tasks that must be initiated in a new code jurisdiction.

A building official will be directly responsible for the review of plans, issuing permits and making necessary field inspections. In doing so, the building official may also be responsible for coordination of other city activities such as local housing or property maintenance codes and/or local zoning ordinances. Responsibilities will also include regular permit accounting, monthly reporting and coordination of activities with the local fire marshal and/or public works staff.

WHAT IS A BUILDING CODE?

Practically..... It's a jurisdiction's official statement on the minimum required level of building safety expected for the community.

Technically... It's a collection of minimum safety standards arranged in a systematic manner for easy reference addressing all aspects of building construction – Fire, Building, Plumbing, Mechanical, Electrical, Energy, Accessibility, etc.

PERMITS

Permits are required for any owner or contractor who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure. A permit is also required to erect, install, enlarge, alter, repair, remove, convert, or replace any gas, mechanical, electrical, plumbing system, or other equipment when the installation is regulated by the code. A person wanting to do such work shall make application to the building official and obtain a permit prior to the beginning of any construction activity.

In addition to specifically indicating when a permit is required, the code also identifies those instances when a permit is not required. Whether a permit is required or not, the code does not allow the authorization of work to be done in any manner that would violate the code or any other law or ordinance of the jurisdiction. Examples of construction activity that is exempt from permitting includes:

- A one-story detached accessory structure used as a tool or storage-shed, playhouse or similar use provided the floor area does not exceed 120 square feet in area
- fences not over six feet in height
- oil derricks
- retaining walls that are not over four feet in height
- water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1
- sidewalks and driveways that are not part of an accessible route
- decks and platforms not more than 30 inches above adjacent grade, not attached to a structure with frost footings, and not part of an accessible route
- painting, papering, tiling, carpeting, cabinets, countertops, and similar finish work
- temporary motion picture, television, and theater stage sets and scenery
- prefabricated swimming pools accessory to a dwelling unit which are less than 24 inches deep, do not exceed 5,000 gallons, and are installed entirely above ground
- window awnings supported by an exterior wall of dwelling unit or garage or shed
- movable cases, counters, and partitions not over five-feet-nine-inches in height
- agricultural buildings as defined in Minnesota Statutes, section 326B.103, subdivision 3

Additionally, plumbing, electrical, and mechanical permits **are not required** for the following construction activities:

- portable heating, cooking, or clothes drying appliances
- the replacement of minor parts that do not alter approval of equipment or make equipment unsafe
- portable heating or ventilation appliances and equipment
- portable cooling units
- steam and hot or chilled water piping within any heating or cooling equipment regulated by code
- portable evaporative coolers and self-contained refrigeration systems containing ten pounds or less of refrigerant or that containing ten pounds or less of refrigerant or that are actuated by motors of one horsepower or less

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Plumbing permits are not required for the clearing of plumbing stoppages, provided the work does not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

Should equipment replacement or repairs need to be performed in an urgent situation, a permit application can be submitted to the building official the next business day.

Application for a permit is not required for ordinary repairs to a structure. The repairs shall not however, include the cutting away of any wall, partition, or portion of a wall or partition, the removal or cutting of any structural beam or load bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement, or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring, or mechanical or other work affecting public health or general safety.

PLAN REVIEW

On the surface, many believe that code enforcement is simply going to a construction site and inspecting construction activity in progress. If building code violations are found, orders are written and corrective action required. Simple as it sounds, this kind of code enforcement alone would actually add cost to most projects and serve the public interest poorly. In contrast, the idea of “plan review” is characterized by the building official’s ability to address code issues ahead of time, thereby providing a cost savings to the owner through a more effective construction schedule and the cost savings that might otherwise be used by making required on-site corrections after the fact. Plan review can also serve to promote a positive and more open form of communication between the building official and their customers.

Plan review takes time. It can range anywhere from a few minutes to an hour or two on most of the smaller residential types of projects. It can however, also take upwards of 20 to 40 hours per project on those larger commercial, industrial, or institutional types of projects. There may also be added time resulting from required changes or correspondence exchanges between the building official and a designer or building owner. In terms of the complexity of a project, the building official may even opt to contract out a portion or even all of the plan review to a third party. For some types of projects, construction plan review may need to be handled by a state or federal agency beforehand too. Examples of this may include public school district projects in excess of \$100,000, hospitals or nursing home projects, and other state owned or state licensed facility projects. In some cases, state and/or federal laws may mandate other governmental agency review in addition to any local government review procedure. An example of this would be those commercial and/or multi-family dwelling projects where the plumbing plans must be reviewed and approved by the Minnesota CCLD – Plumbing Code Unit before a plumbing permit can be issued. **Because of the time and complexities involved with plan review, a municipality may elect to collect plan review fees in addition to the actual building permit fee.**

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CODE ADMINISTRATION FEES

Most commonly known as a “building permit fee,” there are many different fees that are often collected at the time of building permit issuance. These may include the building permit fee, plan review fee, and a state surcharge fee. In addition, other work may also require separate permits and fees. These may include electrical, plumbing, heating/mechanical, septic, and sewer and water fees. Minnesota Rule requires building permit fees to be established at a rate that is commensurate with the services being provided by the local building department. The rule also states that the fees are to be reasonable, fair, and proportionate to the actual costs of the services being provided. It is for this reason that the building code does not specifically identify or provide for a fee schedule to be used by a jurisdiction. **Each municipality is to evaluate local costs associated with the enforcement of the code. From this local evaluation, a fee structure can be established to cover associated and related code enforcement responsibilities.** Again, by Minnesota Rule, the fees are to be commensurate with the services required/provided; building permit fees may not be used as a tool to raise additional monies for the municipalities’ general fund.

Generally, building permit fees are required to be based on construction valuation and/or a fee for service. The code requires that an applicant provide an estimated construction valuation (to be verified by the building official) at the time of permit application. This valuation is then applied to a fee schedule that gets proportionately higher with higher construction values. It is usually justified in this manner due to the complexities involved with providing building department services. An example of this would be in comparing the amount of service required and provided for construction of a single family dwelling to the amount of service required and provided to a new hospital or school building. Without question, there is more code administration, plan review and inspection time dedicated to the construction of a hospital or school than there would be for a single family dwelling. Therefore, the intent of the fee schedule is to cover all related costs to the municipality for providing building code administration.

There are also many types of permit fees that are set as a fixed fee. Permits of this type usually include plumbing permits, mechanical permits, electrical permits, septic permits, sewer and water installation permits, moving permits, re-roofing and residing permits, etc.

Where thrift is in its place, and prudence is in its place,there the great city stands.

Walt Whitman

Plan review fees also need to be included and addressed in a municipal fee schedule. The building code has some specific criteria for establishing plan review fees, but it generally allows the municipality the flexibility to take local conditions into consideration. **Other operational fees must be included in the building department fee schedule as well. They include fees for services like special investigation fees, penalty fees for starting work without a permit, re-inspection fees, plan-review fees for similar plans, fixed fees and associated permit refund policies.**

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STATE SURCHARGE FEES

To defray the costs of administering the State Building Code (SBC), a state surcharge fee is imposed on all permits issued by a municipality. The state surcharge fee is remitted to the Construction Codes and Licensing Division (CCLD) and placed in a special revenue account under the direct supervision of the Commissioner of Labor and Industry; the municipality retains a percentage. The CCLD uses this money to meet the statutory obligations set forth by the legislature for administration of the State Building Code. Some of those obligations include:

- Adopt and updating of the rule chapters that make-up the State Building Code.
- Establish and implement a testing and certification program for building code officials
- Providing continuing education and training for building code officials, designers, building contractors and others working in the area of building codes
- Assist municipalities in adoption and administration of the SBC
- Provide plan review, inspection and code administration services on state projects and state licensed facilities in areas of the state where the code has not been adopted
- Inspect and administer elevator safety codes for public and private buildings in the state
- Administer and enforce Federal and State laws and rules for manufactured homes, IBC Modular Buildings and Prefabricated Structures.
- Provide guidance on the application the SBC through regular code consultation
- Facilitate the coordination of SBC requirements with other state agency rules and legislative proposals

All permit surcharge fees must be remitted to the state by each municipality. In addition, surcharge reports must be filed with the commissioner and directed to the attention of the State Building Official. The state surcharge applies to any permit that authorizes work regulated by the State Building Code. This includes building permits, plumbing permits, mechanical HVAC permits, electrical permits, sewer and water permits, etc. The state surcharge fee would not apply to other types of local municipal permits, such as those that would normally be issued for zoning, land use, engineering and/or conditional use permits, etc. The local municipality is responsible for overseeing accounting and remittance of state surcharge fees. Surcharge reporting forms and/or necessary computer software may be obtained by contacting the Construction Codes and Licensing Division, or by accessing our website at: <http://www.doli.state.mn.us>

OTHER REGULATIONS

Most municipalities also have “other” codes and regulations that impact building projects. For instance, local zoning codes play a big role in the location, design and development of most every project. Zoning regulations are locally adopted rules aimed at regulating the uses in various districts, the size and height of buildings, exterior treatment materials and conditions, the location of buildings on the property, parking requirements, fences, lot sizes, density, etc. Additionally, in some developments, there may also be private restrictive covenants that affect building projects. Restrictive covenants however, are generally private agreements between developers, builders and property owners within a specific development and as a result, they are not enforced by the local municipality. Responsibility for the enforcement of these “other” codes however, is sometimes assigned to the building official because of their regulatory nature.

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POLITICAL SUPPORT

The implementation of any new ordinance requires strong political support, or compliance may be ineffective. This support can be achieved when there is a better understanding of the true function of the building code. Therefore, it is important that there be both work sessions for the governing body and public meetings where factual information can be shared about the State Building Code. The states' Regional Building Official's are especially prepared to attend meetings like this in order to give formal presentations, answer questions, or just be there "in case."

Where council members, the mayor, and the chief administrator are proud of their city, this feeling will spread.

David S. Arnold

Code administration should never be looked upon as being easy or painless. Regulatory enforcement has its drawbacks too. Many people resent regulation and any form of regimentation, especially when applied to their personal property. As such, when confronted with the unpopular characteristics of the codes' application, it will be in the strong and unanimous support for the code where the citizenry will find fairness and uniformity.

With proper political and administrative support and proper staffing and direction, code administration and enforcement can be developed into a responsive, proficient and respectable public service.

PUBLIC NOTIFICATION

If the code is adopted within a community, the municipality should do whatever it can to inform and educate its citizens, businesses and local building contractors about the adoption and its benefits and processes. A proactive approach needs to be used. Inaccuracies and contradictions about the process and application must be avoided.

STATE BUILDING CODE ADOPTION PROCESS

Adoption of the State Building Code is as simple as adopting any other local ordinance. The process works like this: (Also see MS 394.25)

- Hold workshops and public meetings**
- Advertise for a public hearing on the adoption of the building code**
- Draft an ordinance (see our sample ordinances attached herein)**
- Hold a public hearing and take political action (vote) on the ordinance proposal**
- Set an effective date for the ordinance to become law**
- Publish the ordinance in the official newspaper of the municipality**
- Hire a State Certified Building Official to be the administrative authority for the code**
- Send a copy of the newly adopted building code ordinance - and a completed building official designation form - to the Construction Codes and Licensing Division.**

OTHER CODE ADOPTION CONSIDERATIONS INCLUDE:

➤ **Application of the building code for county-wide code adoption**

If a county were to adopt the building code, code application would be applied to all townships and unincorporated cities within the county. Townships may not rescind the State Building Code under this adoption process. Townships or cities within the same county can however, adopt the code themselves in the same manner the county does. Under this scenario, townships and cities would be mandated to enforce the building code with their own staff and/or in the same manner as mandated by the county.

Incorporated cities with a population under 2,500 persons are not required to adopt the building code. These cities are specifically exempt from applications of code enforcement by the county in which they are located in – even if the county has already adopted the State Building Code. These less populated/smaller incorporated cities would still have the right to adopt the code if they choose however, and formulate required code administration under their authority.
[Minnesota Statutes 326B.121]

➤ **Two-mile radius option around a jurisdiction that has adopted the building code**

Pursuant to Minnesota Statute 326B.121, Subdivision 2, part d, a city may by ordinance, and with permission of the adjacent township board(s), extend the enforcement of the building code to contiguous unincorporated territory not more than two miles distance from its corporate city limit in any direction. Once enforcement authority is extended extraterritorially by ordinance, the authority may continue to be exercised in the designated (2 mile radius) territory even if/when another city less than four miles distant later elects to adopt the code. After the extension, the city may enforce the building code in the designated areas to the same extent as if the property were situated within its corporate city limits. Enforcement of the code by the city outside of its jurisdiction commences on the first day of January in the year following the notice of the public hearing.

[Minnesota Statutes 326B.121]

➤ **Agricultural building exemptions**

Buildings meeting the definition of an “agricultural building” as defined in Minnesota Statute 326B.103 Subdivision 3, that are on “agricultural land” as defined in Minnesota Statute 273.13 Subdivision 23, are exempt from certain requirements of the State Building Code. Specifically, Ag buildings meeting this statutory provision are exempt from the requirement of a “building permit.” The local authority however, may still require some type of land use or zoning review, but a “building permit” (as would otherwise be required by the State Building Code) is not required. In addition, a “building permit” fee may not be charged or collected.

[MS 326B.103, Subdivision 3, MS 326B.121, Subdivision 1, & MN Rule 1300.0120]

COMMON QUESTIONS AND ANSWERS:

1. **If we choose to adopt the State Building Code (SBC), how much of a tax burden will this be to the taxpayers of our community?**
 - If the building code is adopted, a building fee schedule must also be developed and adopted. Building permit fees are considered user fees. This means only those that use the process (obtain permits) pay a fee for that service. Building permit fees need to reflect the municipalities associated costs relating to administration and enforcement of the building code, including staffing, transportation, public education, training, tools and equipment, etc. If fees are developed accordingly, there should be no additional tax burden placed on the general fund or the citizens of the community.
2. **If we choose to adopt the State Building Code, can we modify the code by making local amendments or changes to it?**
 - **No.** State law prohibits local amendments to the State Building Code. **No changes may be made to the content or application of the State Building Code.**
3. **If we choose to adopt the State Building Code, can we choose to adopt or enforce only the portions that we want or like?**
 - **No.** If the SBC is adopted, it may not be changed or amended in any way, **nor can a municipality pick and choose which sections they want to enforce or not enforce. Once the SBC is adopted, the entire code would apply and must be enforced.**
4. **If we choose to adopt the State Building Code, is there a way for the council/town board or building official to grant waivers to persons grieved by a building code requirement?**
 - **No.** No person (including the building official) or board or commission may grant variances or waivers of any type to the State Building Code.
5. **If we choose to adopt the State Building Code, will we still be able to require each person to submit their respective permit applications to the city council/town board for final approval?**
 - **Yes.** However, it is only the building official that can review and approve *building code* requirements and subsequently sign-off on and/or issue building permits. If such an application is construction related only and the work complies with the building code, the building official must issue a building permit. Other building permits may be denied (by the local board or commission) if the proposal does not comply with other local zoning codes or ordinances.
6. **If we choose to adopt the State Building Code, will it require everyone to hire a licensed architect or engineer to draw-up construction plans?**
 - **No.** The State Building Code does not indicate or dictate requirements for when a licensed design professional is required - on any project. It does state that the building official may require a licensed design professional if they believe the proposed work involves complex engineering or special design features. Other state law does indicate when the involvement of licensed design professional is required. Generally, the building official will refer to those other state laws to determine when/if a licensed design professional must be involved.

7. If we choose to adopt the State Building Code, what type of liability will this add to our jurisdiction?

- You should contact your local legal council on this for specifics, but generally, as long as the building code is administered and enforced in good faith by the Building Official - and without malice in the discharge of the duties required by the code or other pertinent laws or ordinances - the level of liability should not be affected. If a contract agency is hired to handle building code enforcement in the jurisdiction, that contractor should be required to have and maintain regular insurance for this type of work.

8. If we adopt the State Building Code, how much should we charge for a building permit fee?

- Permit fees are to be determined and established by the local municipality. **Permit fees must be established so that they cover all costs associated with administration and enforcement the State Building Code - to run a functioning building department.** Permit fees can be developed on a “fixed fee” basis and on a construction “value” type of sliding fee schedule, or a combination of both. **It is important to remember that the fees are being collected as a “fee for service,” and as such, they must be commensurate with the services being provided.**

9. If we adopt the State Building Code, can “extra” permit fee revenue be used to offset other general fund expenditures or balances in the local budget?

