

**TAYLORS FALLS CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, JULY 26, 2010 – 7:00 P.M.**

MINUTES

The Agenda for this Meeting was posted Wednesday, July 21, 2010, at City Hall, the Post Office and on the City's Web Site. Copies were e-mailed to residents requesting such, and the Press was notified.

The Taylors Falls City Council met for a regular meeting on Monday, July 26, 2010 at 7:00 p.m. in the Council Chambers at City Hall, 637 First Street, Taylors Falls, Minnesota.

CALL TO ORDER

The Meeting was called to order at 7:00 p.m. by Mayor Mike Buchite.

PLEDGE OF ALLEGIANCE

All those present at the meeting recited the Pledge of Allegiance to the United States flag.

ROLL CALL

MEMBERS PRESENT: Mike Buchite, Ross Rivard, John Tangen, and Zara Kinnunen

MEMBERS ABSENT: Larry Julik-Heine

OTHERS PRESENT: Zoning Administrator-Coordinator Larry Phillips

ADOPTION OF AGENDA

The Agenda was amended to take **Consider Accepting NPS Grant** from Consent Agenda for discussion under New Business and to add to #7 under New Business: Consent Agenda: Consider Appointment of Susan Heaven to the HPC **and Accept Dan Brown's Resignation as Alternate HPC Member.**

MOTION BY KINNUNEN/TANGEN TO APPROVE THE AGENDA, AS AMENDED, FOR THE JULY 26, 2010 COUNCIL MEETING. MOTION CARRIED UNANIMOUSLY.

ADOPTION OF CONSENT AGENDA

MOTION BY TANGEN/RIVARD TO APPROVE/ACCEPT THE FOLLOWING CONSENT AGENDA ITEMS: CONSIDER PURCHASE OF BLADES FOR MOWER; CONSIDER BINGO REQUEST FROM FALLS CHAMBER OF COMMERCE; CONSIDER RESOLUTION 10-07-03 ACCEPTING A DONATION FROM XCEL ENERGY; CONSIDER APPOINTMENT OF SUSAN HEAVEN TO HPC AND TO ACCEPT DAN BROWN'S RESIGNATION AS ALTERNATE HPC MEMBER; CONSIDER CLERK-TREASURER'S VACATION EXTENSION; CONSIDER ZONING ADMINISTRATOR-COORDINATOR'S VACATION REQUEST; CORRESPONDENCE. MOTION CARRIED UNANIMOUSLY.

PUBLIC FORUM

None.

STAFF REQUESTS

PUBLIC WORKS – CONSIDER PURCHASE OF BLADES FOR MOWER

The report submitted by Public Works Superintendent Mike Kriz stated that the blades on the flail mower are worn and some of them are missing. A new set of blades would be required for the mower. This mower is used to cut the grass at the wastewater treatment ponds and along roadsides.

THE CITY COUNCIL AUTHORIZED BY CONSENT AGENDA THE PURCHASE OF BLADES FOR THE FLAIL MOWER AT A COST OF \$1,071.24 FROM BARIBEAU IMPLEMENT, TO BE PAID FROM THE SEWER FUND (602-210) AND THE PUBLIC WORKS BUDGET REPAIR ACCOUNT (43100-404).

UNFINISHED BUSINESS

CONSIDER AMENDMENTS TO THE COMMISSION BY-LAWS

The Heritage Preservation Commission (HPC) By-Law amendments were table until the HPC could make a formal recommendation. These changes were reviewed and approved at their July 13, 2010. They are now ready for Council action.

THE CITY COUNCIL APPROVED BY CONSENT AGENDA THE AMENDED BY-LAWS OF THE TAYLORS FALLS HERITAGE PRESERVATION COMMISSION AS PRESENTED. (attached)

CONSIDER APPROVAL OF NPS ASSISTANCE APPLICATION

This matter was brought to the City Council at the last meeting for discussion and was tabled. The National Parks Service (NPS) Application is for technical assistance from Randy Thoreson, Outdoor Recreational Planner, for the River Walk Project. There are no dollars involved with the application and the NPS can potentially assist with the project.

Zara Kinnunen explained that the EDC discussed collaboration and cooperation with the PRC on the River Walk Project. The project may be transitioned in the form two members from each Commission working on the trail.

MOTION BY KINNUNEN/TANGEN TO AUTHORIZE SUBMISSION OF THE NATIONAL PARKS SERVICE RIVERS, TRAILS, AND CONSERVATION ASSISTANCE APPLICATION FOR TECHNICAL ASSISTANCE FOR ONE YEAR FOR THE CONTINUATION OF THE RIVER WALK PROJECT, SUBJECT TO THE REVIEW OF CITY STAFF.

IT WAS FURTHER MOVED TO AUTHORIZE THE TAYLORS FALLS PARK & REC COMMISSION CHAIR TANA HAVUMAKI TO SUBMIT SAID APPLICATION ELECTRONICALLY; ACKNOWLEDGING THAT SIGNATURES OF THE MAYOR AND CLERK ARE NOT REQUIRED.

MOTIONS CARRIED UNANIMOUSLY.

NEW BUSINESS

CONSIDER ACTION FOR MNDOT/PUBLIC WORKS BUILDING PROJECT

CONSIDER PARTNERSHIP AGREEMENT WITH COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA: This agreement establishes the partnership between the City of Taylors Falls and the Commissioner of Transportation, which outlines the real estate transfer of the property owned by MNDOT, at 680 Chisago Street, to the City in exchange for a 20-year lease for the new construction of a maintenance building and salt/sand storage facility at the City Hall complex site at no cost to the State. MNDOT has completed a Phase I and II Environmental Site Assessment on the property as well as a geotechnical report.

MOTION BY TANGEN/RIVARD TO ADOPT RESOLUTION 10-07-05 APPROVING A PARTNERSHIP AGREEMENT BETWEEN THE STATE OF MINNESOTA AND THE CITY OF TAYLORS FALLS. MOTION CARRIED UNANIMOUSLY. (attached)

CONSIDER LEASE WITH STATE OF MINNESOTA: This document outlines the terms of the agreement for MNDOT to use the proposed 52' x 25' addition to the Public Works building and the proposed two northernmost stalls of a salt/sand storage building. The term of the lease is 10 years with options to renew. This Lease is in exchange for the State owned property located at 680 Chisago Street in Taylors Falls.

MOTION BY KINNUNEN/TANGEN TO ADOPT RESOLUTION 10-07-06 APPROVING THE LEASE BETWEEN THE CITY OF TAYLORS FALLS AND THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION. MOTION CARRIED UNANIMOUSLY. (attached)

CONSIDER APPROVAL OF MNDOT/PUBLIC WORKS BUILDING PROJECT PLANS: The plans for the addition to the existing Taylors Falls Public Works building and four-bay salt/sand storage building are attached to the Lease. The buildings are considered separate projects that will require separate bid solicitation and separate construction contracts. The plans for the Public Works building

addition were prepared by DBA Architects and the plans for the salt/sand storage buildings were prepared by MNDOT.

MOTION BY KINNUNEN/TANGEN TO APPROVE THE PUBLIC WORKS ADDITION PLANS AS PREPARED BY DBA ARCHITECTS. MOTION CARRIED UNANIMOUSLY. (attached)

MOTION BY TANGEN/KINNUNEN TO APPROVE THE FOUR-BAY SALT/SAND STORAGE BUILDING PLANS AS PREPARED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION. (attached)

CONSIDER CALLING FOR BIDS FOR THE MNDOT/PUBLIC WORKS BUILDING PROJECT: The addition to the Public Works building and the salt/sand storage building are considered two separate projects. The proposed timeline for bidding is:

- July 26, 2010 Council approves plans and calls for bids
- August 11, 2010 8:00 a.m. bids are due and will be opened by City Staff
- August 11, 2010 9:15 a.m. the City Council will hold a special meeting to award bids and authorize Staff to execute construction contracts.

MOTION BY KINNUNEN/TANGEN TO CALL FOR BIDS FOR THE PUBLIC WORKS BUILDING ADDITION PROJECT WITH BIDS DUE BY 8:00 A.M. ON AUGUST 11, 2010, AND FURTHER, TO CALL A SPECIAL CITY COUNCIL MEETING AT 9:15 A.M. ON AUGUST 11, 2010, FOR THE PURPOSE OF AWARDING BIDS FOR THE PUBLIC WORKS BUILDING ADDITION PROJECT. MOTION CARRIED UNANIMOUSLY.

MOTION BY RIVARD/TANGEN TO CALL FOR BIDS FOR THE SALT/SAND STORAGE BUILDING PROJECT WITH BIDS DUE BY 8:00 A.M. ON AUGUST 11, 2010, AND FURTHER, TO CALL A SPECIAL CITY COUNCIL MEETING AT 9:15 A.M. ON AUGUST 11, 2010, FOR THE PURPOSE OF AWARDING BIDS FOR SALT/SAND STORAGE BUILDING PROJECT. MOTION CARRIED UNANIMOUSLY.

CONSIDER PAYMENT OF DBA INVOICE: Due to several changes in the plans for the addition to the public works building as required by MNDOT, the charges by DBA Architects for services provided resulted in an invoice totaling \$6,370.00. Vice-Mayor Rivard recommended paying the invoice from the Council Contingency Fund (depleting it) and then paying the balance from Cash Reserves.

MOTION BY TANGEN/KINNUNEN TO PAY THE INVOICE FOR SERVICES PROVIDED BY DBA ARCHITECTS IN THE AMOUNT OF \$6,370.00. FUNDS ARE TO BE PAID FROM THE COUNCIL CONTINGENCY FUND (101-41110-990) UNTIL DEPLETED, WITH THE BALANCE TO BE PAID FROM THE GENERAL FUND CASH RESERVES (101). MOTION CARRIED UNANIMOUSLY.

CONSIDER PAYMENT OF ATTORNEY BILL

The amount charged by the City Attorney for services provided on the Chisago Transmission Project, totaled \$25,830.22. Mayor Buchite has been working with the Law Firm on reviewing the charges resulting in a decrease to \$21,934.22. This is an expense outside of the monthly retainer charges. Now that the project is done the invoice has to be paid. The City received the following monies from Xcel Energy: \$750.00 for the easement across the City's sewer pond access road and \$15,500 for the Non-Relocation Agreement. It would be appropriate to use this money to pay down the invoice by \$16,250.00, leaving a balance of \$5,684.22.

MOTION BY RIVARD/KINNUNEN TO PAY THE INVOICE FROM THE CITY'S LAW FIRM KELLY & LEMMONS, PA, IN THE AMOUNT OF \$21,934.22 FOR SERVICES RENDERED DURING THE CHISAGO TRANSMISSION PROJECT. FUNDS ARE TO BE PAID FROM THE \$16,250 RECEIVED FROM XCEL ENERGY AND THE BALANCE OF \$5,684.22 IS TO BE PAID FROM THE GENERAL FUND CASH RESERVES. MOTION CARRIED UNANIMOUSLY.

CONSIDER DATES FOR 2011 BUDGET WORKSHOPS

Historically the City Council has met each Wednesday during the month of August to work on the next year's proposed budget. The Budget and Levy must be certified to the County Auditor on or before September 15th.

MOTION BY KINNUNEN/TANGEN TO SET THE DATES OF AUGUST 4TH, 11TH, 18TH, 25TH, AND SEPTEMBER 1ST AND 8TH. IF THE ADDITIONAL DATES ARE NEEDED, FOR THE 2011 BUDGET WORKSHOPS FOR THE CITY COUNCIL. EACH MEETING WILL BEGIN AT 7:30 A.M. MOTION CARRIED UNANIMOUSLY.

CONSIDER RESOLUTION 10-07-03 ACCEPTING A GRANT FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR

The Fire Department needs approximately \$60,000 worth of radio equipment by January 2013 to comply with the Federal Communication Commission's mandate. The Fire Department applied for the Department of the Interior Rural Fire Assistance Grant in the total amount of \$18,200; \$16,380 was the grant amount and the City's 10% match was \$1,820. The City received notice of successfully funding in the amount of \$16,380 and the money will be used to purchase seven Motorola XTS-2500 Model II portable radios, which are 800 MHz radios.

It was also noted that the City applied to the State Homeland Security Program for a grant in the amount of \$40,000. This application will remain pending until the Chisago County Radio Participation Plan is approved.

MOTION BY TANGEN/KINNUNEN TO ADOPT RESOLUTION 10-07-03 ACCEPTING A GRANT FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR, ADMINISTERED BY THE NATIONAL PARKS SERVICES, IN THE AMOUNT OF \$16,380 FOR THE PURCHASE OF COMPLIANT 800 MHZ RADIOS. MOTION CARRIED UNANIMOUSLY.

CONSIDER BINGO REQUEST FROM FALLS CHAMBER OF COMMERCE

THE CITY COUNCIL APPROVED BY CONSENT AGENDA THE REQUEST FROM THE FALLS CHAMBER OF COMMERCE TO CONDUCT EXCLUDED BINGO AT THE TAYLORS FALLS MEMORIAL COMMUNITY CENTER ON FRIDAY, SEPTEMBER 24, 2010.

CONSIDER RESOLUTION 10-07-03 ACCEPTING A DONATION FROM XCEL ENERGY

Xcel Energy had several electrical fires over the past year, and typically when that happens, Xcel Energy provides a donation to the City since it does not pay the emergency response fee. The \$500 donation this year is earmarked for training for the Fire Department.

THE CITY COUNCIL ADOPTED BY CONSENT AGENDA RESOLUTION 10-07-04 ACCEPTING A DONATION FROM XCEL ENERGY. (attached)

CONSIDER APPOINTMENT OF SUSAN HEAVEN TO THE HERITAGE PRESERVATION COMMISSION AND ACCEPT DAN BROWN'S RESIGNATION AS THE ALTERNATE HERITAGE PRESERVATION COMMISSION MEMBER

THE CITY COUNCIL APPOINTED BY CONSENT AGENDA SUSAN HEAVEN TO THE TAYLORS FALLS HERITAGE PRESERVATION COMMISSION.

THE CITY COUNCIL ACCEPTED BY CONSENT AGENDA DAN BROWN'S RESIGNATION FROM THE TAYLORS FALLS HERITAGE PRESERVATION COMMISSION.

CONSIDER CLERK'S VACATION EXTENTION

THE CITY COUNCIL APPROVED BY CONSENT AGENDA CLERK-TREASURER JO EVERSON'S REQUEST TO EXTEND VACATION TIME UNTIL AUGUST 26TH, WITH HER RETURN TO WORK ON AUGUST 30TH, 2010.

CONSIDER VACATION REQUEST BY ZONING ADMINSTRATOR-COORDINATOR

THE CITY COUNCIL APPROVED BY CONSENT AGENDA ZONING ADMINSTRATOR-COORDINATOR LARRY PHILLIPS' VACATION REQUEST FOR 20 HOURS ON AUGUST 5TH AND 9TH, 2010.

LIAISON OR COUNCIL MEMBER REPORTS

Zara Kinnunen reported that the EDC met last Tuesday and discussed the transition of the River

Walk Project, the MN DOT site, and the proposed mural on the retaining wall at the Taylors Falls Memorial Community Center. The Commission is working on a grant to hire Terry Hildebrand, local artist, to paint the mural of a train.

John Tangen reported that he met with the Fire Department to keep communication up. The Heritage Preservation Commission held a public hearing last week and recommended two sites to be designated as local heritage preservation sites – 607 Bench Street and 355 West Street. There is now a vacancy for an alternate position on the Commission. The audio-visual walking tour of downtown is progressing well.

Ross Rivard reported that the Planning Commission did not meet in July. The Public Works Department did a good job striping streets and parking lots, and getting ready for Wannigan Days.