- The State Building Code specifically requires that building permit fees be fair, reasonable and proportionate to the actual costs of the services for which the fee is being imposed (see MN Rule 1300.0160). Ideally, when a citizen purchases a permit, it is considered a “fee for service” charge that should be set-up to balance out at zero. Building permit applicants should not be charged additional or extra fees to support a municipalities’ general fund or other special interest projects undertaken by the municipality.

10. If we adopt the State Building Code, can we use it to regulate building maintenance or nuisance conditions within our community?

- The SBC can be used to regulate the abatement of hazardous buildings or structures. The SBC however, contains no provisions for regulating building maintenance or other nuisance conditions. These conditions must be addressed through separate local ordinances and/or zoning controls. Municipalities interested in this type of regulation could also consider adoption of a local building and property maintenance code to deal with problematic conditions of this type. (Also see question # 25.)

11. If we adopt the State Building Code, how will it apply to agricultural buildings within our community?

- Agricultural buildings on agricultural land (as defined by state statute) are specifically exempt from the requirements of the SBC. A building permit is not required, nor may a building permit fee be charged.

12. If we adopt the Sate Building Code, can we have our designated building official be responsible for other ordinances and/or enforcement regulations within the community?

- **Yes.** The municipality dictates the general responsibilities of the building official. Many municipalities also require the building official to oversee enforcement of local zoning codes, septic codes and/or property maintenance codes. The building official however, is the only person having the authority (certification) to administer and enforce the SBC.

13. If we adopt the State Building Code, will the code require a homeowner to hire a building contractor or can they do their own work?

- A homeowner can choose to do all or any portion of work they want on their own property/building(s). The building code does not require homeowners to hire building contractors.

14. If we adopt the State Building Code, do we have to hire more staff or someone to become a building official?

- Once the SBC is adopted, **only a certified building official** or a certified limited building official **can administer and enforce the building code.** A municipality can choose to hire an additional employee or they can choose to hire a consulting firm that provides the services of a certified building official. A municipality may also choose to contract these same services with an adjacent municipality that already has certified staff. Regardless of whom you choose or the method in which you provide the service, a certified building official must be designated by the jurisdiction to serve in this role.

15. If we adopt the State Building Code, will building permits be required for temporary buildings or other outbuildings or structures?

- The SBC has specific exemptions for certain buildings and/or structures. One must refer to the SBC for verification. As such, each case must be reviewed independently for correct application of the code. Generally, a building permit would not be required for a one-story detached accessory building less than 120 square feet in size. Agricultural buildings located on land defined as agricultural land are also exempt. A building permit would be required for a temporary building.

16. If we adopt the State Building Code, will a person be required to obtain a building permit to replace a furnace or water-heater? Will a building permit be required for re-roofing, residing, window replacement or similar types of projects?

- **Yes.** These types of projects are not exempt from permitting or the code. Some of these conditions are of the type where a "fixed" permit fee may apply. Inspection of this same permitted work is also always required.

17. If we choose to adopt the State Building Code, will a person be required to upgrade their existing manufactured home to make it meet code?

- Whether the SBC is adopted or not, Minnesota Statue 327B would require a manufactured home to meet the code that it was constructed to at the point of sale or lease. Responsibility for these mandates falls upon the owner and/or their legal representative. The municipality (or building official) is not involved in this process unless the necessary upgrades require a building permit.

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18. If we choose to adopt the State Building Code, can we use it to “zone-out” mobile/manufactured homes from our municipality?

- **No.** The SBC does not regulate or dictate zoning requirements in a municipality. Zoning provisions however, may not discriminate against mobile/manufactured homes constructed after July 1, 1972 that comply with the construction code that they were built to. (See MS 394.25 and MS 462.357.)

19. If we choose to adopt the State Building Code, will the code apply to a mobile home installation? Will the installation require a building permit?

- **Yes.** Mobile/manufactured home installations do require a building permit. The SBC has very specific criteria for the installation, setting and securing of a mobile/manufactured home. Mobile/manufactured homes themselves must be constructed to either Federal (HUD) construction standards and/or state building codes and are inspected by third party inspection agencies where they are manufactured. The municipalities’ building official is responsible to verify this process by assuring that the building is “labeled” by the manufacturer and subsequently installed per code and the manufacturers’ installation requirements.

20. When a building permit is issued, is an inspection always required on every project?

- **Yes.** Some form of on-site compliance inspection is required whenever a building permit is issued. The SBC specifically defines inspections that are required. It also gives the building official the ability to require more specific conditions of inspection - or even the hiring of specialized inspectors for various complex building designs/elements.

21. What is a “fixed fee” building permit and how does that compare to a “valuation based” building permit fee?

- Fixed-fee permits are just that; the fee for an individual permit is a set fee, it does not change. The price for a fixed-fee building permit is always the same, regardless of who obtains the permit. Fixed-fee permits are usually used for smaller projects consisting of minimal time for the building inspector. A valuation based permit fee is generally used on larger projects where more time must be dedicated to the application and enforcement of the code due to the complexity of the project. It is that type of fee that fluctuates from a lower price to a higher price depending on the value of permitted construction activity.

22. Why should the government be involved with (in the form of a building permit) me when I want to work on my property/house?

- The building code protects many interests of the local government. With the average family moving once every seven to ten years, enforcement of the building code provides for sound construction that contributes to the strengthening of the value of the property; it provides minimum design standards for the local construction industry that help to level the playing field in the bidding and construction processes; it assures that required life-safety features are provided for and are operational. Arguably, it can be stated that what one person does on their property has the potential to affect the community as a whole; therefore, it can be said that the benefits of adopting the State Building Code are also benefits to the community as a whole.

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23. If the municipality decides to build a new building or do other construction on an existing municipal building, will the municipality be required to comply with the building code, obtain a building permit and pay building permit fees if the code is adopted?

- The municipality may, by board or council resolution, exempt itself from regular building permit fees on municipal buildings within its jurisdiction. However, a building permit application must be recorded and a building permit must still be issued. All SBC requirements must also be met and every required inspection must be completed. The local board/council may not exempt itself from the code or the codes' requirements. (Note: The required state surcharge fee must still be charged and paid even if the building permit and/or plan review fee is dismissed by the board/council.)

24. Can the local town board, city council, administrator, mayor, police or fire chief supersede the designated building official's building code interpretation or authority for enforcement action pertaining to the State Building Code?

- No. Only the certified building official - or a certified limited building official - can administer and enforce the SBC. The certified building official may use others' experience and/or opinions in the formulation of their interpretation, but it is their responsibility (under their certification) to administer the provisions of the code. **Once the building official renders an opinion [on the code] no one can supersede that decision.** The code does however, allow for an appeals process.

25. Does the State Building Code provide the building official with the authority to enter an existing building and require of building code upgrades?

- The building official may not arbitrarily enter any existing building unless they have proper (legal) permission. Their primary authority extends to those projects that are legally permitted. Once a building becomes "existing" there could be elements that become "non-conforming" within a year or two after occupancy. The SBC recognizes this by allowing existing buildings and their construction to remain in their original state - under the code that they were built to - as long as they do not pose a hazard or become dangerous. However, the building official can cause any building to be re-inspected to determine that it has been maintained.

26. If the State Building Code were adopted, what would the penalty be for starting construction without a permit? Can the designated building official write "tickets" for building code violations?

- The municipality sets the fee schedule relating to SBC administration and enforcement. The fee schedule may include a penalty fee for starting work without a building permit. Generally, most jurisdictions set the fee for starting work without a building permit at double that of the regular permit price. The building code would allow the building official to write a citation, but to formally do so under Minnesota law requires that the municipality specifically designate citation-writing authority by local ordinance. Obviously, licensed peace officers carry this authority, but most jurisdictions also pass this authority along to the local city/town administrator, planning and/or zoning director, public works director, building official and fire marshal.

1/14/2016

27. Does the State Building Code require all construction lumber to be “grade stamped;” and will locally sawn lumber (non-grade-stamped) be allowed for use if we adopt the State Building Code?

- Generally, yes. **Construction lumber** for most projects regulated under the scope of the SBC **requires grade stamps**. There are some exceptions for small utility/non-occupied types of buildings however.

28. As a community, what kind of direct benefits will we see if we choose to adopt the State Building Code right now?

- Building code regulation provides the municipality with an effective manner in which to assure public protection and safety in local building construction. Code enforcement can also help to reduce or eliminate blight and substandard structures and can assist in assuring desirability of the local building stock.

29. If we choose to adopt the State Building Code right now, will we be required to hire additional support staff - in addition the designated building official - for proper enforcement of the building code?

- **Not necessarily.** Staffing requirements will vary based on the anticipated workload. In many instances, the designated building official is the only “new” staff required. Required clerical work may be handled by the building official or by existing staff. If building code enforcement is contracted out to a private company or another adjacent jurisdiction, there may be no need for additional staff at all. In larger communities or counties, additional staff may be necessary.

30. If we choose to adopt the State Building Code, will we also be required to adopt and enforce the State Fire Code - and subsequently hire a local Fire Marshal?

- **No.** **The SBC has no direct relationship with adoption or enforcement of the State Fire Code.** Adoption of the SBC would not mandate the hiring of a fire marshal. The SBC and the Fire Code however, are companion documents and both must be used for certain applications of the SBC. The Department of Public Safety, through the State Fire Marshals office, administers the State Fire Code. Information on the State Fire Code can be obtained at:
<http://www.dps.mn.gov/divisions/sfm/Pages/default.aspx>

SELF-PERPETUATING SAMPLE ORDINANCE - EXAMPLE

Ordinance No. _____ Adopting the Minnesota State Building Code

AN ORDINANCE ADOPTING THE MINNESOTA STATE BUILDING CODE. THIS ORDINANCE: PROVIDES FOR THE APPLICATION, ADMINISTRATION, AND ENFORCEMENT OF THE MINNESOTA STATE BUILDING CODE BY REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA, AND MAINTENANCE OF ALL BUILDINGS AND/OR STRUCTURES IN THIS MUNICIPALITY; PROVIDES FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; PROVIDES PENALTIES FOR VIOLATION THEREOF; REPEALS ALL ORDINANCES AND PARTS OF ORDINANCES THAT CONFLICT THEREWITH. THIS ORDINANCE SHALL PERPETUALLY INCLUDE THE MOST CURRENT EDITION OF THE MINNESOTA STATE BUILDING CODE WITH THE EXCEPTION OF THE OPTIONAL APPENDIX CHAPTERS. OPTIONAL APPENDIX CHAPTERS SHALL NOT APPLY UNLESS SPECIFICALLY ADOPTED.

This municipality does ordain as follows:

Section 1. Codes adopted by reference. The Minnesota State Building Code, as adopted by the Commissioner of Labor and Industry pursuant to Minnesota Statutes chapter 326B, including all of the amendments, rules and regulations established, adopted and published from time to time by the Minnesota Commissioner of Labor and Industry, through the Building Codes and Standards Unit, is hereby adopted by reference with the exception of the optional chapters, unless specifically adopted in this ordinance. The Minnesota State Building Code is hereby incorporated in this ordinance as if fully set out herein.

Section 2. Application, Administration and Enforcement. The application, administration, and enforcement of the code shall be in accordance with Minnesota State Building Code. The code shall be enforced within the extraterritorial limits permitted by Minnesota Statutes, 326B.121, Subd. 2(d), when so established by this ordinance.

The code enforcement agency of this municipality is called the _____.

This code shall be enforced by the Minnesota Certified Building Official designated by this Municipality to administer the code in accordance with Minnesota Statutes 326B.133, Subdivision 1.

Section 3. Permits and Fees. The issuance of permits and the collection of fees shall be as authorized in Minnesota Rules Chapter 1300. Permit fees shall be assessed for work governed by this code in accordance with the fee schedule adopted by the municipality in i.e.: City Code #, Ordinance # etc. In addition, a surcharge fee shall be collected on all permits issued for work governed by this code in accordance with Minnesota Statutes 326B.148.

Section 4. Violations and Penalties. A violation of the code is a misdemeanor (Minnesota Statutes 326B.082, Subd. 16).

Section 5. Building Code Optional Chapters. Minnesota State Building Code, Chapter 1300 allows the Municipality to adopt by reference and enforce certain optional chapters of the most current edition of the Minnesota State Building Code.

The following optional provisions identified in the most current edition of the State Building Code are hereby adopted and incorporated as part of the building code for this municipality.

- 1.
2. *(Municipality must specifically identify optional provisions elected for code adoption here)*
- 3.

Section 6. Effective Date of Ordinance. The effective date of this Ordinance is _____.

Signed: _____

Title: _____

Attest: _____

Title: _____

Reviewed By: _____

Title: _____

24
26

1/14/2016

December 2016

ACCESSIBILITY SAMPLE ORDINANCE - EXAMPLE

Ordinance No. _____ Adopting the Minnesota State Building Code for Accessibility

AN ORDINANCE ADOPTING THE MINNESOTA STATE BUILDING CODE FOR ACCESSIBILITY. THIS ORDINANCE: PROVIDES FOR THE APPLICATION, ADMINISTRATION, AND ENFORCEMENT OF THE MINNESOTA STATE BUILDING CODE FOR ACCESSIBILITY BY REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, CONVERSION, OCCUPANCY, EQUIPMENT, USE, AND MAINTENANCE OF ALL BUILDINGS AND STRUCTURES IN THIS MUNICIPALITY; PROVIDES FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; PROVIDES PENALTIES FOR VIOLATION THEREOF; REPEALS ALL ORDINANCES AND PARTS OF ORDINANCES THAT CONFLICT THEREWITH.

This municipality does ordain as follows:

Section 1. Application, Administration and Enforcement. The application, administration, and enforcement of the code shall be in accordance with Minnesota Rules chapter 1300. The code enforcement agency of this municipality is called the _____. This code shall be enforced by the Minnesota Certified Building Official designated by this Municipality to administer the code in accordance with Minnesota Statutes 326B.133, Subdivision 1.

Section 2. Permits and Fees. Permit fees shall be assessed for work governed by this code in accordance with the fee schedule adopted by the municipality in i.e.: City Code #, Ordinance # etc. In addition, a surcharge fee shall be collected on all permits issued for work governed by this code in accordance with Minnesota Statutes 326B.148.

Section 3. Violations and Penalties. A violation of the code is a misdemeanor (Minnesota Statutes 326B.082, Subd. 16).

Section 4. Building Code for Accessibility. The Minnesota State Building Code for Accessibility, established pursuant to Minnesota Statutes 326B, is hereby adopted as the building code for accessibility in this municipality. The building code for accessibility is known as chapter 1341 of Minnesota Rules.

Section 5. Effective Date of Ordinance. The effective date of this Ordinance is _____.

Signed: _____
Title: _____
Attest: _____
Title: _____
Reviewed By: _____
Title: _____

1/14/2016

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26

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1/14/2016

2/6/16

443 Lafayette Road N.
St. Paul, Minnesota 55155
www.doli.state.mn.us



MINNESOTA DEPARTMENT OF
LABOR & INDUSTRY

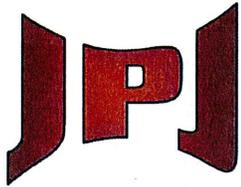
(651) 284-5000
1-800-DIAL-DLI

MINNESOTA STATE BUILDING CODE CODE ADOPTION GUIDE

*Construction Codes and Licensing Division
Minnesota Department of Labor and Industry*

Code Administration & Regional Services Unit

**MN Construction Codes and Licensing Division
Department of Labor and Industry
443 Lafayette Road N. St. Paul, MN 55155-4341
P: 651-284-5068 / F: 651-284-5749
<http://www.doli.state.mn.us>**



8 B
1/3

Engineering

Land Surveying

Economic Development

September 6, 2016

Ms. Debra Sakrison, Clerk
City of Gilbert
P.O. Box 548
Gilbert, MN 55741

**Re: East Industrial Park
Project No. 12-568**

Dear Ms. Sakrison:

Enclosed please find three copies of Partial Payment Estimate No. 1 for the East Industrial Park project. We recommend payment of \$96,686.95 to Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741 upon receipt of certified payroll reports.

After your review and approval, please sign and date all three copies of the partial payment estimate, retain one copy for your files and return the remaining two copies to our office.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

JPJ Engineering, Inc.

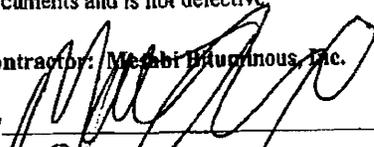
John P. Jammick, P.E.

JPJ/dj

Enclosures

1/3

PARTIAL PAYMENT ESTIMATE

PROJECT: East Industrial Park		PROJECT NO.: 12-568	DATE: July 26, 2016 PAY ESTIMATE NO.: 1 PAGE 1 OF 2
OWNER: City of Gilbert P.O. Box 548 Gilbert, MN 55741		CONTRACTOR: Mesabi Bituminous, Inc. P.O. Box 728 Gilbert, MN 55741	
		PERIOD OF ESTIMATE FROM: June 26, 2016 TO: July 23, 2016	
CONTRACT CHANGE ORDER SUMMARY		ESTIMATE	
	Amount		
No.	Additions	Deductions	
			1. Original Contract \$117,608.00
			2. Change Orders \$0.00
			3. Revised Contract (1+2) \$117,608.00
			4. Work Completed* \$101,775.74
			5. Stored Materials \$0.00
			6. Subtotal (4+5) \$101,775.74
			7. Retainage 5% (\$5,088.79)
			8. Previous Payments \$0.00
			9. Amount Due (6-7-8) \$96,686.95
TOTALS			
NET CHANGE			*Detailed breakdown attached
CONTRACT TIME			
Original (days): Revised:		On Schedule ___ Yes <u>X</u> No	Starting Date: November 24, 2015 Projected Completion: June 30, 2016
<p>CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>		<p>ENGINEER'S CERTIFICATION: The undersigned certifies that to the best of their knowledge and belief and to the extent of their assigned Contract responsibilities, the quantities shown in this estimate are correct and that the work has been performed in accordance with the Contract Documents.</p>	
<p>Contractor: Mesabi Bituminous, Inc. By  Date 8/19/16</p>		<p>Engineer: JPJ Engineering, Inc. By  Date 7/26/16</p>	
		<p>APPROVED BY OWNER: Owner: City of Gilbert By _____ Date _____</p>	

PAY ESTIMATE NO. 1

DATE: July 26, 2016

OWNER: City of Gilbert

PROJECT: East Industrial Park

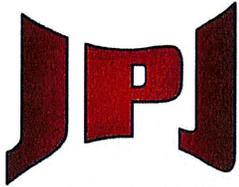
CONTRACTOR: Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741

BASE BID

ITEM NO.	DESCRIPTION	QUAN. BID	UNIT	UNIT PRICE	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE
2105	COMMON EXCAVATION	1,950	C.Y.	\$8.50	0	\$0.00	0	\$0.00
2211	AGG BASE, CLASS 5 (CV)	634	C.Y.	\$17.00	634	\$10,778.00	634	\$10,778.00
2221	AGG SHOULDERING, CL 5 (CV)	240	C.Y.	\$22.00	240	\$5,280.00	240	\$5,280.00
2360	TYPE SP WEARING COURSE	650	TON	\$57.00	731.29	\$41,683.53	731.29	\$41,683.53
2360	TYPE SP NON-WEARING COURSE	650	TON	\$57.00	772.53	\$44,034.21	772.53	\$44,034.21
2501	12" CMP CULVERT	115	L.F.	\$35.00	0	\$0.00	0	\$0.00
2501	12" CMP APRON	2	EACH	\$125.00	0	\$0.00	0	\$0.00
2575	SEEDING	2	ACRE	\$2,400.00	0	\$0.00	0	\$0.00
2575	EROSION CONTROL BLANKETS	450	S.Y.	\$4.00	0	\$0.00	0	\$0.00

TOTAL WORK COMPLETED THIS PERIOD..... \$101,775.74

TOTAL WORK COMPLETED TO DATE..... \$101,775.74



80
1/3

Engineering

Land Surveying

Economic Development

September 7, 2016

Ms. Debra Sakrison, Clerk
City of Gilbert
P.O. Box 548
Gilbert, MN 55741

**Re: Genoa Sanitary Sewer
Project No. 15-196**

Dear Ms. Sakrison:

Enclosed please find three copies of Partial Payment Estimate No. 1 for the Genoa Sanitary Sewer project. We recommend payment of \$72,823.20 to Jola & Sopp Excavating, Inc., P.O. Box 738, Eveleth, MN 55734 upon receipt of certified payroll reports.

After your review and approval, please sign and date all three copies of the partial payment estimate, and return all three copies to our office.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

JPJ Engineering, Inc.

John P. Jamnick, P.E.

JPJ/dj

Enclosures

PAY ESTIMATE NO. 1

DATE: August 30, 2016

OWNER: City of Gilbert

PROJECT: Genoa Sanitary Sewer

CONTRACTOR: Jola & Sopp Excavating, Inc., P.O. Box 738, Eveleth, MN 55734

BASE BID

ITEM NO.	DESCRIPTION	QUAN. BID	UNIT	UNIT PRICE	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE
2101	CLEARING & GRUBBING	0.41	ACRE	\$4,878.06	0.41	\$2,000.00	0.41	\$2,000.00
2104	RMV PIPE CULVERT	14	L.F.	\$15.00	20	\$300.00	20	\$300.00
2104	RMV SAN MANHOLE	4	EACH	\$200.00	2	\$400.00	2	\$400.00
2104	RMV SAN SEWER CONNECTION	1	EACH	\$50.00	1	\$50.00	1	\$50.00
2105	COMMON EXCAVATION	135	C.Y.	\$10.00	135	\$1,350.00	135	\$1,350.00
2105	ROCK EXCAVATION - BOULDER	20	C.Y.	\$40.00	0	\$0.00	0	\$0.00
2106	DITCH EXCAVATION	110	L.F.	\$10.00	170	\$1,700.00	170	\$1,700.00
2211	AGG BASE, CLASS 5 (CV)	135	C.Y.	\$20.00	135	\$2,700.00	135	\$2,700.00
2451	GRAN BACKFILL MTRL (LV)	40	C.Y.	\$11.00	0	\$0.00	0	\$0.00
2451	GRAN FOUND MTRL (LV)	40	C.Y.	\$11.00	0	\$0.00	0	\$0.00
2501	18" CMP CULVERT	32	L.F.	\$35.00	32	\$1,120.00	32	\$1,120.00
2501	18" CMP APRON	4	EACH	\$175.00	4	\$700.00	4	\$700.00
2506	CONST SAN MANHOLE	4	EACH	\$2,500.00	4	\$10,000.00	4	\$10,000.00
2506	SAN MANHOLE FRAME SEAL	4	EACH	\$200.00	4	\$800.00	4	\$800.00
2573	SILT FENCE, MACHINE SLICED	1,265	L.F.	\$4.00	968	\$3,872.00	968	\$3,872.00
2573	CONST SITE EXIT CONTROLS	1	EACH	\$500.00	0	\$0.00	0	\$0.00
2573	CULVERT END CONTROLS	1	EACH	\$1,500.00	0	\$0.00	0	\$0.00
2575	TEMPORARY MULCH	1.2	ACRE	\$875.00	0	\$0.00	0	\$0.00
2575	SEEDING	1.2	ACRE	\$1,600.00	1.5	\$2,400.00	1.5	\$2,400.00
2575	EROSION CONTROL BLANKETS (CAT. 3)	225	S.Y.	\$1.70	140	\$238.00	140	\$238.00
2621	8" PVC SANITARY SEWER	1,344	L.F.	\$33.00	1,337	\$44,121.00	1,337	\$44,121.00
2621	6" PVC SAN SERVICE LINE	210	L.F.	\$30.00	116	\$3,480.00	116	\$3,480.00
2621	8" X 6" SAN SERVICE WYE	6	EACH	\$75.00	5	\$375.00	5	\$375.00
2621	6" X 6" SAN SERVICE WYE	1	EACH	\$100.00	0	\$0.00	0	\$0.00
2621	CON TO EX SAN SEWER	1	EACH	\$100.00	0	\$0.00	0	\$0.00
2621	CON TO EX SAN MANHOLE	1	EACH	\$400.00	2	\$800.00	2	\$800.00
2621	RECONNECT EX SAN SERVICE	6	EACH	\$50.00	5	\$250.00	5	\$250.00

TOTAL WORK COMPLETED THIS PERIOD..... \$76,656.00

TOTAL WORK COMPLETED TO DATE..... \$76,656.00

City of Gilbert
Request for City Council Action

80
1/2

Date: September 8, 2016

Issue: Ordinance 2016-01 Opting Out of the Requirements of MN Statutes §462.3593, Temporary Family Health Care Swellings.

Background: Because this issue affects zoning, action has to be by Ordinance and the council previously acted by motion only so an Ordinance is required.

Council Action:

City Council action is requested to take action by roll call vote on Ordinance 2016-01, Opting Out of the Requirements of Minnesota Statutes §462.3593.

8/2

ORDINANCE NO. 2016-01

CITY OF GILBERT

**AN ORDINANCE OPTING OUT OF THE REQUIREMENTS OF
MINNESOTA STATUTES, SECTION §462.3593**

WHEREAS, on May 12, 2016, Governor Dayton signed into law the creation and regulation of temporary family health care dwellings, codified at Minnesota Statute §462.3593, which permit and regulate temporary family health care dwellings;

WHEREAS, subdivision 9 of Minnesota Statute §462.3593 allows cities to “opt out” of those regulations;

THE CITY COUNCIL OF THE CITY OF GILBERT, ORDAINS as follows:

City Code Section §152.003 is amended as follows:

OPT-OUT OF MINNESOTA STATUTES, SECTION 462.3593:

Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City of Gilbert opts-out of the requirements of Minnesota Statutes §462.3593, which defines and regulates Temporary Family Health Care Dwellings.

This Ordinance shall be effective immediately upon its passage and publication.

ADOPTED the 13 day of September, 2016, by the City Council of the City of Gilbert.

CITY OF GILBERT

By: _____

Mayor, Robert Kutsi

ATTEST:

Debra Sakrison, Clerk/Treasurer

City of Gilbert
Request for City Council Action

Date: September 7, 2016

Issue: Terah Rinerson's request to attend Water/Wastewater Operations School in St. Cloud Oct 18-20, 2016. Conference fee is \$255.00, meals, mileage and lodging will be in addition to conference fee. She plans to sit for the Class B Water test on the 20th.

Background:

Council Action:

City Council action is requested to approve Terah Rinerson attending the Water/Wastewater Operations training in St. Cloud October 18-20, 2016 and to pay the conference registration fee, meals, mileage and lodging so she can take the Class B Water test.

City of Gilbert
Request for City Council Action

8 F
1/10

Date: September 8, 2016

Issue: Resolution 2016-14 to Accept MN Dept of Natural Resources Volunteer Fire Assistance grant.

Background: At the May 10, 2016 City Council meeting the City Council took action approving the Fire Department to make application for the grant from MN DNR. The grant has been awarded. Action is needed to accept the grant.

Council Action:

City Council action is requested to approve Resolution 2016-14 Accepting the Grant from MN Department of Natural Resources 2017 Volunteer Fire Assistance Program.



City of Gilbert

2/10

www.gilbertmn.org

16 South Broadway • P.O. Box 548 • Gilbert, MN 55741

Phone: 218-748-2232 • Fax: 218-748-2234

**RESOLUTION 2016-14
RESOLUTION ACCEPTING THE GRANT FROM MN DEPARTMENT OF NATURAL RESOURCES 2017
VOLUNTEER FIRE ASSISTANCE GRANT**

WHEREAS, the city of Gilbert is authorized to contract with the State of Minnesota; and

WHEREAS, the state of Minnesota acting through its Department of Natural Resources fire Center has awarded the city of Gilbert a grant for the Volunteer Fire Assistance program.

WHEREAS, the City Council finds that it is appropriate to accept the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GILBERT, MINNESOTA TO ACCEPT THE GRANT FROM THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR THE VOLUNTEER FIRE ASSISTANCE MATCHING GRANT.

Those voting in favor:

Those voting against:

Adopted by the City Council of the city of Gilbert on September 8, 2016.

Approved:

Robert Kutsj, Mayor

Attested:

Debra Sakrison, City Clerk

Minnesota Department of Natural Resources

402 SE 11th Street • Grand Rapids, MN • 55744



August 18, 2016

RE: 2017 VOLUNTEER FIRE ASSISTANCE (VFA) GRANT AWARD

Please find enclosed the grant contract for your "Volunteer Fire Assistance" matching grant award. The amount of the grant is indicated on the grant contract under "Consideration of Payment" and at the bottom of Exhibit A. Start and end dates are found under "Terms of Grant" and these dates are firm. Also, please review the attached grant request (exhibit A) for which project has been approved. This is a 50:50 match so for example if your grant award is for \$2500.00, you would need to spend \$5,000.00 to get the full payment.

On page six (7), there are **two (2)** signatures needed as the Grantee, by people who are delegated the authority to sign a legal and binding contract. City and Township officials will provide the signatures for municipalities. Departments incorporated unto themselves, non-municipalities, the President and Chief or secretary will sign.

Keep the copy of your agreement. Return the signature page within 30 days to:

Shelly Serich
DNR Fire Center
402 Southeast Eleventh Street
Grand Rapids, Minnesota 55744

After the State Agency signs the contract signature page, I will forward a signed copy back to you. If you need to talk with me, my number is (218) 322-2692.

Thank you.

Shelly Serich

Shelly Serich
VFA Grant Contract Specialist
Shelly.Serich@state.mn.us

May 10, 2016
Council approved

www.mndnr.gov/grants/ruralfire

enc

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/10

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Department of Natural Resources, Division of Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744 ("State") and GILBERT FIRE DEPT, PO BOX 548, GILBERT, MN 55741 ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.085 authorizes the Commissioner of Natural Resources, on behalf of the State, to accept and use grants of money for the United States or other grantors for conservation purposes not inconsistent with the laws of this state and in accordance with the purposes of the grant and applicable Federal and State laws and authorizes the Commissioner to make sub-grants of any money received to other agencies, units of local government, and private nonprofit corporations; and Minn. Stat. 88.067, as amended in Laws of Minnesota 2000, Chapter 231, Section 113, may make grants for procurement of fire suppression equipment and training of fire departments in techniques of fire control. The commissioner may require a local match for any grant. Grantee is a governmental unit and or is a fire fighting entity located in a rural area; and the State is empowered to enter into this grant.
2. The State is in need of fire department assistance to suppress wildland fires.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Agreement

1 Term of Grant Agreement

Effective date: This grant will cover expenses beginning **August 1, 2016**, although no payments can or will be made until the grant is fully executed and as date signed by the Minnesota Commissioner of Natural Resources or his delegate under Minnesota Statutes Section 16C.05, subdivision 2.

Expiration date: **Work on this project must be completed on or before June 1, 2017. The State is to be invoiced on or before June 15, 2017 or the contract will be canceled without further notification.**

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

Incur Expenses: Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after August 1, 2016 are eligible for reimbursement. This agreement becomes effective on August 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later.

5/10

2 Grantee's Duties

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

The Grantee will comply with required grants management policies and procedures set forth through [Minnesota Statutes Section 16B.97](#), subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

Complete work specified in the Project Proposal attached hereto as Exhibit A. This Project Proposal shall be a part of this grant. Highest priority is indicated in the office use only box of Exhibit A; however, any of the listed projects or a combination of the listed projects on Exhibit A, may also qualify for this grant with written approval from the State of Minnesota.

Insure **all equipment acquired through this grant must be used solely for prevention, suppression and control of fire.** Report GPS locations of dry hydrants or water facilities constructed under this grant to Shelly Serich, Rural Fire Programs Assistant, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744 or his/her successor.

3 Time

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

4 Consideration and Payment

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

Compensation. The Grantee will be paid in the amount not to exceed **\$2500.00**, based on the following computation:

Matching Requirements. The State shall reimburse Grantee for up to 50% of the reasonable net cost of items purchased or expenditures made, in accordance with the approved project proposal. This reimbursement shall not exceed the total amount of this grant.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$00.00.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$2500.00**.

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

6/10

like reduction to the Grantee.

Payment

Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and upon completion by June 15, 2017.

Federal funds. Payments under this grant contract will be made from federal funds obtained by the State through the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, CFDA number 10.664. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 Authorized Representative

The State's Authorized Representative is Tim Oland, Rural Fire Programs Coordinator, DNR Forestry, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744, 218-322-2688, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the Fire Chief at (218) 780-9884. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

6 Assignment, Amendments, Waiver, and Grant Agreement Complete

Assignment. The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

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

Waiver. If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

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

7 Contracting and Bidding Requirements

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

7
/10**8 Liability**

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

9 Audits (State and Single)

Under [Minn. Stat. §16B.98, subd. 8](#) and [2 CFR 200.331](#), the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

10 Government Data Practices and Intellectual Property

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

Intellectual Property Rights

Intellectual Property Rights Not Applicable.

11 Workers' Compensation

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

12 Publicity and Endorsement**Publicity.**

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

Endorsement.

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of 2 CFR 200.315.