Mayor Mike Buchite reported that Romaine's was struck by lightning during the street dance at Wannigan Days. The dance and the band performance had to be canceled. Despite the weather it was still a good Wannigan Days.

CORRESPONDENCE

THE CITY COUNCIL ACKNOWLEDGED BY CONSENT AGENDA THE FOLLOWING CORRESPONDENCE PROVIDED IN THE JULY 26, 2010 CITY COUNCIL MEETING PACKET:

1. CITIZEN COMPLAINTS (2)
2. MEETING NOTICE FROM EAST CENTRAL REGIONAL DEVELOPMENT COMMISSION
3. STAFF CORRESPONDENCE & EMAIL'S

ADJOURNMENT

MOTION BY KINNUNEN/TANGEN TO ADJOURN THE MEETING OF THE TAYLORS FALLS CITY COUNCIL HELD ON JULY 26, 2010. MOTION CARRIED UNANIMOUSLY.

Being no further business to come before the Council, the Meeting adjourned at 7:48 p.m.

Michael D. Buchite, Mayor

Larry Phillips, Zoning Administrator-Coordinator

APPROVED: AUGUST 9, 2010

**Taylors Falls Heritage Preservation Commission
Rules and Bylaws**

Article I. Introduction

Section 1. Purpose

The City of Taylors Falls Heritage Preservation Commission (HPC) desires to conduct its business and perform all of its responsibilities and duties in an orderly, efficient, fair, and lawful manner. These Rules and Bylaws are established for that purpose.

Section 2. Application of Rules and Bylaws

Unless otherwise specifically indicated, these Rules and Bylaws shall apply to the transaction and administration of all Heritage Preservation Commission business and the conduct of all Heritage Preservation Commission meetings and hearings.

Section 3. Compliance With Applicable Law

It is the specific intent of the City of Taylors Falls Heritage Preservation Commission to perform all of its responsibilities and conduct all of its hearings and meetings in accordance with all applicable federal law, state statutes and regulations, and official controls enacted by the City of Taylors Falls. The foregoing Rules of the City of Taylors Falls Heritage Preservation Commission and all actions of the Commission shall be in accordance with all relevant federal and state law and official controls enacted by the City of Taylors Falls. These rules are specifically designed to be in accordance with Minn. Stat. 462.351 through 462.365 and any equivalent provisions of subsequent law. These Rules are also specifically designed to be in accordance with official controls enacted by the City of Taylors Falls.

Section 4. Non-exclusivity of Rules and Bylaws

These Rules and Bylaws are not and cannot be the totality of all regulations of Heritage Preservation Commission activity. Federal law, state law, and official controls enacted by the City of Taylors Falls should also be reviewed by all participants in Heritage Preservation Commission matters. Reference should especially be made to Minn. Stat. 462.351 through 462.365.

Article II. Membership

Section 1. Original number of voting members

The Heritage Preservation Commission consists of seven (7) voting members at its establishment, as stated in Section 255.03 of the Heritage Preservation Ordinance.

Section 2. Composition of the membership

Of the membership, one (1) member shall be appointed from the membership of the Council, one (1) member shall be a business owner within the City, and one (1) member shall be appointed by the Chisago County Historical Society. All members must be residents of the City of Taylors Falls. At least one of the seven members shall be a member of the Taylors Falls Historical Society. The Mayor shall serve as an ex-officio, non-voting member. Members shall be persons with demonstrated interest and/or expertise in historic preservation and may be of the following preservation-related professional classifications: history; architecture; architectural history; archeology; planning; real estate; design; building trades; landscape architecture or law.

Section 3. Current number of voting members

Persons appointed to the Commission are voting members, therefore the number of voting members, as of the adoption of these By-Laws on October 13, 2003, is seven (7).

Section 4. Quorum

To hold a valid meeting or take action on any business at a meeting, the Commission must have a quorum of a simple majority of its current voting membership as specified in Section 3.

Section 5. Alternate Member

An alternate member may partake in discussion at the Commission table, but is not allowed to vote if a quorum of the Commission is present. If a quorum of the Commission is not present, the alternate member counts toward a quorum and may vote. Additionally, in the event a full member of the Commission resigns his/her position, the Commission may make a recommendation to the City Council that the alternate member be appointed as a full member.

Section 6. Conflict of Interest

Upon taking office, a member is expected to make the interest of the Heritage Preservation Commission and City paramount over personal interests on any matter related currently or prospectively to the projects and responsibilities of the HPC. A member may not use her or his board position to make personal profit or to gain other advantages. If a member has personal interest in a contract or transaction to which the Heritage Preservation Commission or the City is a party, or has indirect interest because of employment or investment with a person or organization with which the HPC is dealing, the member must disclose the existence of the interest and describe the nature of the interest to the HPC prior to the time the board takes any action with respect to the person or organization. The interested member may be counted in determining the presence of a quorum, but must abstain on any discussion or vote taken in which there exists a conflict of interest. An interested member must excuse herself or himself from the board table during the discussion and vote. This section is not to be interpreted as a prohibition of members doing business with the HPC as long as there is full disclosure of the cost to the Heritage Preservation Commission and the City and is reasonable and competitive with that of other vendors.

Article III. Officers and Duties

Section 1. Offices Designated

The officers of the Commission shall be the Chair, Vice-Chair/Financial Liaison, and Secretary. All officers shall be elected from the regular membership of the Commission.

Section 2. Duties Designated

The City shall supply a qualified staff member to perform all general corresponding and recording secretarial duties for the Heritage Preservation Commission related to the holding of public hearings.

Section 3. Election of Officers

Officers shall be elected at the first regularly scheduled meeting of the new year. They shall serve for one year and shall be eligible for re-election.

Section 4. Duties of Officers

4.01. Chair

The Chair shall have the following responsibilities:

- (1) Supervise the affairs of the Commission.
- (2) Preside at all meetings.
- (3) Appoint subcommittee as may be necessary and shall be ex-officio member of all committees.
- (4) Vote on all issues.
- (5) Schedule special meetings.
- (6) Determine meeting location in the event change is needed prior to regularly scheduled meeting.
- (7) Set agendas for commission meetings in cooperation with the Secretary.

4.02. Vice Chair/Financial Liaison

The Vice-Chair/Financial Liaison shall have the following responsibilities:

- (1) Perform those duties delegated by the Chair.
- (2) Act as Chair in the event of the Chair's illness, disability, absence from meeting, absence from City or not being readily able to function as Chair.
- (3) Develop and keep a record of the Commission's annual budget.
- (4) Work with the City Clerk-Treasurer on fiscal matters.
- (5) Provide financial reports to the Commission.

4.03. Secretary

The Secretary shall have the following responsibilities:

- (1) Perform general corresponding and recording secretarial duties
- (2) Serve as parliamentarian.
- (3) Act as temporary Chair in absence of Chair and Vice Chair/Financial Liaison.
- (4) Record and provide to City minutes of the meetings of the Commission.
- (5) Post meeting notices.

These duties and responsibilities of the Heritage Preservation Commission Secretary are delegated

to the designated City Staff, including but not limited to:

- (a) Record and maintain a verbatim record and minutes of the public hearings of the Heritage Preservation Commission.
- (b) Process and maintain all information relating to the Commission's business including information gathered at public hearings.
- (c) Arrange for publication of public hearing notices and handle all other administrative affairs.

Section 5. Vacancies of Officers

5.01. Chair

In the absence of the Chair, the Vice-Chair/Financial Liaison shall be Chair.

5.02. Vice-Chair/Financial Liaison or Secretary

If a vacancy occurs in the office of Vice-Chair/Financial Liaison or Secretary, the regular members shall elect an individual to fill the remaining time left in the term.

5.03. Chair, Vice-Chair/Financial Liaison

If at a meeting or hearing of the Heritage Preservation Commission neither the Chair or Vice-Chair/Financial Liaison are present, the Secretary shall conduct the meeting until such time that the members have elected a Chair for the meeting.

5.04. Members

If a Commission member has three unexcused absences within any calendar year, the Commission chair shall declare the member removed for non-attendance and the position vacant. The chair shall promptly notify the Commission of any vacancies occurring in its membership and take action according to Article II, Section 2. Absences shall be considered excused if the chair is notified in advance of the meeting that the member is unable to attend for a just cause.

Article IV. Meetings

Section 1. Open Meetings and records

All meetings of the City of Taylors Falls Heritage Preservation Commission shall be open to the public. The votes of the members of the Commission on any action shall be recorded in the minutes and the minutes shall be available to the public during all normal business hours in the offices of the City of Taylors Falls.

Section 2. Information Property of City of Taylors Falls

All information submitted to the City of Taylors Falls for hearing purposes becomes the property of the City.

Section 3. Notice

Notices of all meetings and hearings of the Heritage Preservation Commission shall be made in a manner in accordance with all statutory and ordinance notification requirements.

Section 4. Meeting Records

A verbatim record of all public hearings and meetings will be made by means of tape recording or, if deemed appropriate by the Heritage Preservation Commission, designated City staff, or City Attorney. Minutes of all public hearings shall be prepared by designated City staff. Transcripts of public hearings and meetings are not ordinarily prepared. The public is specifically allowed to preserve and record the proceedings of the Heritage Preservation Commission by using voice recording instruments, court reporters, stenographers, or other reasonable means of record preservation

Section 5. Meeting Arrangements

5.01 Date

The Heritage Preservation Commission shall normally meet on the second Tuesday of each month. If the regular meeting date falls on a public holiday or if the Commission's regular meeting site is not available, the Chair may reset the regular meeting date.

5.02 Time

The time of the meetings shall be set by the Chair and shall be generally convenient for members, staff, and the public.

5.03 Location

The location of meetings of the Heritage Preservation Commission shall be at the Lower Level Conference Room at City Hall. If the site is not available, the Chair shall select an alternative meeting location which shall be convenient and suitable for the members, staff, and general public.

5.04 Additional Meetings

The Commission, any three Commission members, the Commission Chair, or the Mayor may call special meetings or hearings in accordance with all applicable federal law, state statutes and regulations, and official controls enacted by the City of Taylors Falls.

Section 7. Order of Business

7.01 The following shall be the order of business of Heritage Preservation Commission meetings:

- (a) Call to order
- (b) Roll call
- (c) Adoption of agenda
- (d) Public hearings
- (e) Approval of minutes of previous meeting or hearing

- (f) Review of Site Alteration Permit Applications
- (g) Communication
- (h) Visitor presentations
- (i) Reports of committees
- (j) Unfinished business
- (k) New business
- (l) Other business that may be appropriately brought before Commission
- (m) Adjournment

Section 8. Parliamentary Procedure

- 8.01 Robert's Rules of Order, Revised, shall govern the conduct of the meeting except when federal laws, state statute, City ordinances and policies, and these rules state otherwise.
- 8.02 The Chair shall make all parliamentary rulings. The Secretary shall serve as the parliamentarian advisor to the Commission.

Article V. Public Hearings

Section 1. The designated City staff shall set the agenda for the Public Hearings, Continuances and Postponements

1.01 Pre-notification Postponements

If an applicant requests a postponement in writing to the designated City staff prior to the notification of adjacent property owners and notice publication, said postponement shall be approved.

1.02 Post-notification Postponements

Postponements after notification of adjacent property owners and notice publication will be permitted.

- 1.03 The Commission may continue a hearing if it determines a need exists for addition information or fairness dictates another hearing. The designated City staff may authorize and require another hearing of the matter before the hearing if it is determined and certified to the Commission that an unforeseeable emergency exists that renders the applicant or potentially aggrieved party unavailable.

Section 4. Conduct of Public Hearings

2.01 General Rights

All parties shall have the right to present evidence, rebuttal testimony, and argument with respect to the properties proposed for designation as Heritage Preservation Sites and Districts.

2.02 Quorum Needed for Public Hearing

Four voting members of the Commission in attendance are necessary for a quorum to hold a hearing.

2.03 Order of Hearing

The following procedure shall be followed for the order of persons appearing before the Commission:

- (a) The applicant or representative shall be allowed to comment.
- (b) City staff report shall be given and include but not limited to a description of the request, analysis of the facts, communications received, conclusions, and recommendations. All appropriate City agencies may present information relevant to the case at this time.
- (c) Other governmental or information sources that may be appropriate, such as the county, a township, or a state agency.
- (d) Those in favor of the proposal.
- (e) Those opposed to the proposal.
- (f) Other comments or evidence from the public

2.04 Cross Examination and Interrogation

- (a) Regular members may question any individual at the termination of that individual's presentation.
- (b) Regular members may question all individuals at the end of all testimony.
- (c) Any individual may make a request to cross-examine a witness. If possible, this should be accomplished by directing suggested examination questions to the Chair. If specifically requested, the Chair will allow individuals to personally cross-examine witnesses. The Chair will then take the necessary steps to insure that cross examination questions and answers are being recorded, and the Chair may take such actions necessary to prevent repetitive, argumentative, or irrelevant questions and to expedite the cross examination to the extent consistent with disclosure of all relevant testimony and information.

2.05 Evidence

- (a) General

The Heritage Preservation Commission is not bound by statutory rules of evidence. The Chair shall admit into evidence all information that is informative and material to the Commission's business. Evidence that has not been submitted at the hearing may be considered by the Commission. No oaths shall be permitted for anyone offering evidence before the Commission.

- (b) Submission of Studies, Reports, and Other Materials

All materials submitted to the Commission prior to the hearing shall be available for public

inspection. The designated City staff shall establish policies and procedures for public review of information prior to and after the Commission hearing.

Letters and documents submitted by the applicant or public will be read into the record or may be summarized by County staff. Commission members and the public shall have access to all information. If an applicant or member of the public desires to submit information directly to the Commission prior to the meeting, they may do so only through the designated City staff. Those submitting such information shall provide a sufficient number of documents so that all members of the Commission, including ex-officio, shall have a set. The failure of the applicant to submit substantial technical or professional reports, plans, or studies well in advance of the hearing for public, staff, and Commission review may result in a continuance being declared by the Commission after the initial hearing.

Section 3. Communication with Public and Applicant

3.01 General

No Commission member prior to a public hearing or during any other time prior to the Commission's deliberations on the matter shall discuss with ~~staff~~, applicant, themselves or the general public merits of a pending case.

3.02 Disclosure

If a Commission member discusses a pending case in violation of Section 3.01, the member shall disclose during the public hearing the facts relating to such a meeting.

3.03 Exception

Nothing in this section shall preclude the general informational communication by Commission members relating to the general conduct of a meeting or hearing or forbid ~~staff or~~ members from discussing with Commission members a coming meeting so long as the facts or merits of the meeting are not discussed. Nothing in this section shall preclude informational communication by Commission members relating to the designation of sites or districts established in Section 255.05 of the Heritage Preservation Commission Ordinance, as long as it does not violate the Open Meeting Law.

Section 4 Deliberations

4.01 General

All deliberations are open to the public. However, no additional testimony may be offered after the close of the public hearing. Commission members may ask specific questions of nonmembers provided that the question is intended to clarify an item that has already been submitted into evidence. The Chair shall not allow any new information or opinions to be brought into the debate at this time. The designated City staff shall be permitted to ask questions to clarify motions or items brought out in the hearing.

4.02 Timing

Unless the hearing is continued or reopened, deliberations on an item shall take place after the close of all of that meeting's scheduled public hearings.

4.03 Continued Deliberation

If the Commission desires to continue deliberations, it may do so. However, no additional testimony or information may be provided to the Commission unless the public hearing is reopened. Commission members may inspect the site in question without reopening the hearing.

4.04 Voting

All regular members (without a conflict of interest) including the Chair, may vote on all items. However, no member who did not attend the majority of time of a public hearing for a specific item may vote on that item. Failure to vote in this circumstance is not counted against the quorum.