8
/10**13 Governing Law, Jurisdiction, and Venue**

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

14 Termination

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

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

Termination for Insufficient Funding. The State may immediately terminate this grant contract if: Funding for Grant No. Funding for Grant No. **VFA-FFY16-102** is withdrawn by the USDA Forest Service. Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

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

16 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

17 Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in the [Minnesota Statutes Section 16B.97](#), subdivision 4 (a) (1).

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18 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion.

At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

19 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

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

20 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

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22 Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Shelly Senich

Date: 8/18/2016

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract/PO No(s). 113431/101508

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
Agency
Grantee GILBERT FIRE DEPT
State' s Authorized Representative - Photo Copy

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City of Gilbert
Request for City Council Action

Date: September 9, 2016

Issue: Resolution 2016-15 Transfer of Title to JLT Enterprises for Lots 1 – 4, Block 7 First Addition to Gilbert

Background: The Council approved this real estate transaction by motion but, to transfer real estate it needs to be done by Resolution.

Council Action:

City Council action is requested to approve Resolution 2016-15 transferring title to JLT Enterprises for Lots 1 – 4, Block 7 First Addition to Gilbert for \$3,000.

City of Gilbert
Request for City Council Action

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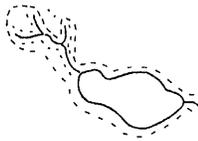
Date: September 8, 2016

Issue: Wetlands delineation need to be done at the waste water treatment plant. Attached is the Scope of Service and Authorization to Proceed for the project.

Background:

Council Action:

City Council action is requested to approve the Scope of Service and Authorization to Proceed for the Wetland Delineation work at the waste water treatment facility located on Dakota Avenue to be completed by Aquatic EcoSolutions, Inc. for a price not to exceed \$945.00 if paid within 5 days of invoice.



Aquatic EcoSolutions, Inc.

Ecological Solutions to Environmental Challenges

Lakes • Streams • Riparian • Wetlands • Watersheds

P.O. Box 497

Nevis, MN 56467

Telephone: (877) 346-3474

robertmerila@arvig.net

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August 31, 2016

Mr. John Jamnick, P.E.

JPJ Engineering, Inc.

425 Grant Street

PO Box 656

Hibbing, MN 55746

Gilbert Site

Scope of Service and Authorization to Proceed

Wetland Delineation and documentation report

\$895.00 to \$995.00

(\$845.00 to \$945.00 if payment is received within 5 days of invoice date)

- Wetland Delineation within the area identified, flagging the edges of the low areas.
- The North Central and Northeast Regional Supplement of the 1987 Manual would be used
- Report that documents on-site findings including description of wetlands
- Follow-up review with regulatory reviewers as needed

(This Scope of Service does not include a permit application for unavoidable wetland impacts)

I authorize work to proceed on the **Wetland Delineation** for the **Gilbert Site** at the amount of \$895.00 to \$995.00 (\$845.00 to \$945.00 if payment is received within 5 days of invoice date). Terms are *Due Upon Receipt* (1.5 percent per month added if past due).

Limitation of Liability

To the maximum extent of the law, I (the Client) agree to limit Aquatic EcoSolution's liability (in the event of damages to the Client) to Aquatic EcoSolution's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

X _____ Date _____

We are prepared to begin work immediately upon receipt of a signed Authorization to Proceed.

Thank you for your request for work. Please feel free to contact me if you have any comments or questions. Our telephone number is (877) 346-3474.

Sincerely,

Aquatic EcoSolutions, Inc.

Robert J.F. Merila, President

Wetland Delineator Certified #1087

City of Gilbert
Request for City Council Action

8 I
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Date: September 9, 2016

Issue: Proposal for Professional Services for an Evaluation of Water Plant from Stantec

Background: This is a proposal to do a study at the water treatment plant to evaluate the continued use of lime or would an alternative be a better route for the city to pursue. Lime is expensive to purchase, difficult to store, has health hazards and is extremely expensive to get rid of. Another chemical may be a better option for the city. But, an assessment and study need to be completed to make an informed determination. The cost for the evaluation is estimated to be \$15,800.00

Council Action:

City City Council action is requested on this issue.



September 8, 2016

Attention: Sam Lautiger
Public Works Operations Director
16 South Broadway Street
PO Box 548
Gilbert, MN 55741

Reference: Proposal for Professional Services - Gilbert Water Treatment Plant Evaluation

Dear Sam,

Thank you for this opportunity to provide professional services for the City of Gilbert and to be of assistance in preparing an evaluation of your water treatment plant (WTP). This letter presents our proposal for engineering services.

Understanding

The intent of this study is to provide the foundation for subsequent design and implementation of recommended improvements. Our scope of services, listed below, is based on email and verbal communication with City Staff.

1. Perform one site visit to assess the existing lime treatment and sludge handling process.
2. Evaluate efficiency and effectiveness of the treatment processes.
3. Evaluate three primary elements of the treatment process:
 - Optimize lime sludge handling.
 - Implementation of a recarbonation system to improve alkalinity.
 - Continued use of the lime feed system vs. alternative oxidation processes for the treatment of iron.
4. Develop phased approach specifically to resolve lime handling issues.
 - Estimate budgetary project costs.
 - Prepare a high level roadmap for implementation of proposed solutions necessary to resolve lime handling and storage issues.

Our ability to meet the objectives of this evaluation will require the following assistance from City staff:

1. Staff availability for site visit, communications, contact/focal point.
2. Water use information for the past 5 years. More specifically appropriation, sales, and backwash volumes.
3. Raw and finished water quality data for the past 5 years.
4. Agency reports, communications permits, etc. from MDH and MPCA.



September 8, 2016
Page 2 of 2

Reference: Proposal for Professional Services - Gilbert Water Treatment Plant Evaluation

Stantec Consulting Team

I will serve as your Project Manager and Ryan Capelle will assist with process engineering and study preparation. Mike Rautmann will provide Quality Control and Quality Assurance. We will utilize other Stantec staff as necessary for the scope of work. I will be responsible for coordination of the evaluation and the overall effort required by the team.

Compensation and Schedule

Upon receiving written authorization to proceed with this effort, we will deliver a draft copy of the evaluation within 12 weeks for your review. We propose to provide services on an hourly basis and estimate the level of effort required for the evaluation to be **\$15,800**.

We are very pleased to provide the City of Gilbert with this proposal for engineering services and look forward to the opportunity to work together on the study and the subsequent resolutions to your concerns. If you would like any further information to assist you with evaluating our services please feel contact me at any time. If you concur with the scope of services described in this letter proposal, including the attached Terms and Conditions, please sign on the line below and return a copy of this proposal to our office. With your signed authorization we will commence with the services you have requested in accordance with this proposal.

Regards,

Stantec Consulting Inc.

Kurt Johnson, P.E.
Project Manager
Phone: 651.967.4611
kurt.johnson@stantec.com

Attachment: Professional Services Terms and Conditions

cc: Mike Rautmann – Stantec Inc.

OWNER Authorization: _____ **Date** _____

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

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City of Gilbert
Request for City Council Action

Date: September 9, 2016

Issue: Contract with St. Louis County Extension for Land Procurement Program for Beneficial Use of Municipal Water Treatment Lime for Agronomic Crops

Background: The city needs to remove lime from the lime storage facility and one of the uses of the lime is for farm fields. This is an agreement for professional services to determine what land and how much lime each field can take. The MPCA and MN Dept of Agriculture have regulations that govern the use of municipal lime in this manner. This is a contract for the professional services associated with the disposal of lime in this manner. The city has worked with SLC Extension Services for these services previously.

Council Action:

City Council action is requested to approve the contract for services with St. Louis County – Extension/Administration for the Land Procurement Program for Beneficial Use of Municipal Water Treatment Lime for Agronomic Crops for 2016.

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**Land Procurement Program for Beneficial Use of
Municipal Water Treatment Lime for Agronomic Crops**

AGREEMENT FOR THE PERIOD

8/1/16 - 12/31/16 – renewable on annual basis

Between

City of Gilbert, Minnesota,

and

St. Louis County – Extension/Administration

St. Louis County Extension Agrees To:

1. **Provide a Trained-Program Technician:** with a Type IV Certification from the Minnesota Pollution Control Agency (MPCA), who understands MPCA requirements for a land application program utilizing the City of Gilbert municipal water treatment lime.
MPCA and MDA Requirements: Follow permitting recommendations of MPCA and the Minnesota Department of Agriculture (MDA) (i.e. permitting of field-sites as recommended and outlined by the MPCA for proper documentation, required soil analysis, municipal water treatment lime sample collection for effective neutralizing power (ENP) and/or inorganic lab analysis, and reporting documentation).
2. **Trained-Program Technician work will include:**
 - A. Facilitate documentation for licensing to MDA.
 - B. Develop a land procurement program that finds suitable land owners or tenants who will utilize the City of Gilbert municipal water treatment lime for agronomical crops following best management practices.
 - C. Understand soil testing procedures, their significance related to soil pH and liming ability of the City of Gilbert municipal water treatment lime, and ability to determine proper application rates for each field and crop.
 - D. Personal consultation with farmers interested in utilizing the City of Gilbert municipal water treatment lime, that determine the best use of the water treatment lime product on specific crops, and the farmer/operator having the proper equipment and ability to land apply the municipal lime using best management principles.
 - E. Provide support work, reports, data, equipment, documents, printing of required permits and documentation.
3. **Site Delivery Schedule and Off Load Area:** Provide field delivery sites and total tons to be delivered to each procured farm site in writing to the City of Gilbert.
4. **MDA Requirements:** If necessary, a trained technician will conduct the MDA required annual composite municipal water treatment lime sample for analytical testing to determine effective neutralizing power (ENP), unless the City of Gilbert submits their own sampling as their protocol.
5. **Composite Sample Collection:** Collection & recording of annual inorganic mineral composite of the City of Gilbert municipal water treatment lime in accordance with MPCA & MDA guidelines. All testing results provided to the City of Gilbert, unless the City of Gilbert does testing as an ongoing sampling protocol.
6. **Record System:** Maintain a record system of all procured land application site locations, farmer and land owner addresses, field legal description, total tons delivered, tons per acre applied, and create final MPCA report, if report is required, within required guidelines and stated deadlines. Final MPCA report provided to management of City of Gilbert if required.
7. **Education:** Provide education and information to farmers/landowners regarding the City of Gilbert municipal water treatment lime.
 - A. Recommended Best Management Practices for spreading water treatment lime (handout).
 - B. Fertility management after municipal water treatment lime is applied to maintain forage growth & yield.
8. **Townships and General Public:** Information to townships and the general public (upon reasonable request) on the benefits of the City of Gilbert municipal water treatment lime for crop utilization and best management practices.

City of Gilbert, Minnesota, Agrees To:

1. **Transportation of municipal by-product water treatment lime:** Arrange and/or provide transportation for the movement of the waste water treatment lime from the treatment facility to the landowner's and/or farmer's spreading site.
2. **Required Weight Slips:** Keep accurate weight slips and accumulative tonnage report for each farm field delivery and provide weight slips to the St. Louis County Extension Office on a biweekly or monthly basis for use in application calibrations, billing, record keeping and MPCA reporting.
3. **Pay Soil Testing Lab Fees:** Pay soil testing lab fees associated with the soil test sampling taken for the beneficial use land application program.
4. **Fee Cost:** Pay St. Louis County a tonnage fee of \$1.50 per ton or cubic yard beginning August 1, 2016, payable to St. Louis County Extension for services provided in items 1-8, as listed in **St. Louis County Extension Agrees To** section of this agreement. In addition the City of Gilbert agrees to pay St. Louis County for photocopies and mileage incurred for soil testing and services performed by St. Louis County Extension technician for the MDA permit process. Mileage to be reimbursed at \$0.54 per mile.
5. **Inorganic/ENP Lab and Postage Fees:** Pay all associated lab testing and postage fees for inorganic and/or liming (ENP) analysis of a composite municipal water treatment lime sample as required by MPCA and/or MDA.
6. **Risk & Liability:** Risk and any liabilities associated with municipal by-product water treatment lime remains with the generator or the municipal water treatment lime, the City of Gilbert.
7. **Contract Review:** This agreement can be reviewed as needed and is subject to change based on mutual agreement between St. Louis County and the City of Gilbert. This agreement can be canceled with a 60-day written notice to St. Louis County or to City of Gilbert.
8. **Insurance:** The following insurance must be maintained for the duration of this contract. A Certificate of Insurance for each policy must be on file with the St. Louis County Purchasing Department within 10 days of execution of this contract and prior to commencement of any work under this contract. Each certificate must include a 10-day notice of cancellation, non-renewal, or material change to all named and additional insureds.

St. Louis County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against the City of Gilbert. All insurance policies shall be open to inspection by St. Louis County, and copies of policies shall be submitted to St. Louis County upon written request. All subcontractors shall provide evidence of similar coverage.

General Liability Insurance.

\$500,000 for claims for wrongful death and each claimant for other claims. \$1,500,000 each occurrence for claims. No Less Than \$2,000,000 Aggregate coverage. Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors and contractual liability and environmental liability. St. Louis County must be named additional insured.

Business Automobile Liability Insurance.

\$500,000 for claims for wrongful death and each claimant for other claims. \$1,500,000 each occurrence. Must cover owned, non-owned and hired vehicles.

Workers' Compensation.

Per statutory requirements: Certificate of Compliance must be executed and filed with St. Louis County.

Indemnification Clause: Except as may be caused by the sole negligence of St. Louis County or its employees, the City of Gilbert shall indemnify and save harmless St. Louis County and its officers, employees and agents from all claims, actions, demands and judgment of any kind arising in whole or in part from any negligent act or omission of the City of Gilbert, its subcontractors and their agents, servants or

employees incidental to the requirements of this agreement and from all expenses in connection with such claims, actions, demands and judgments and shall assume, without expense to St. Louis County, the defense of any such claims, actions, demands and judgments irrespective of whether it is alleged, claimed or proved in connection with such act or omission that negligence of St. Louis County or its representative caused or contributed thereto.

This provision is not intended to create any cause of action in favor of any third party against the City of Gilbert or St. Louis County, nor to enlarge in any way the City of Gilbert's liability, if any. It is intended solely to provide indemnification of St. Louis County from liability for damages or injuries to third persons or property arising from the City of Gilbert's or the City of Gilbert's agents' performance hereunder.

Financial Accountability: St. Louis County will serve as fiscal agent for acceptance and disbursement of all funds.

Date
Kevin Gray, County Administrator
St. Louis County

Date
City of Gilbert Authorized Signature

Date
City of Gilbert Authorized Signature

APPROVED AS TO FORM & EXECUTION THIS

_____ DAY OF _____, 2016

BY: _____
ASSISTANT COUNTY ATTORNEY

2016-010558
DAMION #

Gilbert Lime - Anticipated Items (based on 17 fields)	Approximate Cost	Running Total
Soil testing lab fees – U of MN Soils Lab	\$300.00	\$300.00 +
Postage (mailing samples to lab)	\$25.00	\$325.00 +
Mileage (Approx. 200 miles for soil testing, etc.)	\$108.00	\$433.00 +
3-Manila Folders per Site	\$25.00	\$458.00 +
Xeroxing (Field sites, satellite site maps, forms, s. test)	\$50.00	\$508.00 +
Tonnages (@ ~4000 tons)	\$6000.00	\$6508.00
(@ ~5000 tons)	\$7500.00	Or \$8008.00

City of Gilbert
Request for City Council Action

8K
1/3

Date: September 8, 2016

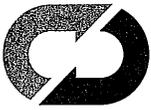
Issue: Replace furnaces in the Fire Hall

Background: The furnaces in the fire hall need to be replaced. Both Carlson Duluth and Addy Plumbing & Heating were contacted for quotes. Bill Addy said he was not interested in providing a quote. Two proposals were received from Carlson Duluth Company (they have a location on Dakota Avenue East in Gilbert).

Council Action:

City Council action is requested on this issue.