Section 5. Applications

5.01 Procedure

All applications shall be submitted on a form provided by the designated City staff, if one is available, and accompanied by all items required in the City's official controls.

5.02 Deadline

The designated City staff shall set the deadlines for applications coming before the Commission.

5.03 Review of Applications

All applications shall be available for public review in accordance to procedures outlined by the designated City staff.

Article VI Bylaw Amendments.

Section 1. Amendment recommendation.

The Rules and Bylaws may be changed by a two-thirds approval of the Commission. The bylaw change must be approved by the City Council.

Section 2. Amendment adoption.

After the City Council has approved the bylaw changes, the Commission shall make the amended bylaws available for use by the members and public.

**MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF TAYLORS FALLS
PARTNERSHIP AGREEMENT**

This partnership agreement is between the STATE of Minnesota, acting through its "Commissioner of Transportation" ("STATE") and The CITY of Taylors Falls ("CITY"), a political subdivision pursuant to Minnesota Statute.

Recitals

WHEREAS, under Minn. Stat. § 471.59, subd. 10, the STATE is empowered to engage such assistance as deemed necessary.

WHEREAS, the STATE owns land at 680 Chisago Street, Taylors Falls, Minnesota, which the CITY desires to have redeveloped; legally described as:

*Lots 1 through 7 and Lots 12 through 18, all in Block 20
of the Village of Taylors Falls, Chisago County, Minnesota*

WHEREAS, the CITY is willing to provide the STATE with replacement facilities on its CITY Hall property for payment of rent established in Lease Number 11785 for the land on Chisago Street;

WHEREAS, under Minnesota Statutes §174.02, subdivision 6, the STATE may enter into Agreements with government or nongovernmental entities for sharing facilities, equipment, staff, or other means of providing transportation-related services;

WHEREAS, the STATE is empowered by Minnesota Statute §16B.24, subd. 6, to lease non-STATE owned property; and

WITNESSETH: CITY and STATE, in consideration of the covenants, and considerations hereinafter specified, do hereby agree each with the other as follows:

Agreement

1 Term of Agreement

- 1.1 **Effective date:** The agreement is effective on the date the STATE obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** The contract will expire when the STATE has accepted and occupied the storage facilities set forth in Section 3 below.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated in to this agreement.

2 REAL ESTATE TRANSFER

2.1 Assignment of Rights to Land. Subject to the terms and conditions herein set forth, STATE will convey to CITY that real property located in the City of Taylor's Falls, County of Chisago, State of Minnesota, as more particularly described as:

Lots 1 through 7 and a portion of Lots 12 through 18, all in Block 20 of the Village of Taylors Falls, Chisago County, Minnesota; see Exhibits A and B for exact location.

The closing date on the subject property shall be on or before October 1, 2010. In the event that the STATE cannot take possession of the leased premises at 637 First Street on or before October 1, 2010, then in that event the closing date shall be the date STATE takes possession of the leased premises (see Lease Number 11785, Section 3.2).

All of the Subject Property described above shall be conveyed to CITY by quitclaim Deed.

2.2 Acceptance and Recording of Deed.

- a. References in the Agreement to the “date of acceptance” refer to the date upon which all contingencies are satisfied, the date upon which the deed to the Subject Property is delivered to the CITY and is entitled to recording.

2.3 Documents to be Delivered.

- a. STATE shall execute, where necessary, and deliver to CITY the following:
 - i. A quitclaim Deed to the property described in Section 2.1.
 - ii. CITY will take property subject to any assessments levied or pending on the property and property taxes. CITY is responsible for recording fees on any documents and any STATE deed and conservation taxes payable upon recording the above deeds.
 - iii. STATE shall deliver to CITY copies of all soil tests and reports, engineering studies and reports, environmental tests and reports, surveys, plats, topographical information, utility service information, correspondence with utility companies, highway departments, transportation officials and town, county or state governmental entities, contracts and agreements affecting the Subject Property, to the extent such documents are in their possession or control.

2.4. Title Examination. Prior to STATE’s delivery of the deed, CITY may obtain its own title opinion and title insurance from a title company selected by CITY. CITY shall be responsible for any premiums or charges by title for the insurance of a title policy and all endorsements. Title to the Subject Property shall be subject to CITY’s approval and all objections to the status of title shall be delivered to STATE in writing within fifteen (15) days of the CITY’s receipt of the title commitment. STATE shall attempt to correct all such objections within one hundred and twenty (120) days of receipt of the CITY’s written objections. If STATE cannot clear title objections, within the said timeframe, the CITY has the discretion to accept or cancel this agreement.

2.5 Representations and Warranties by STATE. STATE represents and warrants to CITY that:

- a. STATE has all requisite power and authority to execute this Purchase Agreement and the officers of the STATE who did or will execute the same for and on behalf of the STATE have the power and the authority to do so and to bind the STATE.

- b. To the best of the knowledge of the STATE, after due investigation, the conveyance of the Subject Property pursuant thereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement applicable to the Subject Property or to the STATE.
- c. STATE has performed a Phase I and Phase II Environmental Site Assessment on the Subject Property, and will provide a certification from a qualified independent evaluator that the Subject Property is free of significant environmental hazards
- d. STATE hereby agrees that the truthfulness of each of the foregoing representations and warranties and of all other representations and warranties herein made is a condition precedent to the performance by CITY of its obligations hereunder. The representations contained herein shall survive acceptance hereunder. The other representations shall survive only to the extent that the matter represented is to constitute a lien or charge against the Subject Property. Upon the material breach of any representation thereof, CITY may declare this Agreement to be null and void, or CITY may elect to close this donation without waiving any right of action by reason of such breach.

2.6. Representations and Warranties by CITY. CITY represents and warrants to the STATE that:

- a. CITY has all requisite power and authority to execute and perform this Agreement, and the officers of CITY who did or will execute the same for and on behalf of CITY have the power and authority to do so and to bind CITY.
- b. CITY will execute reasonably and exercise due diligence in the performance of the acts permitted or required under this Purchase Agreement.

3 Payment

- 3.1. In consideration of the STATE's real estate transfer to CITY, CITY will construct and the STATE will lease the two southernmost stalls of the heated public works building and the two northernmost stalls of a cold salt/sand storage building, as shown on the plans attached hereto as Exhibit A, located at 637 First Street in the City of Taylor's Falls, County of Chisago, Minnesota 55084-1144.
- 3.2 The CITY will lease the above referenced facilities to the STATE at no cost for a period of up to 20 years.
- 3.2. The terms and conditions of the lease agreement are set forth in Minnesota Lease Agreement No. 11785.

4 Assignment, Amendments, Waiver, and Contract Complete

- 4.1 **Assignment.** The CITY may neither assign nor transfer any rights or obligations under this 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 agreement, or their successors in office.
- 4.2 **Amendments.** Any amendment to this 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 agreement, or their successors in office.

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

4.4 **Contract Complete.** This agreement contains all negotiations and agreements between the STATE and the CITY. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

5 Liability

The STATE and CITY agree that each party will be responsible for its own acts and omissions associated with the transfer of the subject property. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statute §3.736, and other applicable law. The CITY's liability is governed by Minnesota Statute §466 and other applicable laws.

STATE Audits

Under Minn. Stat. § 16C.05, subd. 5, the CITY's books, records, documents, and accounting procedures and practices relevant to this 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 agreement.

6 Government Data Practices

The CITY 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 agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the CITY under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the CITY or the STATE.

7 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate STATE or federal court with competent jurisdiction in Chisago County, Minnesota.

8 Termination

This agreement may only be terminated upon mutual written agreement of parties.

9 Contingencies

The CITY'S obligation under this agreement shall be conditioned, for the sole benefit of the CITY, upon the following:

9.1 Contingent upon the completion of a Phase I and Phase II Environmental Assessment by the STATE and certification by a qualified independent evaluator that the Subject Property is free of significant environmental hazards.

9.2 Contingent upon the completion of all subsurface soil corrections and all environmental remediation required to prepare the property for residential use.

If these contingencies are not satisfied, then this Agreement may be declared null and void by CITY. The CITY reserves the right to waive any one of these contingencies.

required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____ N/A _____

Date: _____

CFMS Contract No. A- _____

2. CITY OF TAYLOR'S FALLS

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

Distribution:
Agency
CITY
STATE's Authorized Representative - Photo Copy

STATE OF MINNESOTA

LEASE

LEASE NO. **11785**

THIS LEASE is made by and between City of Taylors Falls, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Transportation (DOT).

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

WHEREAS, DOT owns land at 680 Chisago Street in Taylors Falls which LESSOR desires to have redeveloped ("DOT Property");

WHEREAS, LESSOR is willing to provide DOT will a replacement facility on LESSOR'S City Hall property;

WHEREAS, LESSOR and DOT have entered in to a Partnership Agreement for the transfer of the DOT Property to LESSOR, in a form attached hereto as Exhibit B;

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Taylors Falls, County of Chisago, Minnesota 55084:

approximately three thousand seven hundred sixty two (3,762) usable square feet of storage space, as shown on the floor plans attached hereto as Exhibit A located within the City of Taylors Falls Public Works Facility at 637 First Street, allocated as follows:

<u>Building</u>	<u>Square Feet</u>	<u>Use</u>
91179	2,082	Vehicle Storage
21123	<u>1,680</u>	Salt/Sand Storage
TOTAL	3,762	

2. **USE** LESSEE shall use and occupy the Leased Premises twenty-four hours a day, seven days a week, for the storage and maintenance of vehicles, materials, and equipment for the performance of roadway maintenance and related activities including employee activities.

3. **LEASE TERM**

- 3.1 The term of this Lease is ten (10) years, commencing on or before October 1, 2010 and continuing through September 30, 2020 ("Lease Term") unless adjusted pursuant to Clause 3.2 below.
- 3.2 **Adjustment of Commencement Date** In the event LESSEE cannot take possession of the entire Leased Premises on or before October 1, 2010 ("Commencement Date"), then:
- a. The commencement date shall be the date LESSEE occupies and takes possession of the Leased Premises in its entirety.
 - b. The parties hereto shall, by amendment to be executed in the same manner as the execution of this Lease, establish the correct Commencement Date and corresponding rent payable. If the Commencement Date is other than the first day of the month, the rent for the first month of occupancy shall be prorated to the product obtained by multiplying the monthly rent by a fraction, the numerator of which is the number of days in the month that the Leased Premises are occupied, and the denominator of which is the number of days in the applicable calendar month.
 - c. In the event the Commencement Date is adjusted, the expiration date will be adjusted to reflect ten (10) years from the adjusted Commencement Date.
- 3.3 It is understood that LESSOR will make every effort to meet the Commencement Date.

4. **USABLE SPACE MEASUREMENTS**

- 4.1 **Definition** The Leased Premises is defined as the total usable square feet exclusively occupied by LESSEE and is the basis for calculation of rent payable hereunder.
- 4.2 **Measurement Method** Usable square feet are calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.
- 4.3 **Exclusions and Deductions** Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Premises of four (4) square feet or more is deducted.

5. **PAYMENT OF RENT**

- 5.1 **Rent Payment** LESSOR and LESSEE agree that in consideration of the Partnership Agreement no rent shall be paid by LESSEE to LESSOR.
- 5.2 DOT has established a value of DOT's Property in the amount of three hundred eight thousand sixty eight and 80/100 dollars (\$308,068.80) ["Initial Amount"], which has been amortized over a term of twenty (20) years in the amount of one thousand two hundred eighty three and 62/100 dollars (\$1,283.62) ["Amortized Amount"]. For each month that LESSEE occupies space in the Leased Premises, the Initial Amount shall be reduced by the Amortized Amount.
- 5.3 If the event LESSEE terminates this Lease in accordance with Clauses 7.1, 7.2 or 7.3 below, or chooses to not renew this Lease prior to the Initial Amount fully amortized, LESSOR will not be liable for any payment to LESSEE. In the event the Lease is terminated due to LESSOR'S default, pursuant to Clause 19 below, LESSOR agrees to reimburse LESSEE for the remaining unamortized Initial Amount on a monthly basis in the amount of one thousand two hundred eighty three and 62/100 dollars (\$1,283.62) payable on the first day of each calendar month to LESSEE until such unamortized amount has been fully reimbursed.
- 5.4 LESSOR represents and warrants that it is solely entitled to all rents payable under the terms of this Lease

6. **PARKING** LESSOR shall provide parking in the parking lot adjacent to the Building for the use of LESSEE, its invitees, licensees, and guests. LESSEE will use its reasonable efforts to not interfere with the operations of the LESSOR (including its Fire Department and Public Works Department). It is understood by LESSOR and LESSEE that there is no additional rent payable for parking provided in this Lease.

7. **TERMINATION**

- 7.1 In the event that the Minnesota State Legislature does not appropriate to the Department of Transportation funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be voluntarily terminated by LESSEE upon giving thirty (30) days prior written notice to LESSOR.
- 7.2 Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease is subject to cancellation upon thirty (30) days prior written notice by LESSEE to LESSOR, for any reason except lease of other non-state-owned land or premises for the same use.
- 7.3 Notwithstanding Clauses 7.1 and 7.2 above, this Lease may be terminated by LESSEE for any reason at any time upon providing thirty (30) days prior written notice to LESSOR.

8. **SURRENDER OF LEASED PREMISES** LESSOR and LESSEE hereby agree that at the expiration or earlier termination of this Lease or extension thereof:
- 8.1 **Personal Property** Any equipment and furniture, including, but not limited to, moveable partitions, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by LESSOR or by LESSEE, shall remain the property of LESSEE. LESSEE shall remove its Personal Property, vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear, tear and damage by the elements excepted.
- 8.2 **Alterations, Additions and Improvements** All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by LESSOR or LESSEE, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, voice and data cabling and security systems, which in any manner are attached to the Leased Premises, shall remain the property of LESSOR, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by LESSEE, unless LESSOR has granted prior approval upon LESSEE'S request to remove such alterations, additions or improvements.
9. **OPTION TO RENEW**
- 9.1 LESSOR grants and LESSEE accepts the right to two (2) renewal extensions of this Lease at the same terms, conditions and rental rate as this Lease, as follows:
- | | |
|-----------------|--|
| Option Period 1 | <u>October 1, 2020 to September 30, 2030, ten (10) years</u> |
| Option Period 2 | <u>October 1, 2030 to September 30, 2035, five (5) years</u> |
- 9.2 To exercise the above noted Extensions, LESSEE must indicate in writing its intent no later than ninety (90) days prior to the current period's expiration date.
10. **CONSTRUCTION OF THE LEASED PREMISES** LESSOR shall, at its expense, provide labor and materials to construct the Leased Premises according to the construction plans and specifications attached hereto as Exhibit A and by reference incorporated as if fully set forth herein, including, but not limited to, the following:
- a. Adequate heating and ventilating system to accommodate the Leased Premises.
 - b. Installation of doors with hardware including locks as required by LESSEE.
 - c. Installation of electrical outlets in locations designated by LESSEE.

- d. Installation of standard voice communication system as required by LESSEE.
- e. Installation of lighting fixtures required by LESSEE.

11. **TELECOMMUNICATIONS**

- 11.1 **Building Access** The Building's telephone/cable size must be large enough to provide access for the telephone company's facilities. If the entrance size does not meet the requirements for access by the telephone company's facilities, LESSOR shall, at its expense, ensure that these requirements are met.
- 11.2 All voice and data cabling installed by LESSEE or by LESSOR on behalf of LESSEE shall remain a part of the Leased Premises upon expiration or termination of this Lease, unless LESSEE elects to remove said cabling.