2/3



CARLSON DULUTH COMPANY

2901 HELM ST. • DULUTH, MN 55806
 Virginia 218-741-2130 • Duluth 218-727-0063
 www.carlsonduluth.com

PROPOSAL SUBMITTED TO <i>City of Gilbert</i>		PHONE	DATE
STREET <i>Fire Dept</i>		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

1- Modine PTP175 Stainless Steel 175,000 BTU unit Heater	1,398.42
Vent Pipe	41.13
Gas Pipe	34.36
Thermostat	57.52
Screws Hangers & Supplies	38.00
1- Modine TLP200H Infrared Heater	945.32
2- 30' Tube Kits	1458.96
Vent Pipe	68.04
Gas Pipe	87.91
Screws Hangers & Supplies	135.86
Thermostat	57.52
Remove 2 Heaters and Install one unit	Parts 4,323.04
Heater & one Infrared Tube Heater	Labor 2660.00
	Total - 6,983.04

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

Proposal

Page No. _____

of _____

Pages _____

3/3



CARLSON DULUTH COMPANY

2901 HELM ST. • DULUTH, MN 55806
 Virginia 218-741-2130 • Duluth 218-727-0063
 www.carlsonduluth.com

PROPOSAL SUBMITTED TO <i>City of Gilbert</i>		PHONE	DATE
STREET <i>Fire Dept.</i>		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

<i>2- Modine PTP175 Stainless Steel Heat Exchanger</i>		<i>2,796.83</i>
<i>175,000 BTU Unit Heaters</i>		
<i>Vent Pipe</i>		<i>82.26</i>
<i>Gas Piping</i>		<i>68.71</i>
<i>2- 24V Thermostats</i>		<i>115.03</i>
<i>Screws, Hangers + Supplies</i>		<i>71.70</i>
<i>Remove 2 old unit Heaters and</i>	<i>Parts</i>	<i>3134.53</i>
<i>Install 2 New Modine Heaters</i>	<i>Labor</i>	<i>1710.00</i>
	<i>Total</i>	<i>4844.53</i>

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

_____ dollars (\$_____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

8 L
1/3

City of Gilbert
Request for City Council Action

Date: September 8, 2016

Issue: Estimate for blacktop patching needed in Gilbert.

Background: There are several small patches needed in some of the alleys and roadways. The attached is the estimate from Mesabi Bituminous to complete the work this fall.

Council Action:

City Council action is requested to approve the Work Estimate from Mesabi Bituminous in the amount of \$15,200 for the 10 4" bituminous patches.



Twin City Office:
1660 99th Lane N.E.
Blaine, MN 55449
Phone: (763) 783-1552
FAX: (763) 783-1558

General Office:
1205 7th Avenue East
P.O. Box 909
Hibbing, MN 55746
Phone: (218) 263-6845
FAX: (218) 262-5025

Michigan Office:
25 Midway Industrial Park Rd.
Negaunee, MI 49866
Phone: (906) 226-2804
FAX: (906) 226-3265

Patches Blacktopped

- 1 Genoa West French 10x14
- 2 2nd court NEVADA + DAKOTA 20x10
- 3 Dakota Alley Ferrol 10x12
- 4 1 Minnesota + 4th court 40x12
- 5 Behind house ⁵¹⁹ MINN. DAKOTA AVE W 20x12
- 6 Alley behind 117 Wisconsin Ave W 20x12
- 7 Alley behind 101 Nebraska West 20x10
- 8 Louisiana Ave 113 house number 17x8
JUST DOWN FROM
- 9 behind 101 Michigan in alley 40x12
- 10 Colbisack Oregon court 14x28
SAW CUT RD

8/11

City of Gilbert
Request for City Council Action

Date: September 9, 2016

Issue: Permission to remove trees from Hopkins Park.

Background: A resident is interested in removing trees from Hopkins Park. He is willing to sign a Hold Harmless Agreement. The public works personnel will tag the trees that can be removed and the stumps can remain.

Council Action:

City Council action is requested to grant permission for the city resident to remove trees from Hopkins Park after he signs the Hold Harmless Agreement.

8 N
1/2

City of Gilbert
Request for City Council Action

Date: September 9, 2016

Issue: Request from Crawl 4 the Cure for 2017

Background: Crawl 4 the Cure is proposing for 2017 that they would pay \$2500 for the Campground for the weekend of July 13-16, 2017 and are asking to use the arena at no cost.

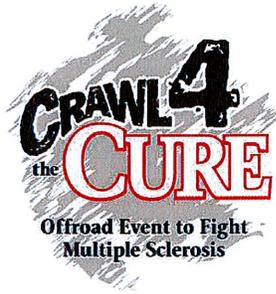
Things to consider are all of the items in the arena will have to be removed and stored elsewhere; the city will need to get proof of adequate liability insurance naming the city as an additional insured; there could not be any liquor in the arena without proper license and liquor liability; electricity will be consumed each time the lights are turned on in the arena etc.

By using the arena the organization will be saving the cost of renting a tent as they have done in past years.

Council Action:

2/2

John Johnson
1121 Goldfinch Dr.
Waconia, MN 55387
September 6, 2016



Members of the City Council &
Sherwood Forest Campground Committee
City of Gilbert
16 South Broadway St.
Gilbert, MN 55741

Dear Members:

Thank you all for the support of Crawl 4 the Cure fundraiser over the last 12 years. We have enjoyed all of the help & effort you, as a city, have given to us. We certainly feel this event is a much bigger success, because of all you have done to help.

As you know, we are quickly outgrowing our current setup. The area we use to the north of the bathrooms, in the campground, is bursting at the seams. This year, we were presented, by Steve Peterson, with an opportunity to use the hockey arena across the road from the campground. We think this is a terrific idea. It will allow us a huge space, lockable & protected from the weather. We would love the opportunity to utilize that space.

I understand the fact that discounting the campground fees to us, has some of the council members concerned. We appreciate the fact that you have done it for so long. We are a charitable event. All of our money raised goes directly to the MS Society. So our goal is to save money wherever we can. By doing this, we treat the city & the campground as a sponsor & include them in all of our advertising & T-shirts. This has brought national recognition to the city & the campground. We also get other sponsors to donate paper towels & toilet paper in an effort to reduce the city's costs.

In order to keep our costs down, & to make things fair for all, I'd like to ask the city to rent us the campground at the regular fee of \$2500. That would make the use of the campground a regular profit center for that weekend. In turn, we ask that you lease the hockey arena to us a no cost. We certainly have the manpower to get things ready inside & cleaned up. The dates we need the campground & hockey arena for are July 13-16, 2017.

Thank you for your consideration & attention to this matter. We look forward to working things out in our "new home".

Sincerely,
John Johnson
Founder/ Chairperson, Crawl 4 the Cure
612-751-2894

City of Gilbert
Request for City Council Action

80
1/3

Date: September 7, 2016

Issue: League of MN Cities Fall Regional Meetings

Background: The League of MN Cities holds regional meetings a few times a year, they are held in different communities around the state.

This fall on October 6, 2016 there will be a Regional Meeting in Hibbing at the Park Hotel. The fee to attend is \$45.

I am requesting City Council approval to pay the registration fee for any member of the Council or city staff member that would to attend.

Council Action:

City Council action is requested to authorize the payment of the \$45 registration fee for any city staff that would like to attend the LMC Regional Meeting in Hibbing on October 6, 2016.

Agenda—Greater Minnesota

2/3

2016 LMC Regional Meetings

10 a.m.

New for 2016! Optional Morning Program

Depending on which location you choose, you will have the option to attend a local tour or a workshop on media relations. Visit www.lmc.org/RMmorning (Link to: <http://www.lmc.org/RMmorning>) for more information.

12 p.m.

Lunch and Host Mayor Welcome

12:45 p.m.

Welcome and Remarks from LMC Executive Director Dave Unmacht

1 p.m.

Tough Issues, Difficult People: Tools for Changing the Conversation

The number of really hard issues our cities face only seems to increase—and all of us have worked with colleagues, co-workers, and community members who can be...well...a challenge! Whether in a group or one on one, how do you keep conversations civilized and interact effectively with people who are angry, frustrated, confused, and sometimes unreasonable? LMC staff will lead an interactive discussion on personal strategies for diffusing anger and having more constructive interactions. We'll also talk about how to convene and engage residents and other stakeholders in six conversations to empower them to be part of building stronger, vibrant, and more inclusive communities.

2 p.m.

Remarks from LMC President Rhonda Pownell or Vice President Jo Emerson

Hear from LMC's president about her priorities for the year, with a special emphasis on the role of cities in diversity, inclusion, and racial equity.

2:15 p.m.

Break

2:30 p.m.

Roundtables Discussions: Applying What You've Learned

During these facilitated small group discussions apply what you've learned earlier in the day to challenging interpersonal situations, addressing diversity and racial equity, or focusing on a topic of unique interest to cities in your area of the state. You'll have the opportunity to join two discussions during the hour.

3:30 p.m.

Elections Update with Minnesota Secretary of State Steve Simon or a Designee

Minnesota is known for its civic culture, well-run elections, and some of the highest rates of voter participation in the country. Hear from Minnesota's Secretary of State Steve Simon about the work he is doing to help return Minnesota back to number one in voter turnout this November—and why engaging local election administrators, elected officials, candidates, and voters is critical to success. Plus, learn about recent legislative changes affecting cities and what election-related issues will be up for discussion during the 2017 session.

4:15 p.m.

2016 Legislative Recap and What to Expect for 2017

This year's regular legislative session ended with a lot of unfinished business. Join the League's IGR team to hear about what did get done, including some positive outcomes for cities like the new body-worn camera law and broadband development funding. Learn about prospects for dealing with taxes, a transportation funding package, and bonding—and discuss what other issues are on the radar for next year.

5 p.m.

Social Time

Enjoy time talking with your colleagues and LMC staff.

6 p.m.

Adjourn

Your LMC Resource

Contact **Jamie Oxley**

Training Program Coordinator

(651) 281-1250 or (800) 925-1122 joxley@lmc.org (Link to: <mailto:joxley@lmc.org>)

3/3

Meet our city vendors!



**PIPELINE INSPECTION and
PROACTIVE EVALUATION**

Delivering 360° of
protection by providing
an inspection and report
of failing structures with
contracted mainline
video services.

1.855.845.5326

LEARN MORE

(Link to: <http://www.lmc.org/ads/105612>)

8p

CITY OF GILBERT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
101-31000 GENERAL PROPERTY TAXES	.00	287,685.19	912,822.00	625,136.81	31.5
101-31040 FISCAL DISPARITIES	.00	154,807.56	.00	(154,807.56)	.0
101-31325 1ST RESPONDERS TAX COLLECTED	933.58	3,326.59	5,400.00	2,073.41	61.6
101-31400 MINING EFFECTS TAX	.00	.00	30,000.00	30,000.00	.0
101-31800 OTHER TAXES	.00	4,557.84	.00	(4,557.84)	.0
101-31810 FRANCHISE TAXES - CABLE PEG	3,767.24	7,445.31	16,000.00	8,554.69	46.5
101-31900 PENALTIES AND INTEREST DELTAX	.00	355.54	1,000.00	644.46	35.6
TOTAL TAXES	4,700.82	458,178.03	965,222.00	507,043.97	47.5
<u>LIQUOR LICENSES AND PERMITS</u>					
101-32000 LIQUOR LICENSES AND PERMITS	.00	1,150.00	9,665.00	8,515.00	11.9
101-32210 BUILDING PERMITS	.00	1,380.00	2,500.00	1,120.00	55.2
101-32240 ANIMAL LICENSES	5.50	405.50	400.00	(5.50)	101.4
TOTAL LIQUOR LICENSES AND PERMITS	5.50	2,935.50	12,565.00	9,629.50	23.4
<u>INTERGOVERNMENTAL REVENUES</u>					
101-33401 LOCAL GOVERNMENT AID	.00	354,343.50	708,687.00	354,343.50	50.0
101-33405 TACONITE PRODUCTION TAX	30,726.00	61,453.00	30,000.00	(31,453.00)	204.8
101-33406 TACONITE HOMESTEAD CREDIT	.00	64,313.87	120,000.00	55,686.13	53.6
101-33408 TACONITE MUNICIPAL AID	.00	.00	225,000.00	225,000.00	.0
101-33411 ATV GRANTS	.00	8,544.99	15,000.00	6,455.01	57.0
101-33416 POLICE TRAINING REIMBURSEMENT	2,188.63	2,188.63	2,000.00	(188.63)	109.4
101-33418 FIRE TRAINING REIMBURSEMENT	.00	2,672.00	.00	(2,672.00)	.0
101-33421 STATE POLICE AID	.00	.00	52,000.00	52,000.00	.0
101-33428 STATE PMT IN LIEU OF TAXES	.00	.00	12,000.00	12,000.00	.0
101-33440 OTHER STATE GRANTS	3,185.57	10,674.82	.00	(10,674.82)	.0
101-33442 STATE PERA RATE INCREASE AID	.00	1,818.00	3,636.00	1,818.00	50.0
101-33603 STL OHV PATROLLING GRANT	.00	.00	12,000.00	12,000.00	.0
101-33605 POLICE SAFE AND SOBER	854.34	1,590.00	3,500.00	1,910.00	45.4
TOTAL INTERGOVERNMENTAL REVENUES	36,954.54	507,598.81	1,183,823.00	676,224.19	42.9

CITY OF GILBERT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
101-34000 CHARGES FOR SERVICES	1,772.31	2,162.31	.00	(2,162.31)	.0
101-34050 REIMBURSE IT SERVICES	.00	.00	12,000.00	12,000.00	.0
101-34101 COMMUNITY CENTER RENT REVENUE	970.00	7,430.00	9,840.00	2,410.00	75.5
101-34107 ASSESSMENT SEARCHES	75.00	315.00	500.00	185.00	63.0
101-34200 PUBLIC SAFETY CHARGES FOR SRVS	15.00	63.00	.00	(63.00)	.0
101-34210 BIWABIK'S SHARE OF POLICE	.00	164,127.50	328,255.00	164,127.50	50.0
101-34940 CEMETERY REVENUES	340.00	7,095.00	15,000.00	7,905.00	47.3
101-34950 OTHER REVENUES	1,500.00	1,784.00	1,000.00	(784.00)	178.4
TOTAL CHARGES FOR SERVICES	4,672.31	182,976.81	366,595.00	183,618.19	49.9
<u>FINES AND FORFEITS</u>					
101-35000 FINES AND FORFEITS	859.91	4,606.63	20,000.00	15,393.37	23.0
101-35102 PARKING FINES	122.00	2,951.00	3,000.00	49.00	98.4
101-35105 TRESPASS FINES	210.00	595.00	.00	(595.00)	.0
TOTAL FINES AND FORFEITS	1,191.91	8,152.63	23,000.00	14,847.37	35.5
<u>MISCELLANEOUS REVENUES</u>					
101-36200 MISCELLANEOUS REVENUES	2.68	790.00	1,000.00	210.00	79.0
101-36224 INSURANCE REIMB EMPLOYEES	235.75	3,791.63	.00	(3,791.63)	.0
101-36225 INSURANCE REIMB HRA/COBRA	4,678.85	51,642.70	96,784.00	45,141.30	53.4
101-36226 INSURANCE REIMB FOR RETIREES	1,705.97	10,319.86	21,635.00	11,315.14	47.7
101-36230 CONTRIBUTIONS AND DONATIONS	.00	3,000.00	.00	(3,000.00)	.0
101-36234 1ST RESPONDER FUNDRAISING	.00	50.00	1,000.00	950.00	5.0
101-36235 INSURANCE DIVIDENDS	.00	.00	10,000.00	10,000.00	.0
101-36236 INSURANCE RECOVERY	19.77	2,067.97	.00	(2,067.97)	.0
101-36301 REIMB FOOD SHELF UTILITIES	.00	.00	5,600.00	5,600.00	.0
TOTAL MISCELLANEOUS REVENUES	6,643.02	71,662.16	136,019.00	64,356.84	52.7
TOTAL FUND REVENUE	54,168.10	1,231,503.94	2,687,224.00	1,455,720.06	45.8