12. **LESSEE'S ALTERATIONS** In the event LESSEE desires to remodel, make alterations, additions and/or changes (hereinafter, "Alterations") to the Leased Premises, and it is determined that such Alterations are at LESSEE'S expense, LESSEE shall not make such Alterations without the advance written consent of LESSOR.

13. **DUTIES OF LESSOR** LESSOR shall, at its expense, provide the following:

13.1 **Management**

- a. LESSOR agrees that in exercising its management responsibilities of the property of which the Leased Premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including, but not limited to: building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- b. LESSOR shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including recycling of recyclable materials, in the operation and maintenance of the Building and the Leased Premises.

13.2 **Utilities** LESSOR shall bear the cost of sewer and water.

13.3 **Electrical Service** LESSOR shall provide adequate electrical service to the Leased Premises to accommodate LESSEE'S needs and the Building of which the Leased Premises are a part.

- 13.4 Heating LESSOR warrants that the Leased Premises are served by heating facilities of a design capacity sufficient to maintain the Leased Premises within an acceptable range of temperature under all but the most extreme weather conditions.
- 13.5 Lighting
- a. LESSOR shall provide the Leased Premises with overhead lighting according to the plans and specifications attached in Exhibit A.
 - b. LESSOR shall re-lamp light fixtures and replace light ballasts as needed.
- 13.6 Restrooms LESSOR shall provide LESSEE twenty-four hours a day, seven days a week access to the Restrooms located in the City Hall premises.
- 13.7 Fire Safety LESSOR shall, at its expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.
- 13.8 Landscaping/Grounds Maintenance LESSOR shall, at LESSOR'S expense, maintain the landscaping, grounds, walkways and parking lot(s) surrounding the Leased Premises and the Building in good appearance, condition and repair, including, but not be limited to:
- a. Grass cutting, weed control and tree trimming as necessary with annual shrubbery trimming;
 - b. Prompt removal of dead or dying trees and shrubbery;
 - c. Prompt removal of debris from grounds, walkways and parking lots;
 - d. Sweeping, seal-coating, repair, resurfacing and re-striping of parking lot surfaces as needed.
 - e. Prompt repair/replacement of up-heaved or sunken walkways and broken or damaged walkways and curbs.
 - f. Keep the parking lot(s) and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from debris and in good condition.
- 13.9 Snow Removal LESSOR shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice.

13.10 General Maintenance and Repairs

- a. LESSOR shall, at its expense, maintain in working condition and good repair all appurtenances within the scope of this Lease, including, but not limited to: plumbing, wiring, electrical, heating (and, if applicable, cooling) devices, ductwork and any improvements or equipment added to the Leased Premises, whether or not the improvement was paid for by LESSEE.
- b. LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

13.11 Heating and Ventilation Maintenance

- a. LESSOR shall, at its expense, maintain and make such necessary repairs to the heating and ventilation equipment.
- b. LESSOR shall document maintenance on the heating and ventilating system (e.g., filter changes and cleaning methods and procedures).

13.12 Delivery of Leased Premises LESSOR covenants that it will deliver the Leased Premises to LESSEE in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.

13.13 Taxes and Assessments LESSOR shall be responsible for payment of all taxes and assessments upon the Building and land of which the Leased Premises are a part.

13.14 Exterior Lighting LESSOR shall provide adequate exterior lighting in the parking lots and building entrance/exits according to the construction plans and specifications in Exhibit A.

13.15 Disability Access Guidelines LESSOR agrees to provide and maintain the Leased Premises and the Building of which the Leased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to, Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions with jurisdiction and authority in connection with said property.

13.16 Energy Conservation In the event energy conservation measures are enacted by any State or Federal authority, it is hereby agreed that LESSOR shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water and all the sources of energy required to provide said service.

13.17 Pest Control LESSOR shall provide pest control for the Leased Premises and the Building of which the Leased Premises are a part.

14. **DUTIES OF LESSEE**

14.1 Utilities LESSEE shall bear the cost of electricity and gas to the Leased Premises which shall be separately metered and billed directly to the LESSEE.

14.2 Trash Removal LESSEE shall arrange for and bear the cost of waste or trash disposal.

14.3 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.

14.4 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law.

14.5 Assignment/Sublease LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of LESSOR.

14.6 LESSEE shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

15. **DESTRUCTION OF PREMISES** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable or LESSEE is unable to conduct its business, the Lessee will not be liable for rent due from the time of such damage allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Leased Premises to tenantable condition. LESSOR agrees to reduce rent payable for any and all days that the Leased Premises is in an untenable condition at the rate of one thousand two hundred eighty three and 62/100 dollars (\$1,283.62) per month, prorated on a daily basis of forty two and 20/100 dollars (\$42.20) per day).

16. **INSURANCE**

16.1 **Property Damage** It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them, by way of subrogation or otherwise, for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or by anyone for whom such party may be responsible.

16.2 **Liability** LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSOR'S and LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

17. **BUILDING ACCESS AND SERVICES** LESSOR shall provide access to the Leased Premises seven (7) days per week, twenty four (24) hours per day for authorized employees of LESSEE.

18. **NEW LESSOR** In the event the Leased Premises or the Building of which the Leased Premises are a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if LESSOR shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to LESSOR, proper written notice of such change must be delivered to LESSEE as promptly as possible. LESSEE'S "Transfer of Ownership of Lease" document shall be executed by the parties hereto in order that the State of Minnesota, Department of Finance, is provided with authorization to issue payments to a new party.

19. **DEFAULT BY LESSOR** If LESSOR shall default in the performance of any of the terms or provisions of this Lease, LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and LESSOR shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSEE, at its sole option, may terminate this Lease upon thirty (30) days prior written notice, or may cure such default. In the event LESSEE cures the default, LESSOR shall pay all reasonable and actual expenses paid by LESSEE to cure said default, including attorneys fees, within ten (10) days of receipt of invoices therefore rendered, or LESSEE shall have a specific right to set off any such amounts due from LESSOR against any rent payments or other amounts due under this Lease. In the event LESSEE elects to terminate this Lease, said termination shall not limit LESSEE'S rights to damages caused by the breach and failure to cure. This provision in no way limits LESSEE'S other remedies for breach under common law or this Lease.

20. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease are subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
21. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, LESSOR and LESSEE shall not permit smoking in the Leased Premises.
22. **HAZARDOUS SUBSTANCES**

22.1 General

- a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), the Resources Conservation and Recovery Act, as now or hereafter amended ("RCRA"), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended ("TSCA") the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs") and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).
- b. LESSOR warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release on or about the Building of which the Leased Premises are a part, except for immaterial quantities of any Hazardous Substances customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or the Building or land of which they is a part, which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. LESSOR further agrees to indemnify and hold LESSEE (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage, loss, fine or any other expense (including without limitation clean-up costs, court costs, attorneys' fees, engineering or consultant fees, other costs of defense and sums paid in settlement of claims) arising out of LESSOR'S installation, use, generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the Building or the land of which the Leased Premises are a part.

- c. LESSOR represents and warrants there are no Hazardous Substances present within the Building or the land of which the Leased Premises are a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased Premises or the Building or land of which the Leased Premises are a part, LESSEE, at its option, may terminate this Lease with sixty (60) days written notice to LESSOR.

22.2 **Storage Tank** LESSOR has not, and to the best of its knowledge no prior owner or occupant has not, installed in, on or about the Leased Premises or the Building or land of which the Leased Premises are a part, any storage tank containing Hazardous Substances, including, but not limited to: petroleum, crude oil or by-products of petroleum or crude oil.

22.3 **Asbestos** In addition to the above representations, covenants and warranties, LESSOR hereby warrants that to the best of its knowledge, no materials containing asbestos will be used or installed upon the Leased Premises, if at any time asbestos containing materials are located on the Leased Premises, such materials will be removed or replaced by LESSOR.

22.4 **Radon** LESSOR hereby warrants that no exposure to radon is currently present in or on the Leased Premises. As radon is a naturally occurring substance, no guarantee of future nonexistence can be made, although LESSEE acknowledges that, because of the nature of radon, LESSOR cannot guarantee that the Leased Premises or the Building of which the Leased Premises are a part, will remain free of radon. If a hazardous level of Radon becomes present in the future LESSOR will be responsible for the clean up or removal of Radon to a level which is not hazardous or no detection.

23. **SIGNAGE** LESSOR grants LESSEE, at its expense, the right to install one exterior signage on the vehicle storage building as long as all necessary approvals have been granted by the City Zoning Administrator. Said signage shall be of a design and at a location as mutually agreed upon by the parties.

24. **AMENDMENTS** Any changes to the original terms of the Lease will be made by a validly executed amendment signed by the parties.

25. **LAWS GOVERNING** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

26. **NOTICES** All notices or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR:

City of Taylors Falls
637 First Street
Taylors Falls MN 55084-1144

LESSEE:

Department of Administration
Real Estate and Construction Services
50 Sherburne Ave # 309
St. Paul MN 55155

EXHIBITS:

- Exhibit A Plans of the Leased Premises
- Exhibit B Minnesota Department of Transportation and City Taylors Falls Partnership Agreement- Mn/DOT Contract # [95215](#)

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
CITY OF TAYLORS FALLS

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

By _____

Title _____

Date _____

By _____

Title _____

Date _____

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____

Real Estate and Construction Services

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By _____

Title _____

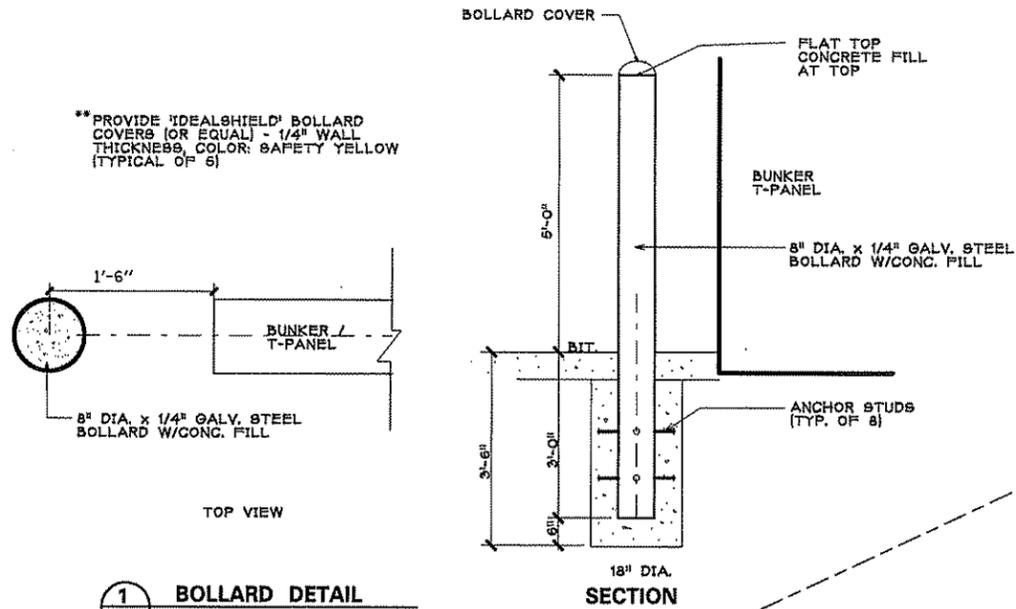
Date _____

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds are encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____

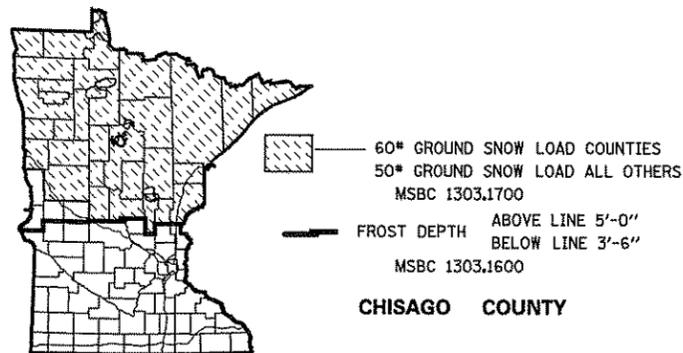
Date _____

CFMS Contract No. _____



1
A1 BOLLARD DETAIL
NO SCALE
(TYPICAL OF 6)

SNOW LOADS AND FROST DEPTHS BY COUNTIES



SALT STORAGE BUILDING INFORMATION

BUILDING OCCUPANCY CLASSIFICATION

STORAGE-GENERAL S2

TYPE OF CONSTRUCTION

BUILDING CONSTRUCTION TYPE V B

BASIC ALLOWABLE FLOOR AREA

EXISTING	0	ALLOWED:	13,500
NEW	3525	FRONTAGE INCREASE:	10,125
TOTAL	3525	ALLOWED TOTAL:	23,625

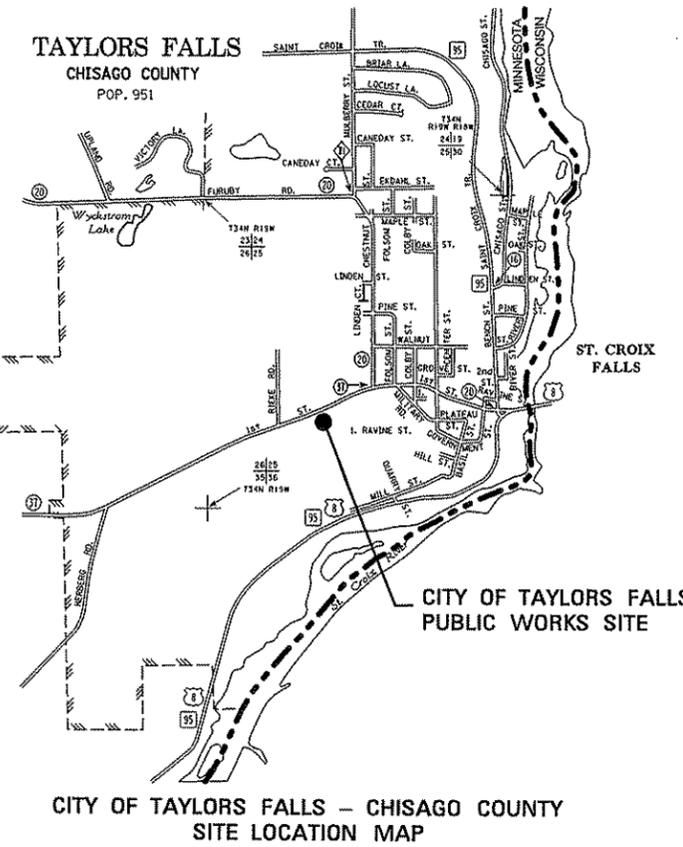
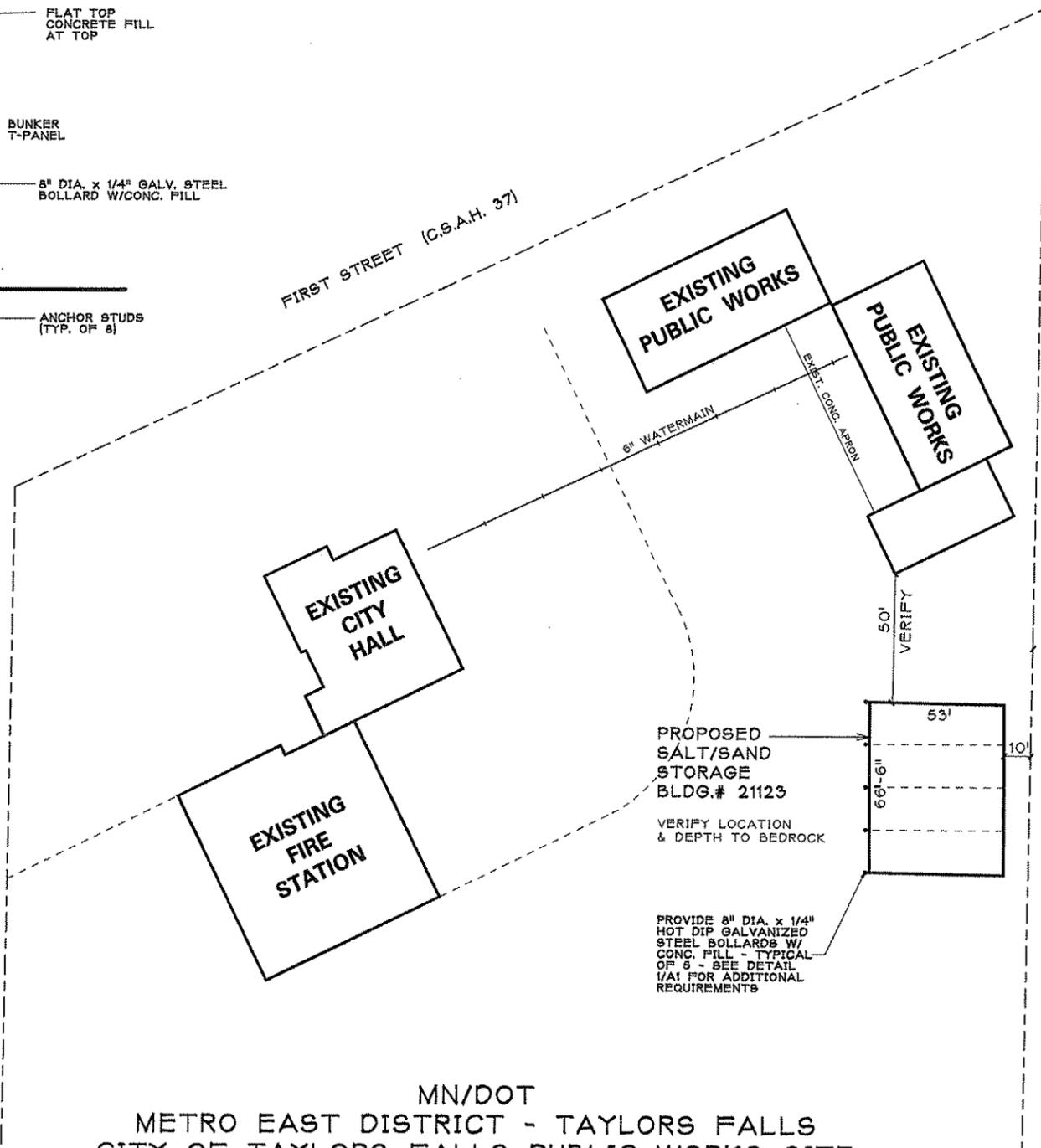
OCCUPANT LOAD

GROUP	NET AREA	S.F./OCC.	TOTAL OCC.
S2	3380	300	12

MN/DOT
METRO EAST DISTRICT - TAYLORS FALLS
CITY OF TAYLORS FALLS PUBLIC WORKS SITE



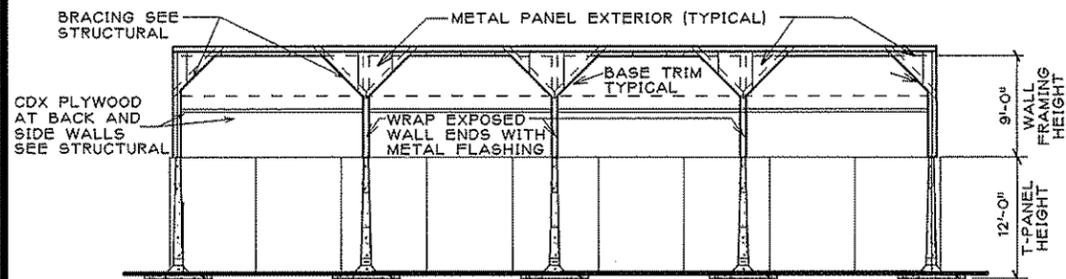
MN/DOT ADDRESS :
VEHICLE STORAGE BLDG.
637 FIRST STREET (C.S.A.H. 37)
TAYLORS FALLS, MN. 55084



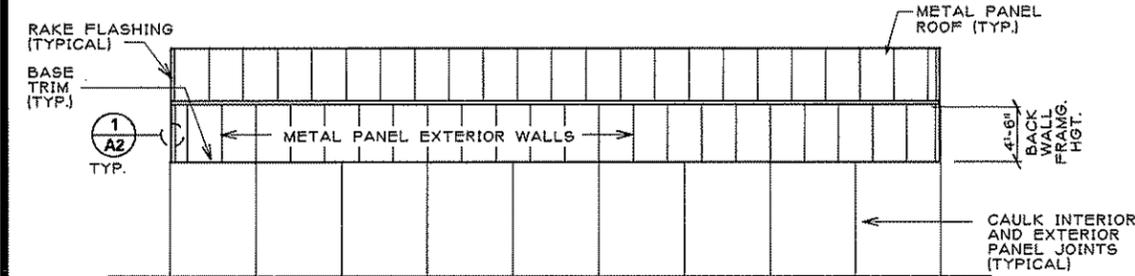
INDEX TO DRAWINGS

SHEET NO.	SHEET TITLE
A1	LOCATION PLAN, SITE PLAN, INDEX & CODE INFORMATION
A2	SALT STORAGE BUILDING PLAN, ELEVATIONS AND DETAILS
S1	SALT STORAGE BUILDING FRAMING PLAN, SECTIONS AND DETAILS

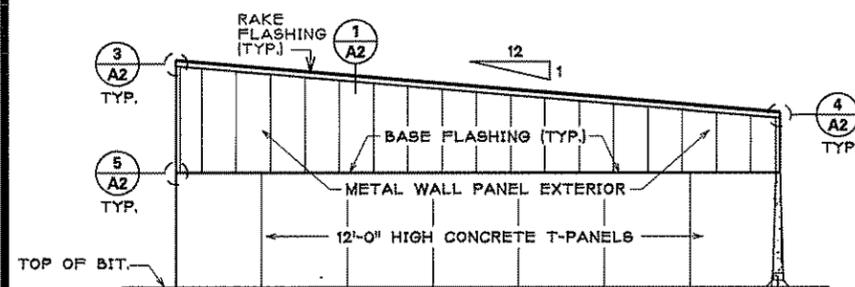
<table border="1"> <thead> <tr> <th>REVISION</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISION	DESCRIPTION	DATE				<table border="1"> <thead> <tr> <th>DATE</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>7-1-10</td> <td> </td> </tr> </tbody> </table>	DATE	DATE	7-1-10		<p>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.</p> <p>DATE: 7-1-10 PROJECT NO.: 11288</p> <p>CHECKED BY: VPJ, RTL SIGNATURE: <i>Ronald T. Lagerquist</i> RONALD T. LAGERQUIST</p>	<p>LOCATION PLAN, SITE PLAN, INDEX TO DRAWINGS & CODE INFORMATION</p>	<p>STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF MAINTENANCE</p> <p>FACILITIES MANAGEMENT SERVICES TRANSPORTATION BUILDING MS 715 ST. PAUL, MINNESOTA 55155-1899</p>	<p>340-4 SALT STORAGE BLDG. No. 21123 AT TAYLORS FALLS PUBLIC WORKS TAYLORS FALLS, MINNESOTA</p>	<p>SHEET A1 OF 2</p>
REVISION	DESCRIPTION	DATE														
DATE	DATE															
7-1-10																



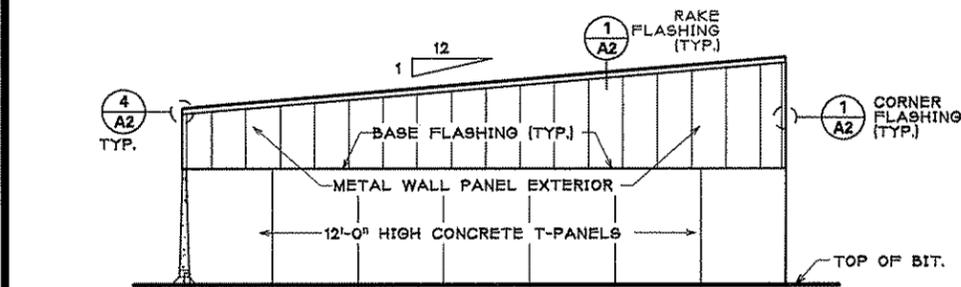
WEST ELEVATION



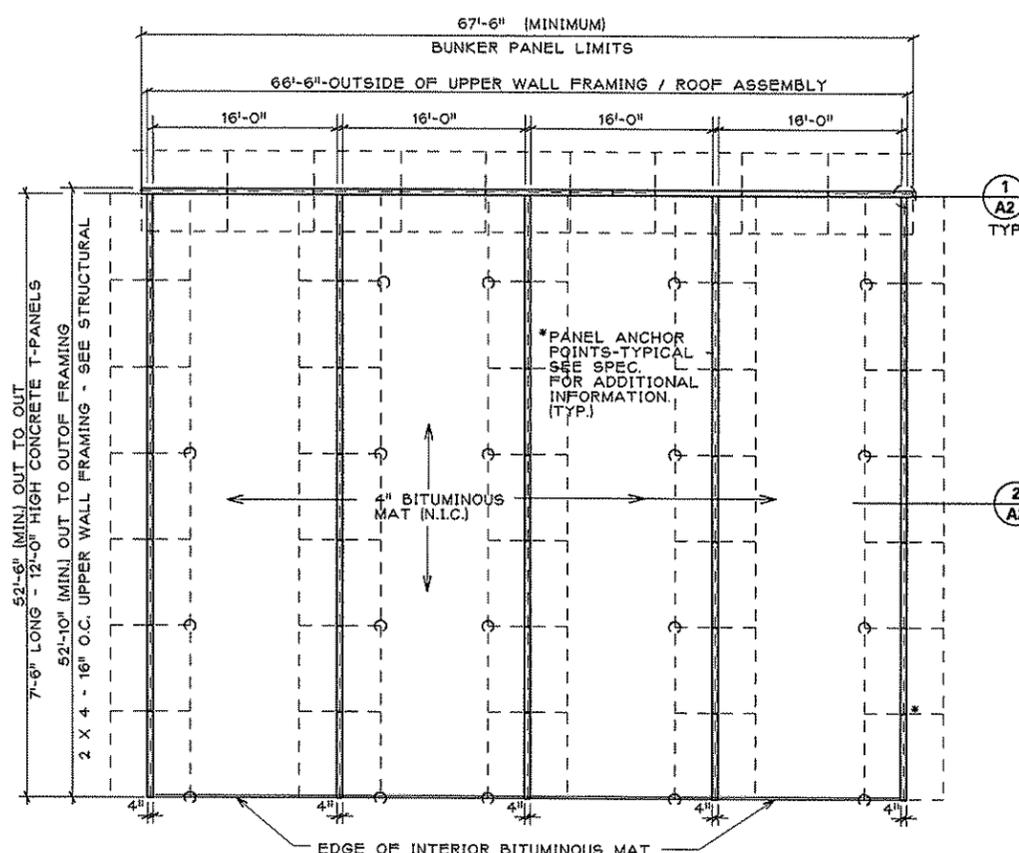
EAST ELEVATION



SOUTH ELEVATION



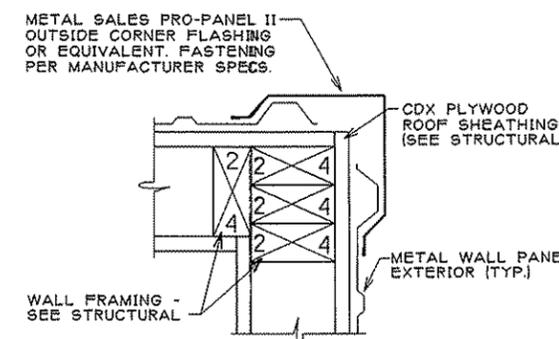
NORTH ELEVATION



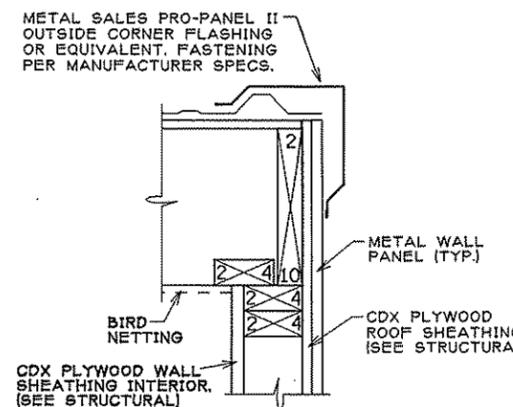
FLOOR PLAN

* NOTE: PROVIDE BUNKER PANEL ANCHORING SYSTEM - ALTERNATE ANCHORING SYSTEMS SHALL BE AS DESIGNED BY MANUFACTURER (TYPICAL) - SUPPLIER SHALL SUBMIT CERTIFIED CALCULATIONS FOR ANCHORAGE AND BUNKER PANEL DESIGN - PER SPECIFICATIONS.

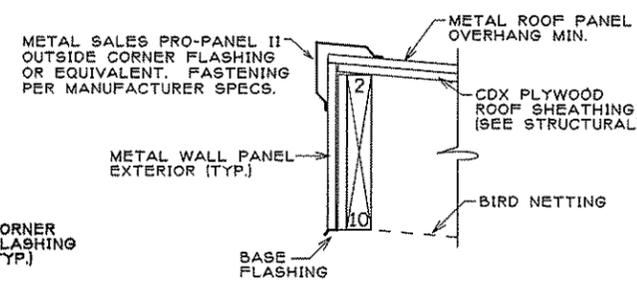
* EARTHWORK - PROVIDE COMPACTED 6" AGGREGATE BASE (CLASS 5) OVER 4" MIN. GRANULAR FILL - 60' X 80' PAD AREA (APPROX.)