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
101-41000-350 PRINT/PUBLISHING	.00	209.25	500.00	290.75	41.9
101-41000-437 OTHER MISCELLANEOUS	.00	90.00	500.00	410.00	18.0
101-41000-490 DONATIONS	.00	2,100.00	1,000.00	(1,100.00)	210.0
TOTAL GENERAL GOVERNMENT	.00	2,399.25	2,000.00	(399.25)	120.0
<u>MAYOR AND CITY COUNCIL</u>					
101-41110-100 WAGES AND SALARIES	800.00	6,400.00	9,600.00	3,200.00	66.7
101-41110-120 EMPLOYER CONTRIB RET	61.22	489.76	735.00	245.24	66.6
101-41110-210 OPERATING SUPPLIES	.00	.00	500.00	500.00	.0
101-41110-300 PROFESSIONAL SRVS	.00	7,122.71	.00	(7,122.71)	.0
101-41110-329 CABLE	.00	4,600.00	5,000.00	400.00	92.0
101-41110-331 TRAINING/TRAVEL EXPENSES	.00	39.10	1,800.00	1,760.90	2.2
101-41110-350 PRINT/PUBLISHING	.00	96.00	500.00	404.00	19.2
101-41110-433 DUES AND SUBSCRIPTIONS	.00	700.00	6,500.00	5,800.00	10.8
TOTAL MAYOR AND CITY COUNCIL	861.22	19,447.57	24,635.00	5,187.43	78.9
<u>CITY OFFICE</u>					
101-41400-100 WAGES AND SALARIES	9,718.58	81,527.76	165,250.00	83,722.24	49.3
101-41400-120 EMPLOYER CONTRIB RET	1,530.61	12,882.28	25,035.00	12,152.72	51.5
101-41400-130 EMPLOYER PAID INS	2,771.35	22,318.10	49,975.00	27,656.90	44.7
101-41400-200 OFFICE SUPPLIES	77.39	2,930.64	3,000.00	69.36	97.7
101-41400-210 OPERATING SUPPLIES	131.55	985.05	2,000.00	1,014.95	49.3
101-41400-300 PROFESSIONAL SRVS	70.00	7,924.75	1,000.00	(6,924.75)	792.5
101-41400-309 EDP, SOFTWARE AND DESIGN	.00	1,420.00	11,500.00	10,080.00	12.4
101-41400-310 OTHER PROFESSIONAL SERVICES	1,418.56	10,954.49	15,250.00	4,295.51	71.8
101-41400-320 COMMUNICATIONS	.00	.00	500.00	500.00	.0
101-41400-321 TELEPHONE	190.54	1,467.14	2,500.00	1,032.86	58.7
101-41400-331 TRAINING/TRAVEL EXPENSES	.00	653.76	2,500.00	1,846.24	26.2
101-41400-350 PRINT/PUBLISHING	.00	102.38	500.00	397.62	20.5
101-41400-400 REPAIRS & MAINT CONT	.00	.00	500.00	500.00	.0
101-41400-413 OFFICE EQUIPMENT RENTAL	295.16	2,642.54	4,500.00	1,857.46	58.7
101-41400-418 BOOT/EYEGLASS ALLOWANCE	.00	.00	100.00	100.00	.0
101-41400-430 MISCELLANEOUS	.00	10.00	500.00	490.00	2.0
101-41400-433 DUES AND SUBSCRIPTIONS	.00	35.00	300.00	265.00	11.7
101-41400-500 CAPITAL OUTLAY	.00	5,102.76	.00	(5,102.76)	.0
TOTAL CITY OFFICE	16,203.74	150,956.65	284,910.00	133,953.35	53.0

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ELECTIONS</u>					
101-41410-100	WAGES AND SALARIES	875.00	875.00	3,000.00	2,125.00 29.2
101-41410-210	OPERATING SUPPLIES	83.31	83.31	300.00	216.69 27.8
101-41410-331	TRAINING/TRAVEL EXPENSES	65.88	65.88	350.00	284.12 18.8
101-41410-350	PRINT/PUBLISHING	19.50	149.50	50.00	(99.50) 299.0
101-41410-430	MISCELLANEOUS	.00	519.67	375.00	(144.67) 138.6
	TOTAL ELECTIONS	1,043.69	1,693.36	4,075.00	2,381.64 41.6
<u>AUDITING</u>					
101-41540-301	AUDITING AND ACCT G SERVICES	18,000.00	18,000.00	17,000.00	(1,000.00) 105.9
	TOTAL AUDITING	18,000.00	18,000.00	17,000.00	(1,000.00) 105.9
<u>CITY ATTORNEY</u>					
101-41610-304	LEGAL FEES	450.00	4,775.00	18,000.00	13,225.00 26.5
101-41610-430	MISCELLANEOUS	10.00	583.65	180.00	(403.65) 324.3
	TOTAL CITY ATTORNEY	460.00	5,358.65	18,180.00	12,821.35 29.5
<u>PLANNING AND ZONING</u>					
101-41910-100	WAGES AND SALARIES	210.00	1,680.00	2,520.00	840.00 66.7
101-41910-120	EMPLOYER CONTRIB RET	16.07	128.56	195.00	66.44 65.9
101-41910-300	PROFESSIONAL SERVICES	.00	.00	485.00	485.00 .0
101-41910-350	PRINT/PUBLISHING	.00	3.00	250.00	247.00 1.2
101-41910-430	MISCELLANEOUS	.00	500.00	50.00	(450.00) 1000.0
	TOTAL PLANNING AND ZONING	226.07	2,311.56	3,500.00	1,188.44 66.0
<u>CITY HALL</u>					
101-41930-100	WAGES AND SALARIES	120.00	1,830.00	3,750.00	1,920.00 48.8
101-41930-120	EMPLOYER CONTRIB RET	9.18	140.00	290.00	150.00 48.3
101-41930-210	OPERATING SUPPLIES	385.62	4,421.07	7,000.00	2,578.93 63.2
101-41930-300	PROFESSIONAL SRVS	.00	.00	1,000.00	1,000.00 .0
101-41930-321	TELEPHONE	.00	.00	125.00	125.00 .0
101-41930-380	UTILITY SERVICES	1,399.44	9,770.23	18,500.00	8,729.77 52.8
101-41930-383	GAS UTILITIES	54.98	2,183.85	5,500.00	3,316.15 39.7
101-41930-400	REPAIRS & MAINT CONT	.00	897.30	2,500.00	1,602.70 35.9
101-41930-430	MISCELLANEOUS	.00	47.04	500.00	452.96 9.4
101-41930-500	CAPITAL OUTLAY	.00	4,267.72	10,000.00	5,732.28 42.7
	TOTAL CITY HALL	1,969.22	23,557.21	49,165.00	25,607.79 47.9

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>COMMUNITY CENTER</u>						
101-41940-210	OPERATING SUPPLIES	318.90	2,716.09	5,000.00	2,283.91	54.3
101-41940-380	UTILITY SERVICES	317.64	2,346.46	5,000.00	2,653.54	46.9
101-41940-383	GAS UTILITIES	39.59	4,028.86	9,000.00	4,971.14	44.8
101-41940-400	REPAIRS & MAINT CONT	.00	569.00	1,000.00	431.00	56.9
101-41940-430	MISCELLANEOUS	.00	2,115.00	500.00	(1,615.00)	423.0
TOTAL COMMUNITY CENTER		676.13	11,775.41	20,500.00	8,724.59	57.4
<u>FIRST RESPONDERS</u>						
101-42000-100	WAGES AND SALARIES	310.50	3,168.00	4,860.00	1,692.00	65.2
101-42000-120	EMPLOYER CONTRIB RET	23.76	242.35	372.00	129.65	65.2
101-42000-331	TRAINING/TRAVEL EXPENSE	.00	622.47	1,000.00	377.53	62.3
101-42000-432	FIRST RESPONDERS SUPPLIES	1.30	635.53	518.00	(117.53)	122.7
TOTAL FIRST RESPONDERS		335.56	4,668.35	6,750.00	2,081.65	69.2
<u>POLICE ADMINISTRATION</u>						
101-42110-100	WAGES AND SALARIES	37,379.07	311,758.36	468,650.00	156,891.64	66.5
101-42110-120	EMPLOYER CONTRIB RET	6,520.41	54,764.09	82,715.00	27,950.91	66.2
101-42110-130	EMPLOYER PAID INS	12,417.49	99,002.76	149,110.00	50,107.24	66.4
101-42110-200	OFFICE SUPPLIES	4.40	759.86	4,000.00	3,240.14	19.0
101-42110-210	OPERATING SUPPLIES	1,661.02	5,979.32	10,000.00	4,020.68	59.8
101-42110-212	MOTOR FUELS	1,363.28	8,066.87	22,000.00	13,933.13	36.7
101-42110-221	EQUIPMENT PARTS	83.34	2,054.69	4,800.00	2,745.31	42.8
101-42110-245	ATV GRANT EXPENSES	103.54	1,064.84	4,000.00	2,935.16	26.6
101-42110-300	PROFESSIONAL SRVS	901.00	1,012.75	12,000.00	10,987.25	8.4
101-42110-304	LEGAL FEES	855.00	8,179.50	18,000.00	9,820.50	45.4
101-42110-310	OTHER PROFESSIONAL SERVICES	457.38	457.38	3,000.00	2,542.62	15.3
101-42110-320	COMMUNICATIONS	5,215.32	6,210.21	3,800.00	(2,410.21)	163.4
101-42110-321	TELEPHONE	206.21	1,594.87	2,400.00	805.13	66.5
101-42110-331	TRAINING/TRAVEL EXPENSES	197.91	6,790.26	7,000.00	209.74	97.0
101-42110-350	PRINT/PUBLISHING	.00	613.15	500.00	(113.15)	122.6
101-42110-400	REPAIRS & MAINT CONT	4.92	2,113.20	8,000.00	5,886.80	26.4
101-42110-417	UNIFORM ALLOWANCE	302.90	4,807.35	5,000.00	192.65	96.2
101-42110-430	MISCELLANEOUS	40.00	976.26	5,000.00	4,023.74	19.5
101-42110-433	DUES AND SUBSCRIPTIONS	.00	(150.00)	1,000.00	1,150.00	(15.0)
101-42110-436	TOWING CHARGES	275.00	750.00	500.00	(250.00)	150.0
101-42110-437	OTHER MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
101-42110-500	CAPITAL OUTLAY	2,414.00	2,414.00	.00	(2,414.00)	.0
101-42110-550	MOTOR VEHICLES	.00	24,772.30	35,000.00	10,227.70	70.8
101-42110-570	COMPUTERS AND SOFTWARE	.00	260.75	8,000.00	7,739.25	3.3
TOTAL POLICE ADMINISTRATION		70,402.19	544,252.77	855,475.00	311,222.23	63.6

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
101-42260-100	950.00	7,600.00	30,000.00	22,400.00	25.3
101-42260-120	72.68	581.44	2,300.00	1,718.56	25.3
101-42260-210	620.00	5,016.60	5,000.00	(16.60)	100.3
101-42260-212	41.19	349.32	1,500.00	1,150.68	23.3
101-42260-320	.00	308.87	500.00	191.13	61.8
101-42260-321	33.78	243.04	600.00	356.96	40.5
101-42260-331	.00	640.00	3,560.00	2,920.00	18.0
101-42260-350	.00	.00	300.00	300.00	.0
101-42260-400	.00	(163.15)	2,000.00	2,163.15	(8.2)
101-42260-430	.00	868.00	500.00	(368.00)	173.6
101-42260-500	1,654.65	2,984.65	9,250.00	6,265.35	32.3
101-42260-600	1,738.72	13,822.70	20,830.00	7,007.30	66.4
101-42260-610	188.28	1,593.30	2,295.00	701.70	69.4
TOTAL FIRE DEPARTMENT	5,299.30	33,844.77	78,635.00	44,790.23	43.0
<u>ANIMAL CONTROL</u>					
101-42700-210	.00	.00	500.00	500.00	.0
101-42700-300	.00	3,333.36	5,000.00	1,666.64	66.7
TOTAL ANIMAL CONTROL	.00	3,333.36	5,500.00	2,166.64	60.6

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
101-43000-100	21,214.64	194,175.81	313,735.00	119,559.19	61.9
101-43000-103	2,910.00	4,280.00	10,400.00	6,120.00	41.2
101-43000-120	3,790.69	33,013.04	48,326.00	15,312.96	68.3
101-43000-130	9,447.14	75,481.57	131,265.00	55,783.43	57.5
101-43000-200	.00	.00	500.00	500.00	.0
101-43000-208	.00	3,860.21	3,000.00	(860.21)	128.7
101-43000-210	593.06	7,776.71	12,500.00	4,723.29	62.2
101-43000-212	837.20	11,312.29	30,000.00	18,687.71	37.7
101-43000-217	113.27	733.31	1,000.00	266.69	73.3
101-43000-220	106.87	2,127.62	10,000.00	7,872.38	21.3
101-43000-221	307.31	5,839.35	10,000.00	4,160.65	58.4
101-43000-222	.00	1,039.36	6,000.00	4,960.64	17.3
101-43000-224	283.00	1,448.76	10,000.00	8,551.24	14.5
101-43000-225	.00	225.00	.00	(225.00)	.0
101-43000-300	.00	.00	5,000.00	5,000.00	.0
101-43000-306	125.00	125.00	500.00	375.00	25.0
101-43000-320	.00	69.98	250.00	180.02	28.0
101-43000-321	125.28	940.43	1,500.00	559.57	62.7
101-43000-331	.00	20.00	500.00	480.00	4.0
101-43000-350	.00	18.00	150.00	132.00	12.0
101-43000-380	328.73	3,766.09	7,500.00	3,733.91	50.2
101-43000-383	98.98	2,732.76	8,000.00	5,267.24	34.2
101-43000-387	1,223.22	13,758.88	25,000.00	11,241.12	55.0
101-43000-400	.00	6,582.77	15,000.00	8,417.23	43.9
101-43000-416	.00	.00	5,000.00	5,000.00	.0
101-43000-418	.00	.00	600.00	600.00	.0
101-43000-430	.00	502.00	1,000.00	498.00	50.2
101-43000-500	.00	.00	30,000.00	30,000.00	.0
TOTAL PUBLIC WORKS	41,504.39	369,828.94	686,726.00	316,897.06	53.9
<u>RECYCLING</u>					
101-44000-210	.00	.00	1,000.00	1,000.00	.0
101-44000-380	231.66	1,396.98	3,000.00	1,603.02	46.6
TOTAL RECYCLING	231.66	1,396.98	4,000.00	2,603.02	34.9

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CULTURE AND RECREATION</u>					
101-45000-360	.00	.00	1,100.00	1,100.00	.0
101-45000-361	.00	.00	3,500.00	3,500.00	.0
101-45000-400	.00	.00	1,000.00	1,000.00	.0
101-45000-407	.00	4,032.45	4,050.00	17.55	99.6
101-45000-408	.00	.00	1,200.00	1,200.00	.0
101-45000-409	3,185.57	6,594.65	12,000.00	5,405.35	55.0
101-45000-410	.00	7,308.74	3,000.00	(4,308.74)	243.6
TOTAL CULTURE AND RECREATION	3,185.57	17,935.84	25,850.00	7,914.16	69.4
<u>RECREATION CENTERS</u>					
101-45122-103	.00	11,578.00	7,920.00	(3,658.00)	146.2
101-45122-120	.00	885.74	605.00	(280.74)	146.4
101-45122-210	60.00	972.45	3,500.00	2,527.55	27.8
101-45122-220	306.00	379.11	1,000.00	620.89	37.9
101-45122-225	.00	.00	500.00	500.00	.0
101-45122-300	.00	11,613.00	15,484.00	3,871.00	75.0
101-45122-321	27.50	223.70	400.00	176.30	55.9
101-45122-380	614.20	8,844.56	15,000.00	6,155.44	59.0
101-45122-400	.00	2,053.27	3,000.00	946.73	68.4
101-45122-430	.00	149.10	5,000.00	4,850.90	3.0
TOTAL RECREATION CENTERS	1,007.70	36,698.93	52,409.00	15,710.07	70.0
<u>CEMETERY</u>					
101-49000-210	263.91	1,163.27	5,000.00	3,836.73	23.3
101-49000-303	.00	.00	1,000.00	1,000.00	.0
101-49000-380	115.56	456.63	1,000.00	543.37	45.7
101-49000-400	.00	778.28	2,000.00	1,221.72	38.9
101-49000-500	.00	.00	20,000.00	20,000.00	.0
TOTAL CEMETERY	379.47	2,398.18	29,000.00	26,601.82	8.3
<u>UNALLOCATED EXPENDITURES</u>					
101-49200-130	13,865.91	143,880.26	235,416.00	91,535.74	61.1
101-49200-360	.00	180,010.35	165,000.00	(15,010.35)	109.1
101-49200-380	750.21	4,086.14	7,500.00	3,413.86	54.5
101-49200-385	82.42	296.14	500.00	203.86	59.2
101-49200-388	10.98	88.87	130.00	41.13	68.4
101-49200-430	1,105.00	4,628.86	10,000.00	5,371.14	46.3
TOTAL UNALLOCATED EXPENDITURES	15,814.52	332,990.62	418,546.00	85,555.38	79.6

CITY OF GILBERT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFER TO OTHER FUNDS</u>						
101-49900-720	OPERATING TRANSFERS	.00	.00	100,000.00	100,000.00	.0
	TOTAL TRANSFER TO OTHER FUNDS	.00	.00	100,000.00	100,000.00	.0
	TOTAL FUND EXPENDITURES	177,600.43	1,582,848.40	2,686,856.00	1,104,007.60	58.9
	NET REVENUE OVER EXPENDITURES	(123,432.33)	(351,344.46)	368.00	351,712.46	(95474

CITY OF GILBERT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
211-31000 GENERAL PROPERTY TAXES	.00	65,111.83	107,000.00	41,888.17	60.9
211-31040 FISCAL DISPARITIES	.00	229.91	.00	(229.91)	.0
211-31800 OTHER TAXES	.00	1.01	.00	(1.01)	.0
TOTAL TAXES	.00	65,342.75	107,000.00	41,657.25	61.1
<u>INTERGOVERNMENTAL REVENUE</u>					
211-33406 TAC HOMESTEAD CREDIT	.00	3.97	.00	(3.97)	.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	3.97	.00	(3.97)	.0
<u>LIBRARY REVENUES</u>					
211-34760 LIBRARY USE FEES	120.20	1,214.73	3,000.00	1,785.27	40.5
TOTAL LIBRARY REVENUES	120.20	1,214.73	3,000.00	1,785.27	40.5
<u>SOURCE 36</u>					
211-36200 MISCELLANEOUS REVENUES	94.85	2,654.93	.00	(2,654.93)	.0
TOTAL SOURCE 36	94.85	2,654.93	.00	(2,654.93)	.0
<u>SOURCE 39</u>					
211-39601 CONTRIBUTIONS	.00	15,218.79	7,220.00	(7,998.79)	210.8
TOTAL SOURCE 39	.00	15,218.79	7,220.00	(7,998.79)	210.8
TOTAL FUND REVENUE	215.05	84,435.17	117,220.00	32,784.83	72.0

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARIES</u>					
211-45500-100 WAGES AND SALARIES	6,046.20	51,398.13	77,922.00	26,523.87	66.0
211-45500-120 EMPLOYER CONTRIB RET	904.58	7,692.94	12,100.00	4,407.06	63.6
211-45500-130 EMPLOYER PAID INS	926.91	7,459.28	15,000.00	7,540.72	49.7
211-45500-200 OFFICE SUPPLIES	120.29	1,421.04	2,600.00	1,178.96	54.7
211-45500-210 OPERATING SUPPLIES	1,078.02	8,974.35	15,500.00	6,525.65	57.9
211-45500-321 TELEPHONE	55.70	408.95	700.00	291.05	58.4
211-45500-331 TRAINING/TRAVEL EXPENSES	199.00	365.82	500.00	134.18	73.2
211-45500-340 ADVERTISING	.00	.00	200.00	200.00	.0
211-45500-380 UTILITY SERVICES	79.41	586.62	1,300.00	713.38	45.1
211-45500-383 GAS UTILITIES	9.90	1,007.22	3,500.00	2,492.78	28.8
211-45500-400 REPAIRS & MAINT CONT	.00	122.65	.00	(122.65)	.0
211-45500-430 MISCELLANEOUS	.00	1,251.00	300.00	(951.00)	417.0
211-45500-500 CAPITAL OUTLAY	1,577.07	1,587.61	.00	(1,587.61)	.0
211-45500-570 COMPUTERS AND SOFTWARE	.00	5,332.06	500.00	(4,832.06)	1066.4
TOTAL LIBRARIES	10,997.08	87,607.67	130,122.00	42,514.33	67.3
TOTAL FUND EXPENDITURES	10,997.08	87,607.67	130,122.00	42,514.33	67.3
NET REVENUE OVER EXPENDITURES	(10,782.03)	(3,172.50)	(12,902.00)	(9,729.50)	(24.6)

CITY OF GILBERT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2016

STOREFRONT RENOVATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
213-34950 OTHER REVENUES	250.00	3,957.87	3,000.00	(957.87)	131.9
TOTAL SOURCE 34	250.00	3,957.87	3,000.00	(957.87)	131.9
TOTAL FUND REVENUE	250.00	3,957.87	3,000.00	(957.87)	131.9

CITY OF GILBERT
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2016

STOREFRONT RENOVATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>						
213-41000-450	LOANS DISBURSED	.00	20,000.00	.00	(20,000.00)	.0
	TOTAL GENERAL GOVERNMENT	.00	20,000.00	.00	(20,000.00)	.0
	TOTAL FUND EXPENDITURES	.00	20,000.00	.00	(20,000.00)	.0
	NET REVENUE OVER EXPENDITURES	250.00	(16,042.13)	3,000.00	19,042.13	(534.7)

CITY OF GILBERT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

CAMPGROUND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARK FEES</u>					
224-34780 PARK FEES	20,279.81	75,222.49	90,000.00	14,777.51	83.6
224-34785 FIREWOOD SALES	1,740.00	5,550.00	7,500.00	1,950.00	74.0
224-34786 ICE SALES	582.00	2,092.00	3,000.00	908.00	69.7
224-34789 MISCELLANEOUS CHARGES	133.00	1,029.00	1,500.00	471.00	68.6
TOTAL PARK FEES	22,734.81	83,893.49	102,000.00	18,106.51	82.3
<u>MISCELLANEOUS REVENUES</u>					
224-36200 MISCELLANEOUS REVENUES	786.00	3,328.88	500.00	(2,828.88)	665.8
224-36210 INTEREST	.00	24.98	.00	(24.98)	.0
TOTAL MISCELLANEOUS REVENUES	786.00	3,353.86	500.00	(2,853.86)	670.8
TOTAL FUND REVENUE	23,520.81	87,247.35	102,500.00	15,252.65	85.1

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

CAMPGROUND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAMPGROUND</u>					
224-45183-200 OFFICE SUPPLIES	.00	130.30	200.00	69.70	65.2
224-45183-207 COMPUTER SUPPLIES	.00	.00	1,000.00	1,000.00	.0
224-45183-210 OPERATING SUPPLIES	327.72	2,802.93	6,000.00	3,197.07	46.7
224-45183-212 MOTOR FUELS	56.68	212.74	600.00	387.26	35.5
224-45183-217 OTHER OPERATING SUPPLIES	542.84	897.31	500.00	(397.31)	179.5
224-45183-223 BUILDING REPAIR SUPPLIES	.00	.00	500.00	500.00	.0
224-45183-225 LANDSCAPING MATERIALS	.00	50.88	400.00	349.12	12.7
224-45183-257 ICE/WOOD FOR RESALE	246.70	4,135.30	5,500.00	1,364.70	75.2
224-45183-300 PROFESSIONAL SRVS	5,000.00	19,000.00	30,000.00	11,000.00	63.3
224-45183-320 COMMUNICATIONS	.00	436.50	1,400.00	963.50	31.2
224-45183-321 TELEPHONE	42.68	563.12	500.00	(63.12)	112.6
224-45183-340 ADVERTISING	1,464.00	1,562.00	2,400.00	838.00	65.1
224-45183-350 PRINT/PUBLISHING	.00	.00	100.00	100.00	.0
224-45183-380 UTILITY SERVICES	3,799.70	9,578.79	18,500.00	8,921.21	51.8
224-45183-410 RENTALS	.00	.00	600.00	600.00	.0
224-45183-430 MISCELLANEOUS	.00	8.10	1,500.00	1,491.90	.5
224-45183-437 OTHER MISCELLANEOUS	268.00	844.50	.00	(844.50)	.0
224-45183-500 CAPITAL OUTLAY	408.18	9,862.70	4,000.00	(5,862.70)	246.6
TOTAL CAMPGROUND	12,156.50	50,085.17	73,700.00	23,614.83	68.0
TOTAL FUND EXPENDITURES	12,156.50	50,085.17	73,700.00	23,614.83	68.0
NET REVENUE OVER EXPENDITURES	11,364.31	37,162.18	28,800.00	(8,362.18)	129.0

CITY OF GILBERT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

GENERAL DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL PROPERTY TAXES</u>					
301-31000 GENERAL PROPERTY TAXES	.00	40,429.05	117,000.00	76,570.95	34.6
301-31040 FISCAL DISPARITIES	.00	17,669.69	.00	(17,669.69)	.0
301-31800 OTHER TAXES	.00	522.56	.00	(522.56)	.0
301-31900 PENALTIES AND INTEREST DELTAX	.00	10.65	.00	(10.65)	.0
301-31910 TACONITE HOMESTED CREDIT	.00	7,373.42	.00	(7,373.42)	.0
TOTAL GENERAL PROPERTY TAXES	.00	66,005.37	117,000.00	50,994.63	56.4
<u>FEDERAL GRANTS AND AIDS</u>					
301-33100 FEDERAL GRANTS AND AIDS	.00	1,252.08	.00	(1,252.08)	.0
TOTAL FEDERAL GRANTS AND AIDS	.00	1,252.08	.00	(1,252.08)	.0
<u>SPECIAL ASSESSMENTS</u>					
301-36100 SPECIAL ASSESSMENTS	.00	354.65	.00	(354.65)	.0
TOTAL SPECIAL ASSESSMENTS	.00	354.65	.00	(354.65)	.0
TOTAL FUND REVENUE	.00	67,612.10	117,000.00	49,387.90	57.8

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

GENERAL DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
301-41000-600 DEBT SRV PRINCIPAL	.00	11,000.00	106,000.00	95,000.00	10.4
301-41000-601 DEBT SRV BOND PRINCIPAL	.00	95,000.00	.00	(95,000.00)	.0
301-41000-610 INTEREST	.00	136.00	.00	(136.00)	.0
301-41000-611 BOND INTEREST	.00	6,131.49	9,526.00	3,394.51	64.4
301-41000-620 FISCAL AGENT S FEES	.00	689.12	1,100.00	410.88	62.7
TOTAL GENERAL GOVERNMENT	.00	112,956.61	116,626.00	3,669.39	96.9
TOTAL FUND EXPENDITURES	.00	112,956.61	116,626.00	3,669.39	96.9
NET REVENUE OVER EXPENDITURES	.00	(45,344.51)	374.00	45,718.51	(12124

CITY OF GILBERT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2016

PERMANENT IMPROVEMENT REVOLVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 33</u>					
501-33630 IRRRB GRANTS	30,675.12	30,675.12	.00	(30,675.12)	.0
TOTAL SOURCE 33	30,675.12	30,675.12	.00	(30,675.12)	.0
<u>MISCELLANEOUS REVENUES</u>					
501-36200 MISCELLANEOUS REVENUES	.00	39.40	.00	(39.40)	.0
TOTAL MISCELLANEOUS REVENUES	.00	39.40	.00	(39.40)	.0
TOTAL FUND REVENUE	30,675.12	30,714.52	.00	(30,714.52)	.0

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

PERMANENT IMPROVEMENT REVOLVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
501-41000-500 CAPITAL OUTLAY	.00	17,792.75	.00	(17,792.75)	.0
501-41000-503 ENTERPRISE TRAIL	.00	82,625.35	.00	(82,625.35)	.0
501-41000-507 MCKINLEY WATER EXTENSION	.00	292,500.15	.00	(292,500.15)	.0
501-41000-517 CIRCLE DRIVE	.00	55,486.64	.00	(55,486.64)	.0
501-41000-520 PROJ 15-214 KANSAS ADD'N RESID	8,356.91	39,032.03	.00	(39,032.03)	.0
501-41000-521 PROJ NO 15-196 GENOA SANITARY	.00	9,265.50	.00	(9,265.50)	.0
TOTAL GENERAL GOVERNMENT	8,356.91	496,702.42	.00	(496,702.42)	.0
TOTAL FUND EXPENDITURES	8,356.91	496,702.42	.00	(496,702.42)	.0
NET REVENUE OVER EXPENDITURES	22,318.21	(465,987.90)	.00	465,987.90	.0

CITY OF GILBERT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REVENUES</u>					
601-34106 CELL TOWER FEES	.00	7,500.00	.00	(7,500.00)	.0
601-34950 OTHER REVENUES	.00	998.00	.00	(998.00)	.0
TOTAL OTHER REVENUES	.00	8,498.00	.00	(8,498.00)	.0
<u>MISCELLANEOUS REVENUES</u>					
601-36227 INSURANCE REIMBURSEMENT	.00	(2,048.20)	.00	2,048.20	.0
TOTAL MISCELLANEOUS REVENUES	.00	(2,048.20)	.00	2,048.20	.0
<u>WATER SALES</u>					
601-37100 WATER SALES-GILBERT	31,574.35	229,281.65	.00	(229,281.65)	.0
601-37150 WATER SALES-FAYAL	342.17	2,225.41	.00	(2,225.41)	.0
601-37155 CHARGES FOR WATER DEBT	4,164.53	31,232.49	.00	(31,232.49)	.0
601-37450 UTILITY CONNECT/RECONNECT FEE	100.00	600.00	.00	(600.00)	.0
601-37460 WATER PENALTY	729.03	5,163.37	.00	(5,163.37)	.0
TOTAL WATER SALES	36,910.08	268,502.92	.00	(268,502.92)	.0
<u>OTHER FINANCING SOURCES</u>					
601-39500 REFUND - BOND INTEREST	.00	1,153.21	.00	(1,153.21)	.0
TOTAL OTHER FINANCING SOURCES	.00	1,153.21	.00	(1,153.21)	.0
TOTAL FUND REVENUE	36,910.08	276,105.93	.00	(276,105.93)	.0

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER UTILITIES</u>					
601-49430-100	6,337.97	49,921.79	.00	(49,921.79)	.0
601-49430-120	1,066.42	8,398.87	.00	(8,398.87)	.0
601-49430-130	1,135.93	37,970.25	.00	(37,970.25)	.0
601-49430-210	60.07	2,815.14	.00	(2,815.14)	.0
601-49430-212	65.51	670.93	.00	(670.93)	.0
601-49430-216	3,769.31	17,168.45	.00	(17,168.45)	.0
601-49430-220	.00	958.67	.00	(958.67)	.0
601-49430-300	1,463.00	8,995.91	.00	(8,995.91)	.0
601-49430-301	3,250.00	3,250.00	.00	(3,250.00)	.0
601-49430-309	.00	3,513.50	.00	(3,513.50)	.0
601-49430-321	337.61	786.83	.00	(786.83)	.0
601-49430-322	78.52	575.61	.00	(575.61)	.0
601-49430-331	.00	1,367.51	.00	(1,367.51)	.0
601-49430-350	78.11	742.80	.00	(742.80)	.0
601-49430-380	1,342.05	18,639.08	.00	(18,639.08)	.0
601-49430-404	.00	12,134.17	.00	(12,134.17)	.0
601-49430-430	215.00	1,366.81	.00	(1,366.81)	.0
601-49430-433	.00	305.00	.00	(305.00)	.0
601-49430-438	105.80	658.90	.00	(658.90)	.0
601-49430-500	.00	14,631.61	.00	(14,631.61)	.0
601-49430-570	.00	1,089.00	.00	(1,089.00)	.0
601-49430-601	8,000.00	32,388.00	.00	(32,388.00)	.0
601-49430-610	.00	1,914.84	.00	(1,914.84)	.0
601-49430-611	1,065.60	4,516.80	.00	(4,516.80)	.0
601-49430-620	.00	264.83	.00	(264.83)	.0
TOTAL WATER UTILITIES	28,370.90	225,045.30	.00	(225,045.30)	.0
<u>DEPARTMENT 990</u>					
601-49990-805	.00	(2,048.20)	.00	2,048.20	.0
TOTAL DEPARTMENT 990	.00	(2,048.20)	.00	2,048.20	.0
TOTAL FUND EXPENDITURES	28,370.90	222,997.10	.00	(222,997.10)	.0
NET REVENUE OVER EXPENDITURES	8,539.18	53,108.83	.00	(53,108.83)	.0

CITY OF GILBERT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
602-31900 PENALTIES AND INTEREST DELTAX	.00	29.38	.00	(29.38)	.0
TOTAL TAXES	.00	29.38	.00	(29.38)	.0
<u>OTHER REVENUES</u>					
602-36100 SPECIAL ASSESSMENTS	.00	17,500.24	.00	(17,500.24)	.0
TOTAL OTHER REVENUES	.00	17,500.24	.00	(17,500.24)	.0
<u>SEWER SALES</u>					
602-37155 CHARGES FOR SEWER DEBT	8,497.97	63,733.13	.00	(63,733.13)	.0
602-37200 SEWER SALES GILBERT	31,776.84	222,871.54	.00	(222,871.54)	.0
602-37250 SEWER SALES FAYAL	19,252.06	138,645.28	.00	(138,645.28)	.0
602-37460 SEWER PENALTY	646.49	5,235.26	.00	(5,235.26)	.0
TOTAL SEWER SALES	60,173.36	430,485.21	.00	(430,485.21)	.0
<u>OTHER FINANCING SOURCES</u>					
602-39500 REFUND - BOND INTEREST	.00	856.71	.00	(856.71)	.0
TOTAL OTHER FINANCING SOURCES	.00	856.71	.00	(856.71)	.0
TOTAL FUND REVENUE	60,173.36	448,871.54	.00	(448,871.54)	.0