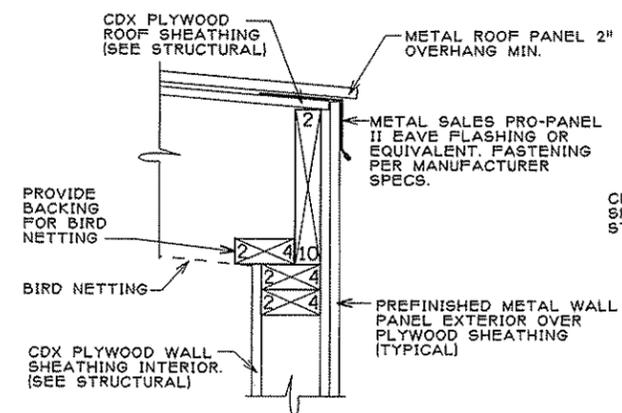
1 OUTSIDE CORNER FLASHING DETAIL
A2 NOT TO SCALE



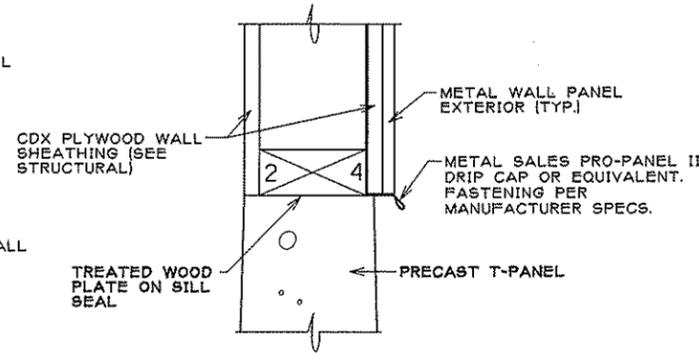
2 RAKE FLASHING DETAIL
A2 NOT TO SCALE



3 FRONT EAVE DETAIL
A2 NOT TO SCALE



4 REAR EAVE DETAIL
A2 NOT TO SCALE



5 UPPER WALL BASE DETAIL
A2 NOT TO SCALE

SEE SHEET S1 FOR STRUCTURAL FRAMING PLAN, DETAILS, AND NOTES

REVISION	DESCRIPTION	DATE	DATE	DATE
1	BAY ADDED	6-30-10	7/31/08	7/31/08

DRAWN BY TLO
 CHECKED BY RTL
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE PROVISIONS OF THE STATUTES OF MINNESOTA.
 DATE 7-1-10 REG. NO. 11288
 SIGNATURE RONALD T. LAGERQUIST

SALT STORAGE BUILDING FLOOR PLAN, ELEVATIONS, AND DETAILS

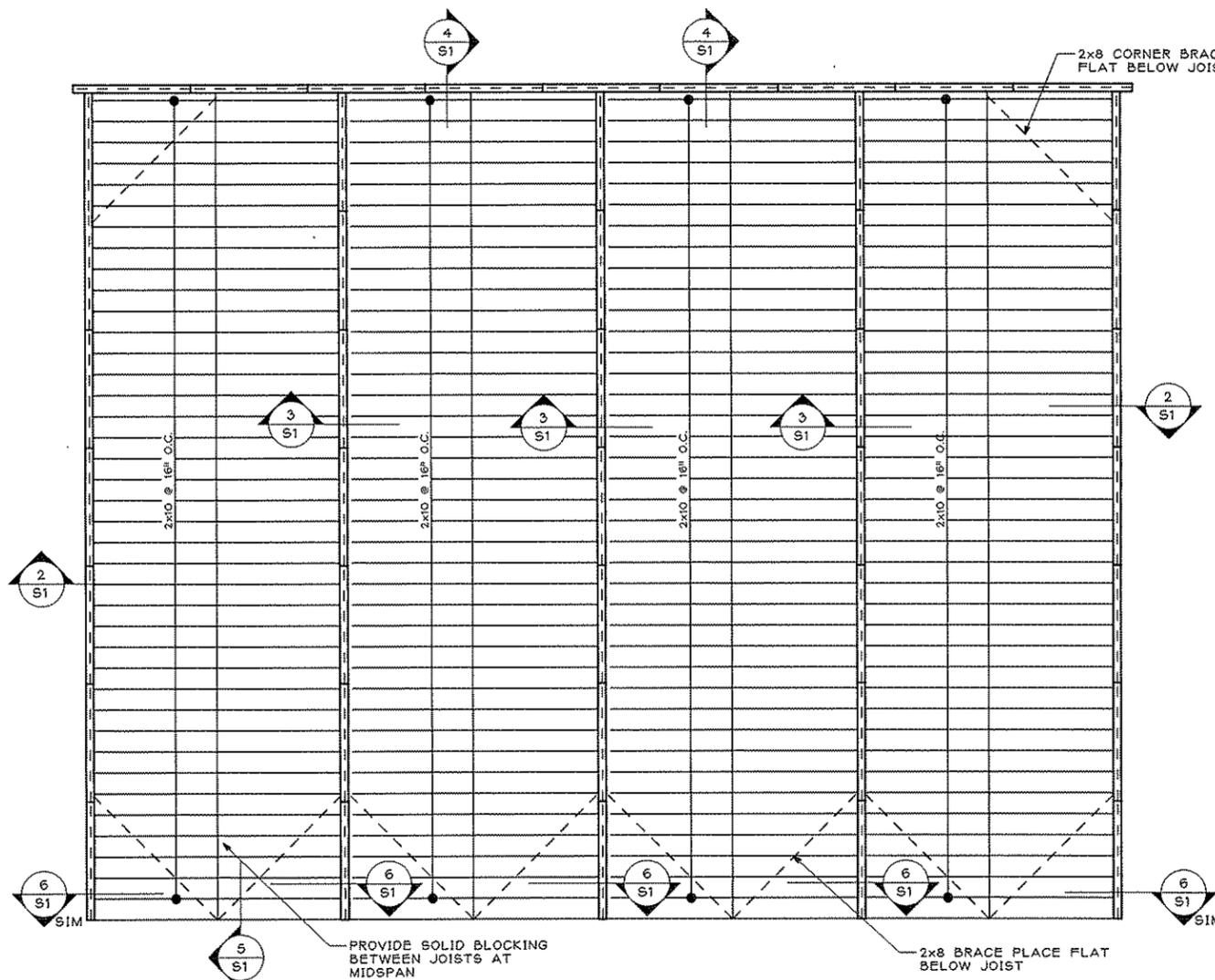
19-JUL-2010 09:10

STATE OF MINNESOTA
 DEPARTMENT OF TRANSPORTATION
 OFFICE OF MAINTENANCE
 FACILITIES MANAGEMENT SERVICES
 TRANSPORTATION BUILDING MS 715
 ST. PAUL, MINNESOTA 55155-1899

SALT STORAGE BUILDING (340-4) - BLDG. NO. 21123
 CITY OF TAYLORS FALLS PUBLIC WORKS
 TAYLORS FALLS, MINNESOTA

MNDOT PROJECT NO. 09-5470 IP_PWP:d1136597\340-3saltstor_a01.dgn

SHEET
A2
 OF 2



1 SALT SHED ROOF FRAMING PLAN

- 1) PROVIDE 2x10 ROOF JOISTS SPACED MAXIMUM OF 16" O.C.
- 2) PROVIDE A MINIMUM OF 2 STUDS (3" LENGTH OF BEARING). FULL WIDTH OF HEADER.
- 3) ALL WALLS SHALL BE 2x4 STUDS @ 16" O.C.
- 4) ROOF SHEATHING SHALL CONSIST OF 3/4" APA RATED EXTERIOR, TYPE C-D PLYWOOD SHEATHING. GLUE AND NAIL TO ROOF FRAMING MEMBERS W/ 10d NAILS @ 6" O.C. AT PANELS EDGE AND @ 12" O.C. AT INTERMEDIATE SUPPORTS.
- 5) WALL SHEATHING SHALL CONSIST OF 15/32" APA RATED EXTERIOR, TYPE C-D PLYWOOD SHEATHING. NAIL SHEATHING TO FRAMING MEMBERS W/ 10d NAILS @ 6" O.C. AT PANEL EDGES AND @ 12" O.C. AT INTERMEDIATE SUPPORTS.
- 6) PRECAST BUNKER PANELS BY SUPPLIER. COORDINATE SILL PLATE CONNECTION W/ SUPPLIER. CONNECTION BY PANEL SUPPLIER SHALL BE DESIGNED FOR 150# SHEAR AND 1200# TENSION.
- 7) ALL FASTENERS AND CONNECTORS SHALL BE GALVANIZED.

STRUCTURAL NOTES

A. DESIGN DATA

1. Design Codes - All codes latest editions unless noted otherwise American National Standards Institute/American Society of Civil Engineers - (ANSI/ASCE 7)
- International Building Code (IBC) as amended by state of MN
- Minnesota State Building Code
- Specifications for the National Design Specifications for Wood Construction

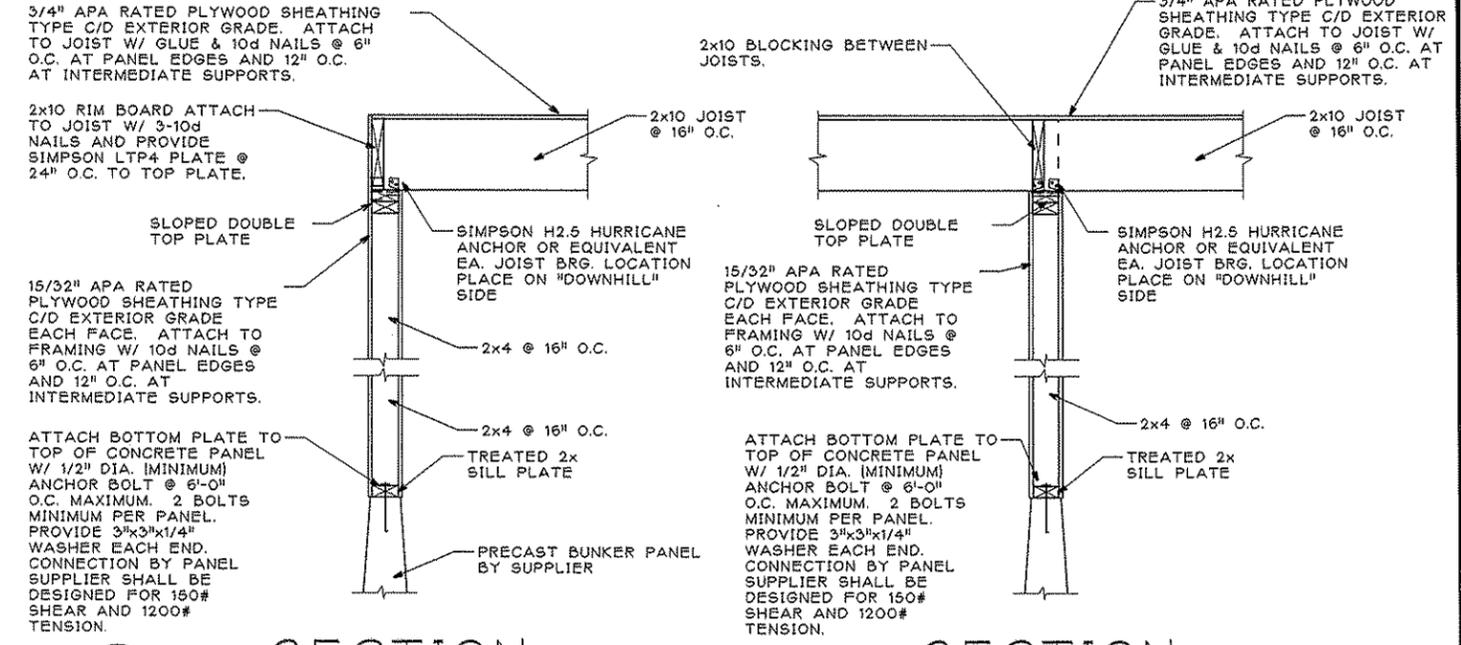
B. Dimension lumber

1. All lumber is to be grade stamped which is to contain grading agency, mill number or name, grade of lumber, species or species grouping or combination designation, rules under which graded, where applicable, and condition of seasoning at time of manufacture.
2. All lumber shall be seasoned to a moisture content of 19% or less, with the indication of "S-Dry" on the grade stamp.
3. Design assumes lumber is free of splits and checks and contractor will visually inspect during installation. All lumber shall be protected from the elements until it is used in construction.
4. All joists (greater than 2 x 8) shall be supported laterally at the ends and at each support by solid blocking except where ends of joists are nailed to a header, band or rim joist or to an adjoining stud. Solid blocking shall be not less than 2" nominal in thickness and the full depth of the joist. Spacing of bridging for joists shall not exceed 8'-0".
5. Wood joists shall bear on the full width of supporting members (stud walls, beams, etc.) U.N.O.
6. Sill plates and all other lumber in contact with concrete or within 18" of contacting soil, shall be pressure treated impregnated with waterborne preservative in accordance with the American Wood Preservative Bureau (AWPB) Standard LP-2.

2. Design Stresses
Structural Treated Lumber - #2 S. Pine or equal
Joists - #2 Hem Fir or equal
Wall Studs - Stud Grade or equal
3. DESIGN LOADS
Ground snow = 60 psf Roof snow load = 50 psf
Ce = 1.0, Ct = 1.2, I = 1.0
Wind 90 mph (3 second gust)
Exposure B, I = 1.0 GCp1 = +/- 0.18

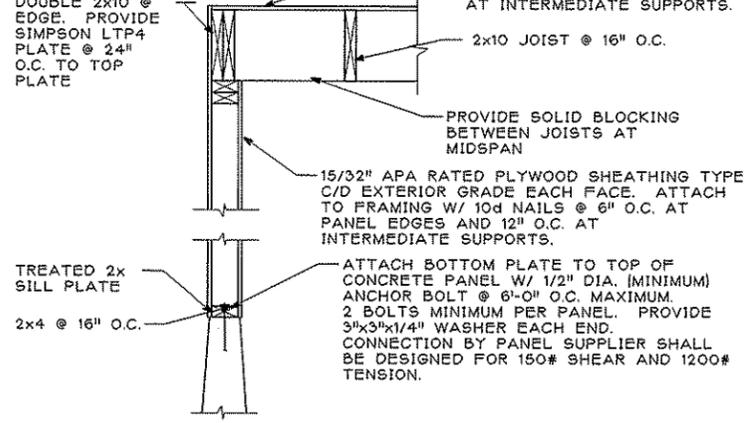
7. All connectors shall be either hot-dipped galvanized or G185 treated.
8. Minimum nailing to be in accordance with Table 2304.9.1 of IBC unless noted otherwise.
9. All plywood shall be installed per American Plywood Association standards, including using construction adhesive for fastening to floor joists. Provide ply clips at all joint locations in plywood (in lieu of tongue and groove edge) midway between supports where joint is not continuously supported.
10. Roof sheathing shall be 3/4" Type C-D, Exterior, APA Rated tongue and groove plywood or OSB with a 48/24 span rating, unless noted otherwise.
11. Fasten all roof, wall, and floor sheathing to framing members with minimum 10d nails at 6" o.c. at panel edges and at 12" o.c. at intermediate supports, unless shown otherwise.
12. Apply all floor and roof sheathing with long dimension perpendicular to framing and stagger joints.
13. All walls to have 2 x 4 studs @ 16" o.c. unless noted otherwise.

NOTE: PRIOR TO SETTING SILL PLATES, BUNKER PANEL INSTALLATION SHALL BE INSPECTED BY OWNER FOR ALIGNMENT AND LEVELING. 3/16" MAXIMUM.

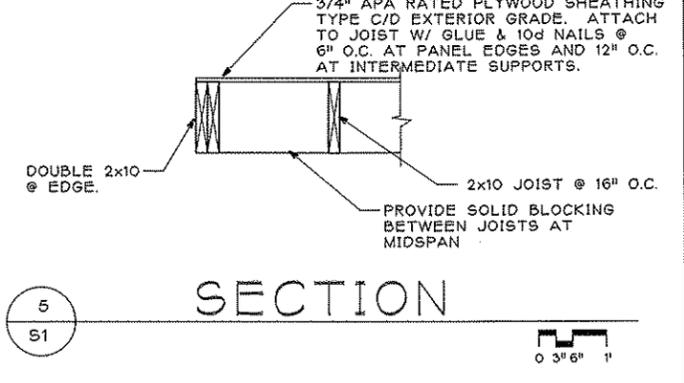


2 SECTION

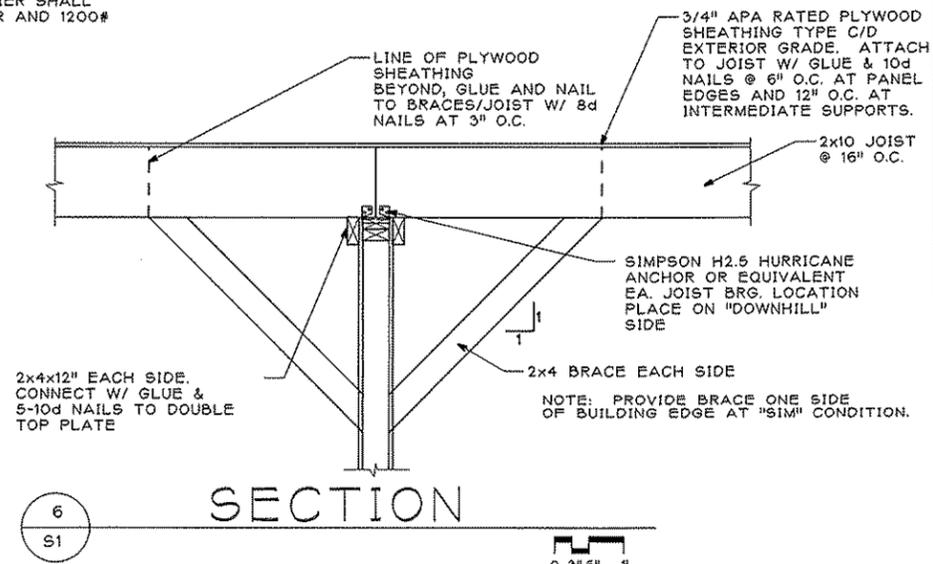
3 SECTION



4 SECTION



5 SECTION



6 SECTION

REVISION	DESCRIPTION	DATE

DATE 7-1-10
DRAWN BY VPJ
CHECKED BY VPJ
SIGNATURE V. Patrick Jeffrey
V. PATRICK JEFFREY

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE 7-1-10 REG. NO. 41317
SALT STORAGE BUILDING UPPER WALL AND ROOF FRAMING PLAN & DETAILS

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF MAINTENANCE
FACILITIES MANAGEMENT SERVICES
TRANSPORTATION BUILDING MS 715
ST. PAUL, MINNESOTA 55155-1099

SALT STORAGE BUILDING (340-4) BLDG. NO. 21123
CITY OF TAYLORS FALLS PUBLIC WORKS
TAYLORS FALLS, MINNESOTA
MNDOT PROJECT NO. 09-5470 IP_PWP:d1138597\340-3saltstor_S01.dgn

SECTION 00010 - INDEX TO SPECIFICATIONS

Division 0 - CONDITIONS OF THE CONTRACT – NOT USED

Division 1 - GENERAL REQUIREMENTS – NOT USED

Division 2 - SITE WORK

02010 Subsurface Investigation
02200 Earthwork

Division 3 - CONCRETE

03460 Precast Concrete Bunker Panels

Division 4 - MASONRY – NOT USED

Division 5 - METALS

05500 Metal Fabrications

Division 6 - WOOD AND PLASTIC – NOT USED

Division 7 - THERMAL AND MOISTURE PROTECTION – NOT USED

Division 8 - DOORS AND WINDOWS – NOT USED

Division 9 - FINISHES – NOT USED

Division 10 - SPECIALITIES – NOT USED

Division 11 - EQUIPMENT – NOT USED

Division 12 - FURNISHINGS – NOT USED

Division 13 - SPECIAL CONSTRUCTION

13135 Lean-To-Salt Storage Building

Division 14 - CONVEYING SYSTEMS – NOT USED

Division 15 – MECHANICAL – NOT USED

Division 16 - ELECTRICAL – NOT USED

SECTION 02010 - SUBSURFACE INVESTIGATION

PART ONE - GENERAL

1.1 SCOPE

- A. Conditions of the Contract, Division O and General Requirements, Division 1, govern work under this section.

1.2 SOIL BORING

- A. Soil Borings have NOT been taken.

1.3 SOIL BEARING CAPACITY

- A. Soil Bearing Capacity for project shall be 1500 psf - by Building Code minimum.

PART TWO - PRODUCT (N/A)

PART THREE - EXECUTION (N/A)

SECTION 02200 - EARTHWORK

PART ONE - GENERAL

1.1 SCOPE

- A. Conditions of the Contract, Division O and General Requirements, Division 1 shall govern work under this section.
- B. Furnish all labor, material and equipment necessary to do all earthwork indicated on the drawings and herein specified.

1.2 SITE CONDITIONS

- A. The contractor shall visit the site and examine and note all conditions as to character and extent of work involved. No extra compensation will be allowed for conditions visible by inspection or determinable by the construction documents or soil borings.

1.3 GOPHER STATE ONE CALL

- A. By law, all excavators must contact the Gopher State One Call System Notification Center 48 hours prior to excavating in the state of Minnesota.
 - 1. The telephone numbers to call are:
Outside the seven county metro (Twin Cities) area: 1-800-252-1166
Metro area: 651-454-0002

1.4 LAYOUT

- A. Layout of all work under this section shall be made by a licensed surveyor, or person acceptable to the City of Taylors Falls.
- B. Maintain all bench marks, control monuments and stakes, whether newly established by surveyor or previously existing. Protect from damage or dislocation.

1.5 EXISTING UTILITIES

- A. Where existing utilities not shown on the drawings are encountered, support, shore up, protect and immediately notify Mn/DOT and Architect/Engineer.

1.6 ADJACENT PROPERTY

- A. Restore any damage to adjacent properties, streets, landscape, and the like caused by operations of this section, all to original condition without additional cost to owner.

1.7 SLIT FENCE

- A. Furnish and install silt fence in accordance with Mn/DOT 3886 where indicated on site plan.

1.8 PROTECTION AND CLEANING

- A. Conduct work in a neat orderly manner without creating a nuisance.
- B. Do not allow dirt to accumulate on sidewalks, gutters or streets, nor shall any material be washed into sewers.

- C. Clean and sweep up any excess material daily that has accumulated in the vicinity of the site.

1.9 EXCAVATION SAFETY

- A. All excavations must comply with the requirements of O.S.H.A. 29 CFR, Part 1926, Subsection "Excavation and Trenches". This document states that excavation safety is the responsibility of the contractor.

1.10 PUMPING AND DRAINAGE

- A. Keep all excavations, pits, trenches, footing, etc., entirely free from water by pumping, trenching, or grading.
- B. When operations are interrupted by unfavorable weather conditions, prepare areas by grading and compaction to avoid ponding and erosion.

PART TWO - PRODUCTS

2.1 ENGINEERED FILL OR BACKFILL

- A. All engineered fill or backfill shall be clean coarse pit-run gravel approved by the soils laboratory from representative samples submitted by the contractor.
- B. The upper 6" of fill below slabs on grade shall be clean sand with less than 10% passing the 200 sieve.
- C. Aggregate base – conforming to Mn/DOT 3138 using class 5 aggregate.

PART THREE - EXECUTION

3.1 SOIL COMPACTION CONTROL

- A. Compaction
 1. Under structures, building slabs, aprons and pavement: All fill and backfill shall be placed in lifts not exceeding 9 inches in loose thickness and compacted with suitable mechanical equipment to at least 98 percent of maximum density obtained in accordance with ASTM D698, standard proctor method.
 2. Under unpaved areas: All fill and backfill shall be placed in lifts not exceeding 9 inches in loose thickness and compacted with suitable mechanical equipment to at least 90 percent of maximum density obtained in accordance with ASTM D698, standard proctor method.

3.2 EXCAVATING

- A. Excavate to elevations and dimensions indicated on drawing plus sufficient space to permit erection of forms. Protect the bottom of all excavations from freezing.
- B. After the above excavation has been completed, an inspection of the underlying soils shall be made by a soil engineer to determine if the soil bearing capacity meets recommendations of the soil report. This work shall be paid for by the Mn/DOT. If any additional excavating work is required to get down to a better soil bearing depth, the work will be under a supplemental agreement.
- C. Excavations shall be kept dry by pumping if standing water is present.

3.3 FILLING AND BACKFILLING

- A. Pit-run gravel containing less than 10% passing the #200 sieve, approved by the soils engineer, shall be used for fill or backfill. All areas to be filled or backfilled shall be free of debris.
- B. All slabs on grade or sidewalks, shall rest on a minimum of 6" of free draining granular fill.
- C. Any additional material required to complete earthwork shall be furnished by the contractor. Any excess material shall be hauled from the site and disposed of at contractor's expense. Any damage to the site beyond the construction limits shall be repaired by the contractor to original conditions.

SECTION 03460 - PRECAST CONCRETE BUNKER PANELS

PART ONE - GENERAL

1.1 SCOPE

- A. Conditions of the Contract, Division 0 and General Requirements, Division 1 govern work under this section.
 - 1. Subcontractors bidding this section shall refer to Section 00810; Special Provisions for Prevailing Wage Rate Requirements that apply to this project.
- B. Furnish and install all precast concrete bunker panels (solid concrete T-panels) as indicated on the drawings and hereinafter specified. Includes bunker panels, shipping, placement, installation of strap ties and base screw anchors.
- C. Work by others:
 - 1. Aggregate and granular pad base – Section 02200 - Earthwork.
 - 2. Bituminous and final grading around panels by Owner.

1.2 SUBMITTALS

- A. Submit shop drawings.
- B. Submit calculations certified by a professional engineer licensed in the state of Minnesota. Calculations shall include assumed load to panels, bolted connections, as well as overturning & sliding safety factors. Bunker panels shall be designed for 110 pcf design load.

PART TWO - PRODUCT

2.1 PRECAST CONCRETE BUNKER PANELS MATERIALS

- A. Acceptable Manufacturers
 - 1. Hanson Silo Company
 - 2. Wieser Concrete Products, Inc.
 - 3. Crest Precast, Inc.
 - 4. Approved Manufacturers
- B. Material
 - 1. Units shall conform to size, layout and jointing as detailed on the construction drawings. Units shall be neat, straight and precisely formed in the best possible manner. Concrete shall have a minimum compressive stress of 5,500 psi, air entraining 5%, allowable slump 2". Cement shall be type 3A. Provide recesses in panels for screw anchor top plate placement typical at each end of panel, inside leg.
 - 2. Reinforcing layout shall be per manufacturers standard detail or approved equivalent. Panels shall be provided with bent rod lifting hooks for installation maneuverability.

3. Admixtures - Provide corrosion inhibitor admixture to concrete panel mix. Corrosion inhibitor shall be General Resource Technology – Polychem CI or approved equivalent.

Corrosion inhibitor admixture shall be mixed at a ratio of 4 gallons per cubic yard of concrete.

C. Anchorage

1. Connector straps, anchors, etc. shall be galvanized - Provide the necessary anchors, anchor slots, lift hooks or holes, bolts, etc. as required for installation.

PART THREE - EXECUTION

3.1 PREPARATION

- A. General Contractor shall coordinate delivery and erection of precast bunker panels, provide clear site, provide and maintain access roads to allow crane and trucks to reach work area under their own power.
- B. Care shall be taken to protect the work and material of other trades during installation of the bunker panels.

3.2 INSTALLATION

- A. Precast bunker panels shall be installed according to drawings and details by workmen experienced in bunker panel erection.
- B. Units shall be erected tight and at right angles to bearing surfaces unless shown otherwise. Align and level precast concrete bunker panels using granular fill.
- C. Where connector plate inserts are required, precast bunker panel supplier shall cast connectors into slab per manufacturer standard detail.
- D. Caulking Joints - Clean joints. Caulk joints between units using silicone caulk as manufactured by G. E., DOW or approved equivalent.
- E. All required openings in the precast bunker panels are as indicated on drawings (screw anchor placement). The precast concrete bunker panel supplier shall be responsible to coordinate location of all required openings for screw anchors.
- F. After erection and caulking is completed the General Contractor will be responsible for the protection of the bunker panels.

SECTION 05500 - METAL FABRICATIONS

PART ONE- GENERAL

1.1 SCOPE

- A. Conditions of the Contract, Division 0 and General Requirements, Division 1 govern work under this section.
 - 1. Subcontractors bidding this section shall refer to Section 00810; Special Provisions for Prevailing Wage Rate Requirements that apply to this project.
- B. Furnish, fabricate, deliver to site and erect all miscellaneous metal items as shown on the drawings and hereinafter specified.
- C. Items included but are not limited to the following:
 - 1. Bollards

1.2 QUALITY ASSURANCE

- A. All miscellaneous metal items shall be designed, fabricated and installed in compliance with the Minnesota State Building Code.

1.3 SUBMITTALS

- A. Shop drawings in accordance with Section 01 3300.
- B. Shop drawings shall include large scale details of items of miscellaneous metals showing proposed methods of anchorage to surrounding structure. Each piece shall be marked plainly with suitable erection marks, which shall also be shown on the shop drawings.

PART TWO - PRODUCTS

2.1 MATERIAL

- A. Steel for miscellaneous framing and non-structural purpose - ASTM A-36, unless otherwise indicated on the drawings.

PART THREE - EXECUTION

3.1 WORKMANSHIP

- A. Work shall be made and erected square, plumb, straight, and true, accurately fitted and with tight joints and intersections, with sharp lines and angles and smooth surfaces.
- B. All work shall conform to the applicable provisions of the AISC and AWS.
- C. Welds shall be finished flush and smooth on surfaces that will be exposed after installation.

3.2 ERECTION AND FASTENING

- A. Deliver to concrete trades for building into concrete all items which are to be built into the work. Pieces requiring any field assembly shall be assembled complete under the work of this section. All work shall be installed level or plumb and in correct line.
- B. Bolts and other fasteners shall have spacings adequate to withstand all loads and stresses which may be applied to the fastening. Thru-bolts shall be used where possible and where not exposed in finished area. All fasteners, sleeves and bolts to be set in concrete or masonry for the support of miscellaneous metal, unless otherwise noted shall be furnished by this contractor, however; the setting will be done by the concrete and masonry contractor.

3.3 SHOP FINISHES

- A. Preparation - All miscellaneous metal surfaces shall be thoroughly cleaned and free of loose mill scale, rust, dirt, weld flux, weld splatter and other foreign mater, before painting.
- B. Galvanizing – hot dip galvanize items as indicated to comply with ASTM A123 for galvanized steel products.

SECTION 13135 – LEAN-TO SALT STORAGE BUILDING

PART ONE - GENERAL

1.1 SCOPE

- A. Conditions of the Contract, Division 0 and General Requirements, Division 1 govern work under this section.
- B. Furnish and install Salt Storage Building as indicated on Drawings A2 and S1 and herein specified:

1.2 SUBMITTALS

- A. Submit shop drawings in accordance with Section 01300.
- B. Shop drawings shall designate all material, sizes of members, bill of material, etc. and their respective location on the shop drawing necessary to construct the building.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery of Materials: Immediately upon delivery to site, place materials in area protected from weather. Protect materials from breaking and damaging surfaces while unloading.
- B. Storage of Materials:
 - 1. Store materials a minimum of 6" above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation and ventilation.
 - 2. Storing Seasoned Materials: Do not store seasoned materials in wet or damp portions of the site.
 - 3. Storage of preservative Treated Wood Members: Do not allow treated wood lumber to get wet in storage. Protect roof lumber from elements until sheet metal is applied.
 - 4. Metal panels and accessories stored outside shall be stacked in a dry area off the ground. Protect with canvas or waterproof paper. If plastic is used, do not cover airtight. Any damaged metal will be rejected by the owner and removed from the site by the contractor.

1.4 GUARANTEE

- A. Building shall be guaranteed for one (1) year from the date it is accepted by the Owner.

PART TWO - PRODUCT

2.1 BUILDING DESIGN LOADS

- A. Furnish materials for a building capable of supporting a 42 psf ~~or 50 psf~~ snow load on the roof, a 20 psf wind load to withstand horizontal and uplift pressures, and a 10 psf dead load.

2.2 EARTHWORK

- A. Site will be prepared by Owner to a grade of 6" below finish floor.

2.3 CONCRETE

- A. Concrete installed under this section shall meet all requirements of Sections 03100, 03200, 03300, and 03460 of this specification.

2.4 ROUGH CARPENTRY

A. Wood Members:

1. Roof joists, rims and wall girts shall be any #2 grade commercial softwood species.
2. Wall Studs shall be stud grade SPF.
3. Plywood: Conform to product Standard PS-1-74, with American Plywood Association (APA grade marking). All plywood used in this project shall not contain urea formaldehyde. Grades and type shall be as indicated on the drawings or specified herein.
Roof and wall sheathing: C-D Exterior Grade APA with a minimum span rating of 24/16.
 - a. Thickness 3/4", unless otherwise noted in structural notes for roof.
 - b. Thickness 15/32", unless noted otherwise in structural notes for wall.