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
602-49480-100 WAGES AND SALARIES	6,337.97	49,921.79	.00 (	49,921.79)	.0
602-49480-120 EMPLOYER CONTRIB RET	1,066.39	8,570.84	.00 (	8,570.84)	.0
602-49480-130 EMPLOYER PAID INS	4,092.97	32,919.38	.00 (	32,919.38)	.0
602-49480-210 OPERATING SUPPLIES	279.37	3,775.31	.00 (	3,775.31)	.0
602-49480-212 MOTOR FUELS	65.51	533.20	.00 (	533.20)	.0
602-49480-216 CHEMICALS AND CHEM PRODUCTS	350.85	12,096.70	.00 (	12,096.70)	.0
602-49480-217 OTHER OPERATING SUPPLIES	.00	921.80	.00 (	921.80)	.0
602-49480-220 REPAIR/MAINT SUPPLY	1,756.14	3,316.18	.00 (	3,316.18)	.0
602-49480-300 PROFESSIONAL SRVS	.00	6,093.07	.00 (	6,093.07)	.0
602-49480-301 AUDITING AND ACCT G SERVICES	3,250.00	3,250.00	.00 (	3,250.00)	.0
602-49480-303 ENGINEERING FEES	3,139.50	16,163.39	.00 (	16,163.39)	.0
602-49480-309 EDP, SOFTWARE AND DESIGN	.00	3,513.50	.00 (	3,513.50)	.0
602-49480-310 OTHER PROFESSIONAL SERVICES	.00	624.88	.00 (	624.88)	.0
602-49480-321 TELEPHONE	302.74	716.91	.00 (	716.91)	.0
602-49480-322 POSTAGE	84.99	575.28	.00 (	575.28)	.0
602-49480-331 TRAINING/TRAVEL EXPENSES	439.96	1,376.20	.00 (	1,376.20)	.0
602-49480-350 PRINTING/PUBLISHING	78.11	538.06	.00 (	538.06)	.0
602-49480-380 UTILITY SERVICES	7,247.90	46,547.44	.00 (	46,547.44)	.0
602-49480-383 GAS UTILITIES	53.40	8,363.42	.00 (	8,363.42)	.0
602-49480-386 SOILD WASTE MANGNT CHARGE	.00	8,932.68	.00 (	8,932.68)	.0
602-49480-387 BIOSOLIDS DISPOSAL	.00	31,330.40	.00 (	31,330.40)	.0
602-49480-404 REPAIRS/MAINT MACHINERY/EQUIP	6,596.20	15,613.32	.00 (	15,613.32)	.0
602-49480-430 MISCELLANEOUS	215.00	581.66	.00 (	581.66)	.0
602-49480-433 DUES AND SUBSCRIPTIONS	.00	2,235.00	.00 (	2,235.00)	.0
602-49480-438 TESTING	676.60	14,793.95	.00 (	14,793.95)	.0
602-49480-500 CAPITAL OUTLAY	.00	3,919.15	.00 (	3,919.15)	.0
602-49480-601 DEBT SRV BOND PRINCIPAL	64,000.00	119,612.00	.00 (	119,612.00)	.0
602-49480-610 INTEREST	.00	1,040.16	.00 (	1,040.16)	.0
602-49480-611 BOND INTEREST	5,140.00	29,709.41	.00 (	29,709.41)	.0
602-49480-620 FISCAL AGENT S FEES	.00	901.05	.00 (	901.05)	.0
TOTAL DEPARTMENT 480	105,173.60	428,486.13	.00 (	428,486.13)	.0
TOTAL FUND EXPENDITURES	105,173.60	428,486.13	.00 (	428,486.13)	.0
NET REVENUE OVER EXPENDITURES	(45,000.24)	20,385.41	.00 (	20,385.41)	.0

CITY OF GILBERT
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING AUGUST 31, 2016

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 37</u>					
603-37310 GARBAGE COLLECTION	13,255.55	105,338.95	.00	(105,338.95)	.0
603-37320 SALE OF TRASH BAGS	.00	(339.73)	.00	339.73	.0
603-37322 SALE OF SMALL TRASH BAGS	7.40	143.62	.00	(143.62)	.0
603-37324 SALE OF MEDIUM TRASH BAGS	1,814.72	9,194.25	.00	(9,194.25)	.0
603-37326 SALE OF LARGE TRASH BAGS	1,943.78	12,416.09	.00	(12,416.09)	.0
603-37460 REFUSE PENALTY	263.41	2,069.45	.00	(2,069.45)	.0
TOTAL SOURCE 37	17,284.86	128,822.63	.00	(128,822.63)	.0
TOTAL FUND REVENUE	17,284.86	128,822.63	.00	(128,822.63)	.0

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
603-43200-210 OPERATING SUPPLIES	.00	322.93	.00	(322.93)	.0
603-43200-212 MOTOR FUELS	155.71	749.04	.00	(749.04)	.0
603-43200-220 REPAIR/MAINT SUPPLY	911.24	911.24	.00	(911.24)	.0
603-43200-300 PROFESSIONAL SRVS	3,250.00	31,014.36	.00	(31,014.36)	.0
603-43200-309 EDP, SOFTWARE AND DESIGN	.00	1,583.00	.00	(1,583.00)	.0
603-43200-322 POSTAGE	78.52	568.81	.00	(568.81)	.0
603-43200-350 PRINTING/PUBLISHING	78.11	538.05	.00	(538.05)	.0
603-43200-384 REFUSE/GARBAGE-TIPPING FEES	8,874.13	23,730.45	.00	(23,730.45)	.0
603-43200-386 SOLID WASTE MGMT CHARGES	1,403.04	66,931.90	.00	(66,931.90)	.0
603-43200-404 REPAIRS/MAINT MACHINERY/EQUIP	167.10	1,169.84	.00	(1,169.84)	.0
TOTAL DEPARTMENT 200	14,917.85	127,519.62	.00	(127,519.62)	.0
TOTAL FUND EXPENDITURES	14,917.85	127,519.62	.00	(127,519.62)	.0
NET REVENUE OVER EXPENDITURES	2,367.01	1,303.01	.00	(1,303.01)	.0

CITY OF GILBERT
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

ELECTRIC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUES</u>					
604-36200 MISCELLANEOUS REVENUES	.00	394.84	.00	(394.84)	.0
604-36210 INTEREST	.00	1,092.34	.00	(1,092.34)	.0
TOTAL MISCELLANEOUS REVENUES	.00	1,487.18	.00	(1,487.18)	.0
<u>ELECTRICITY SALES</u>					
604-37400 ELECTRICITY SALES RESIDENTIAL	50,670.37	366,023.47	.00	(366,023.47)	.0
604-37420 ELECTRIC SALES COMMERCIAL	32,614.03	224,344.28	.00	(224,344.28)	.0
604-37430 ELECTRIC SALES CITY	7,269.39	71,124.48	.00	(71,124.48)	.0
604-37435 METER DEPOSITS	300.00	1,250.00	.00	(1,250.00)	.0
604-37450 UTILITY CONNECT/RECONNECT FEE	.00	600.00	.00	(600.00)	.0
604-37460 ELECTRIC PENALTY	1,279.36	12,433.94	.00	(12,433.94)	.0
TOTAL ELECTRICITY SALES	92,133.15	675,776.17	.00	(675,776.17)	.0
TOTAL FUND REVENUE	92,133.15	677,263.35	.00	(677,263.35)	.0

CITY OF GILBERT
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2016

ELECTRIC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
604-49560-381 ELECTRIC UTILITIES	67,704.77	479,855.82	.00	(479,855.82)	.0
TOTAL DEPARTMENT 560	67,704.77	479,855.82	.00	(479,855.82)	.0
<u>TRANSMISSION AND DISTRIBUTION</u>					
604-49570-220 REPAIR/MAINT SUPPLY	126.51	126.51	.00	(126.51)	.0
604-49570-300 PROFESSIONAL SRVS	869.00	16,439.02	.00	(16,439.02)	.0
604-49570-315 LOCATING & ONE CALL	21.60	212.45	.00	(212.45)	.0
604-49570-380 UTILITY SERVICES	9.99	1,209.51	.00	(1,209.51)	.0
604-49570-430 MISCELLANEOUS	.00	1,365.10	.00	(1,365.10)	.0
604-49570-439 EMPLOYER PD INS - FRANK WEISS	807.00	6,456.00	.00	(6,456.00)	.0
TOTAL TRANSMISSION AND DISTRIBUTION	1,834.10	25,808.59	.00	(25,808.59)	.0
<u>ADMINISTRATION</u>					
604-49590-100 WAGES AND SALARIES	3,963.74	33,597.55	.00	(33,597.55)	.0
604-49590-120 EMPLOYER CONTRIB RET	673.36	5,671.55	.00	(5,671.55)	.0
604-49590-130 EMPLOYER PAID INS	847.93	6,842.74	.00	(6,842.74)	.0
604-49590-200 OFFICE SUPPLIES	.00	113.11	.00	(113.11)	.0
604-49590-210 OPERATING SUPPLIES	.00	2,321.99	.00	(2,321.99)	.0
604-49590-300 PROFESSIONAL SRVS	.00	1,354.31	.00	(1,354.31)	.0
604-49590-301 AUDITING AND ACCT G SERVICES	3,250.00	3,250.00	.00	(3,250.00)	.0
604-49590-309 EDP, SOFTWARE AND DESIGN	.00	6,590.00	.00	(6,590.00)	.0
604-49590-321 TELEPHONE	43.74	330.08	.00	(330.08)	.0
604-49590-322 POSTAGE	157.02	1,138.80	.00	(1,138.80)	.0
604-49590-350 PRINT/PUBLISHING	156.20	1,076.09	.00	(1,076.09)	.0
604-49590-419 ENERGY REBATES	56.00	510.30	.00	(510.30)	.0
604-49590-429 UTILITY DEPOSIT REFUNDS	.00	2,515.71	.00	(2,515.71)	.0
604-49590-430 MISCELLANEOUS	.00	1.25	.00	(1.25)	.0
604-49590-433 DUES AND SUBSCRIPTIONS	.00	1,740.00	.00	(1,740.00)	.0
604-49590-610 INTEREST EXPENSE	36.23	36.23	.00	(36.23)	.0
TOTAL ADMINISTRATION	9,184.22	67,089.71	.00	(67,089.71)	.0
TOTAL FUND EXPENDITURES	78,723.09	572,754.12	.00	(572,754.12)	.0
NET REVENUE OVER EXPENDITURES	13,410.06	104,509.23	.00	(104,509.23)	.0

GILBERT PUBLIC LIBRARY BOARD MINUTES

Aug. 1, 2016

(Regular Board Business Meeting)

Meeting called to order: By President John Hewett at 6:05 p.m.

Roll call of board members:

Present: Sue Samargia, John Hewett, Jennifer Thiel, Mike Peterson, and Library Director Nicole Miller.

Absent: Rich Malnar, Rebecca Robich

Public in Attendance: Leon Schanlaub

Adoption of meeting agenda: Motion by Sue S., 2nd by Mike P., to adopt Agenda for the meeting. Motion Carried

Approval of last regular meeting minutes:

Motion by Sue S., 2nd by John H., to approve minutes of 6/6/16. Motion Carried.

Approval of the Library's monthly financials and payments of current invoices:

Motion by Sue S., 2nd by John H., to approve payment of Library Invoices for the months of June and July 2016. Motion Carried.

Director's report: Nicole Miller

- A. Review of monthly statistics and Summer Reading statistics
- B. Discussion about auctioning off old library computers. Nicole will restore the computers to factory settings and hold a silent auction in the library for 14 days in September.
- C. Director Miller asked permission to attend the MLA conference in Duluth on September 28-29. Motion by Sue S., 2nd by Jen T. to fund registration and mileage. Motion passed.
- D. Discussion about fundraisers for the library. Director Miller is looking into a root beer float and painting fundraiser in the fall.
- E. The next regular meeting falls on Labor Day. The meeting is rescheduled for the following day, September 6th at 6:00pm.

Old business: Sara N. asked how the fundraiser adult prom is going. Director Miller stated that the event has been put on the back burner for Summer Reading, but will be able to resume planning. The tentative date is now a New Year's dance.

New business: Election of new Secretary. Sue S. nominated Sara N. as Secretary, 2nd by Mike P. Motion passed.

ADJOURNMENT:

Motion by Sue S., 2nd by Jen T. to adjourn at 7:30 p.m. Motion Carried.

Next regular meeting is scheduled for September 6, 2016 at 6:00 p.m.

10 B
1/3

Campground Committee Board Meeting

The Campground Board met on August 18, 2016, at 5:00 p.m. at the campground office. The following board members were present: Steve Peterson, Al Olsen, Rob Kutsi and Terry Craven. Also present were campground managers John and Barb Rautanen.

Campground rates for 2017 were discussed and the board decided unanimously to make a recommendation to the City Council to raise the rates according to the attached rate sheet.

Discussion was had regarding the Crawl 4 the Cure event. The 2016 event was very successful with them raising over \$119,000 for Multiple Sclerosis. There were no issues at the campground and several new participants already made reservations to return.

Next year the Crawl 4 the Cure organizers are interested in renting the ice arena along with the campground for the event. They would use the ice arena to host their dinners and other events that they normally held under the tent. This would give them a place they could secure at night so they didn't have to put everything away each night and also would be a shelter area in case of rain. John & Barb will contact the organizers and ask them to put their request in writing to the City Council. The recommendation is to charge \$2,500 for the campground rental plus the daily rental rate for the arena.

John & Barb again expressed their concern about the stairs from the D Loop going up to the bathroom being a safety issue. The stairs are in poor condition and need to be replaced. Rob said he would talk to 3D Concrete to see if they would give us an estimate for replacing the stairs. Discussion was also had regarding the need for something to be done with the stairs leading down to the lake.

Discussion was had about the possibility of putting cement slabs for the placement of picnic table so they wouldn't need to be moved every time the lawn was mowed. Al stated that a Masonry class is again being offered at the college and this may be a place to check and see if they would be interested in a project such as the stairs or cement slabs. John said he would contact the College.

John reported that Sam had talked with someone about the possibility of making picnic tables as their Eagle Scout project, all we would need to do is provide the supplies.

John reported that he met with Eric Wedge and Sam last week and looked at the existing restroom and discussed options for building a new restroom. Eric said he would work on plans for this.

Discussion was had regarding the addition of campsites. John mentioned a couple areas that he would like to see campsites added. One would be between B7 & A9 – he stated there are utilities nearby that aren't being used and would just need to be moved.

He said he would talk to Sam about doing this when they are working on the electric upgrade. The other area is between A23 & A24.

It was decided that the campground will close on October 3rd so they can start working on the electric upgrade the first week of October.

Steve reported that at the end of 2015 the campground had \$78,000 in their account.

CASH in checking, not profit

The budget was reviewed for 2017 and it was decided to keep it the same as it was for 2016.

The meeting adjourned at 6:15 p.m.

	<u>2016</u>	<u>2017</u>	
	<u>Current Rates</u>	<u>PROPOSED</u>	<u>Rates</u> <u>Increase</u>
Tent			
State Tax 6.875%	\$21.48	\$24.07	
City Transportation Tax - .5%	\$1.48	\$1.65	
Hospitality Tax - 3%	\$0.11	\$0.12	
1st Responders Fee - 6%	\$0.64	\$0.72	
TOTAL	\$1.29	\$1.44	\$3.00
Water & Electric			
State Tax - 6.875%	\$24.92	\$26.64	
City Transportation Tax - .5%	\$1.71	\$1.83	
Hospitality Tax - 3%	\$0.12	\$0.13	
1st Responders Fee - 6%	\$0.75	\$0.80	
TOTAL	\$1.50	\$1.60	\$2.00
Full Hook-ups			
State Tax - 6.875%	\$26.64	\$28.36	
City Transportation Tax .5%	\$1.83	\$1.95	
Hospitality Tax - 3%	\$0.13	\$0.14	
1st Responders Fee -6%	\$0.80	\$0.85	
TOTAL	\$1.60	\$1.70	\$2.00
50 AMP Sites			
State Tax - 6.875%		\$30.93	
City Transportation Tax .5%		\$2.13	
Hospitality Tax - 3%		\$0.15	
1st Responders Fee -6%		\$0.93	
TOTAL		\$1.86	
Prime site - A23 - 50 AMP			
State Tax - 6.875%		\$33.51	
City Transportation Tax .5%		\$2.30	
Hospitality Tax - 3%		\$0.17	
1st Responders Fee -6%		\$1.01	
TOTAL		\$2.01	
Monthly	\$480.00	\$500.00	\$20.00