B. Preservative Treatment:

1. All treated plates shall be treated with ACQ in accordance with Mn/DOT Standard Specification for Construction, Mn/DOT 3491.

C. Fasteners and Anchors:

1. All spikes, nails, bolts, washers, nuts and hangers shall be galvanized in accordance with Federal Specification FF-N-105a.

2.5 METAL ROOF, WALL PANELS AND TRIM

- A. Preformed roofing shall be R-Panel 1-1/4" rib height, 26 gauge, 36" wide as manufactured by Metal Sales Manufacturing Corps. or equivalent. Color selected by Owner.
- B. Preformed siding shall be Pro Panel II, 5/8" rib height, 9" on center, 29 gauge, 36" wide as manufactured by Metal Sales Manufacturing Corp. or equivalent. Color selected by Owner.

2.6 BIRD NETTING

- A. Provide bird netting at entire underside of roof framing.
- B. Product: 'Bird-B-Gone Inc.' 3/4" heavy duty 12/6 'Bird Net 2000' or equivalent.
- C. Provide wood backing at all splice points falling between framing materials.
- D. Provide fasteners per manufacturer instructions/recommendations.

PART THREE - EXECUTION

3.1 INSTALLATION - WOOD FRAMING

A. Selection of Lumber Members:

1. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing, and will allow making of proper connections.
2. Cut out and discard defects which render a piece unable to serve its intended function.
3. Lumber may be rejected by the Owner, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus or mold, as well as for improper cutting and fitting.

B. Joining and Assembling Members:

1. Produce joints which are tight, true and well anchored, with members assembled in accordance with the drawings.
2. Wood members shall be accurately installed; square, true to required levels and lines and adequately fastened and anchored to produce a sturdy, rigid assembly of sufficient strength to support loads imposed.

C. Nailing:

1. Use common wire galvanized nails or spikes of adequate size and length to adequately anchor or secure wood members to one another.
2. Nail without splitting wood.
3. Pre-bore as required.
4. Remove split members and replace with members meeting specified requirements.

D. Bolting:

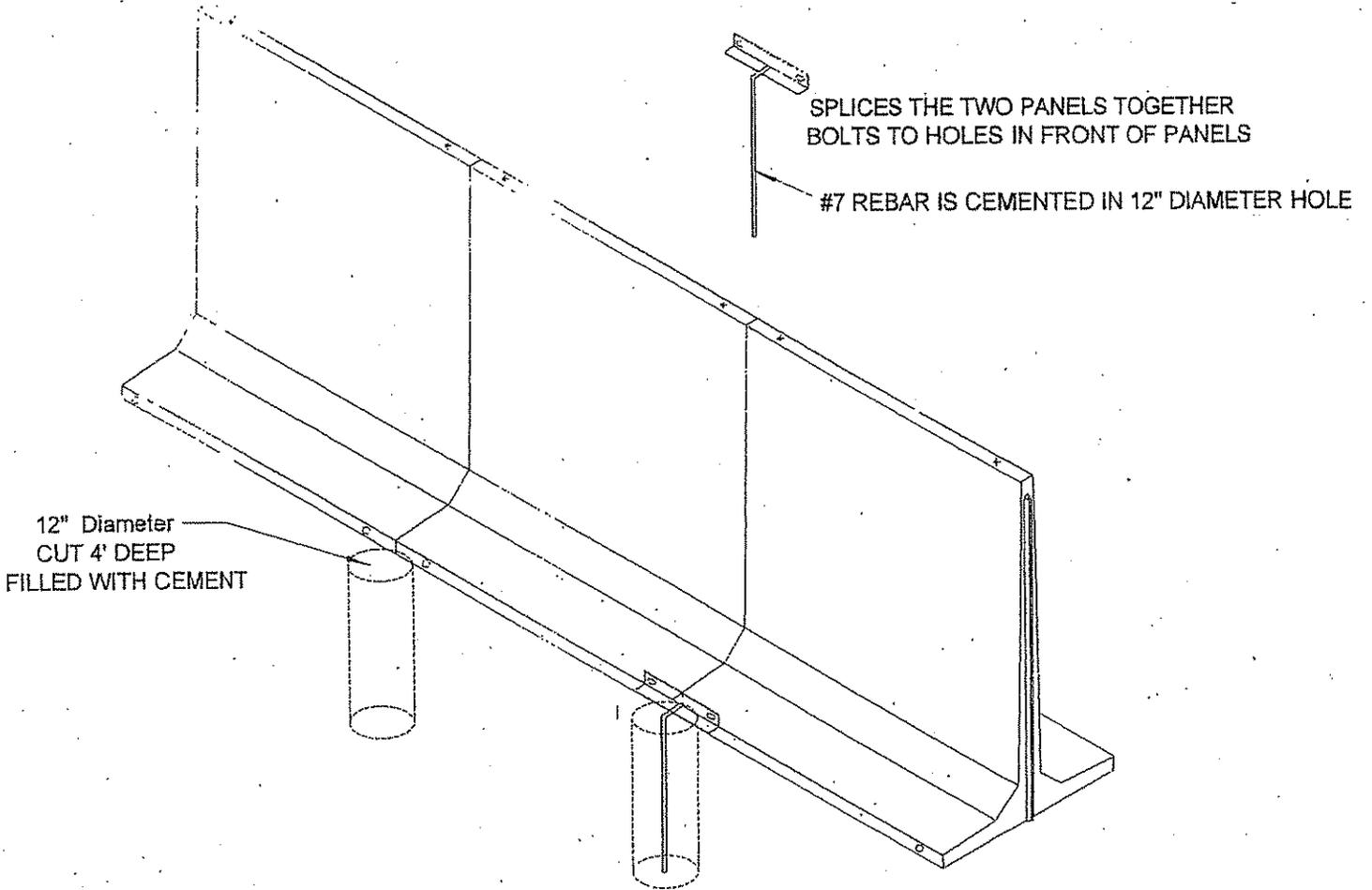
1. Drill holes 1/16" larger in diameter than bolts being used.
2. Drill straight and true from one side only.
3. Do not bear bolt threads on wood, but use washers under head and nut where both bear on wood and use washers under all nuts.

3.2 INSTALLATION - METAL PANELS

- A. Apply wall panels in one continuous length from roof line to base flashing. Roof panels may contain one splice per slope. All side laps and end laps at splices shall be caulked watertight with caulk as recommended by the manufacturer of the roof panels. Screw roof panels to sheathing with 1½" long prefinished metal screws with neoprene washers spaced and installed as recommended by the manufacturer. Provide stitch screws at all 1½" side laps at roof panels.

3.3 INSTALLATION – BIRD NETTING

- A. Install Bird Net as recommended by the manufacturer. Bird net shall fit the area to be protected so pest birds cannot enter the protected area, and so the netting blends perfectly with the architecture.



VIEW ASSEMBLED

**BUNKER PANEL ANCHORING IS REQUIRED.
ALTERNATE ANCHORING SYSTEM SHALL BE
AS DESIGNED BY MANUFACTURER (TYP.)
SUPPLIER SHALL SUBMIT CERTIFIED CALC-
ULATIONS FOR ANCHORAGE AND BUNKER
PANEL DESIGN - PER SPECIFICATIONS**



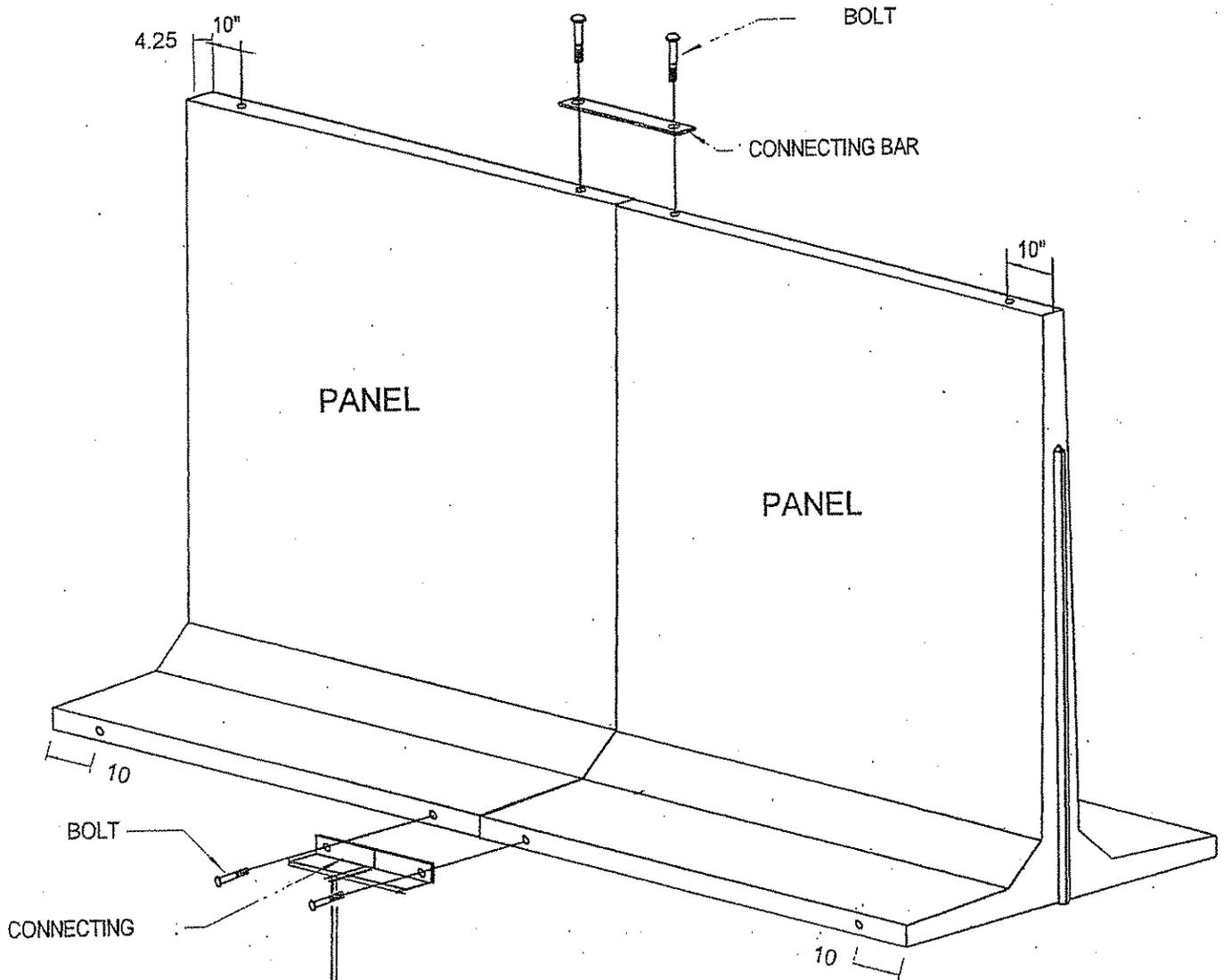
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF MAINTENANCE

FACILITIES MANAGEMENT SERVICES
TRANSPORTATION BUILDING MS 715
ST. PAUL, MINNESOTA 55155-1899

**SALT STORAGE BUILDING
TYPICAL BUNKER PANEL DETAILS**

SHEET

1



T PANEL MOUNTING

PANELS MOUNT TOGETHER WITH CONNECTING BAR AND 3/4" BOLTS



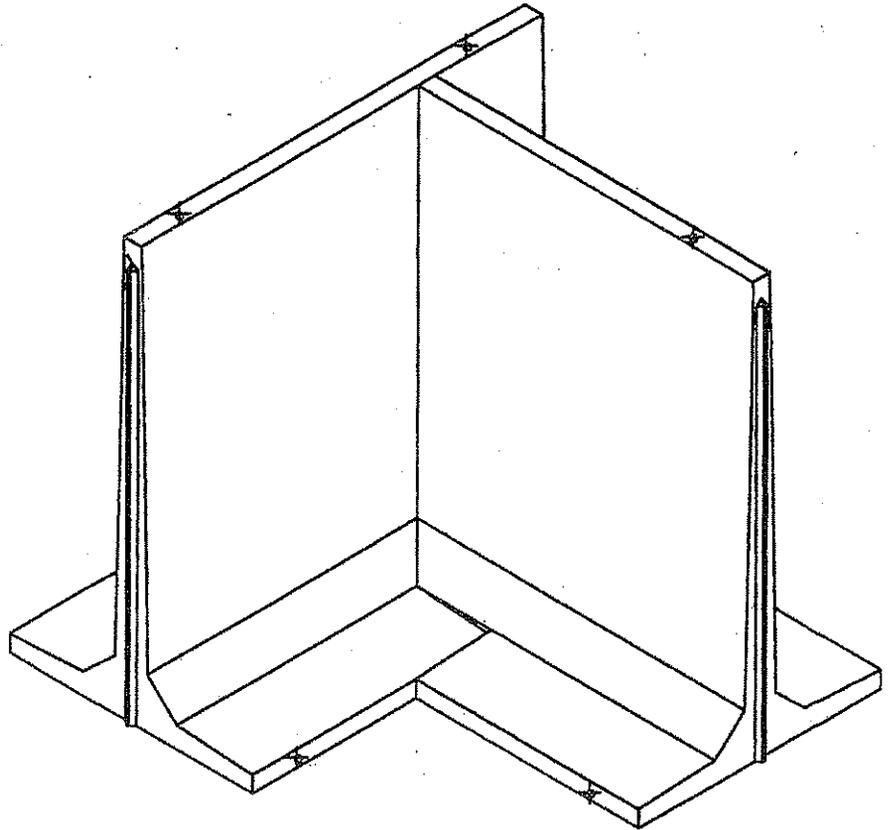
STATE OF MINNESOTA
 DEPARTMENT OF TRANSPORTATION
 OFFICE OF MAINTENANCE
 FACILITIES MANAGEMENT SERVICES
 TRANSPORTATION BUILDING MS 715
 ST. PAUL, MINNESOTA 55155-1899

SALT STORAGE BUILDING
 TYPICAL BUNKER PANEL DETAILS

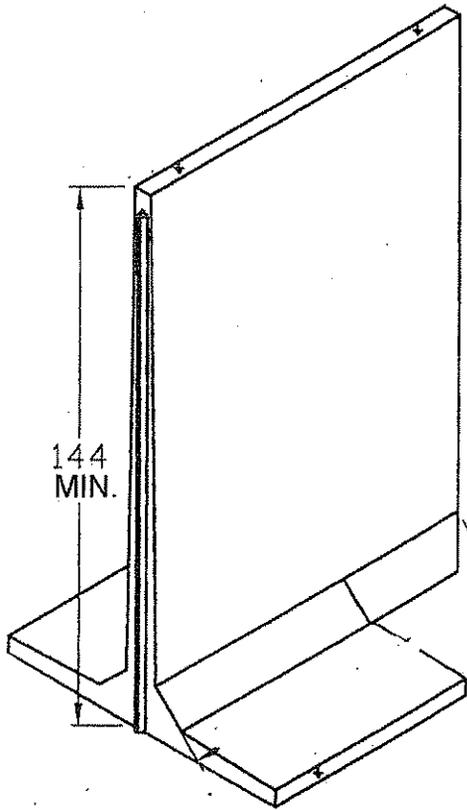
SHEET

2

TRANSITION PANEL



VIEW ADJOINING TRANSITION PANELS



12' TRANSITION PANEL



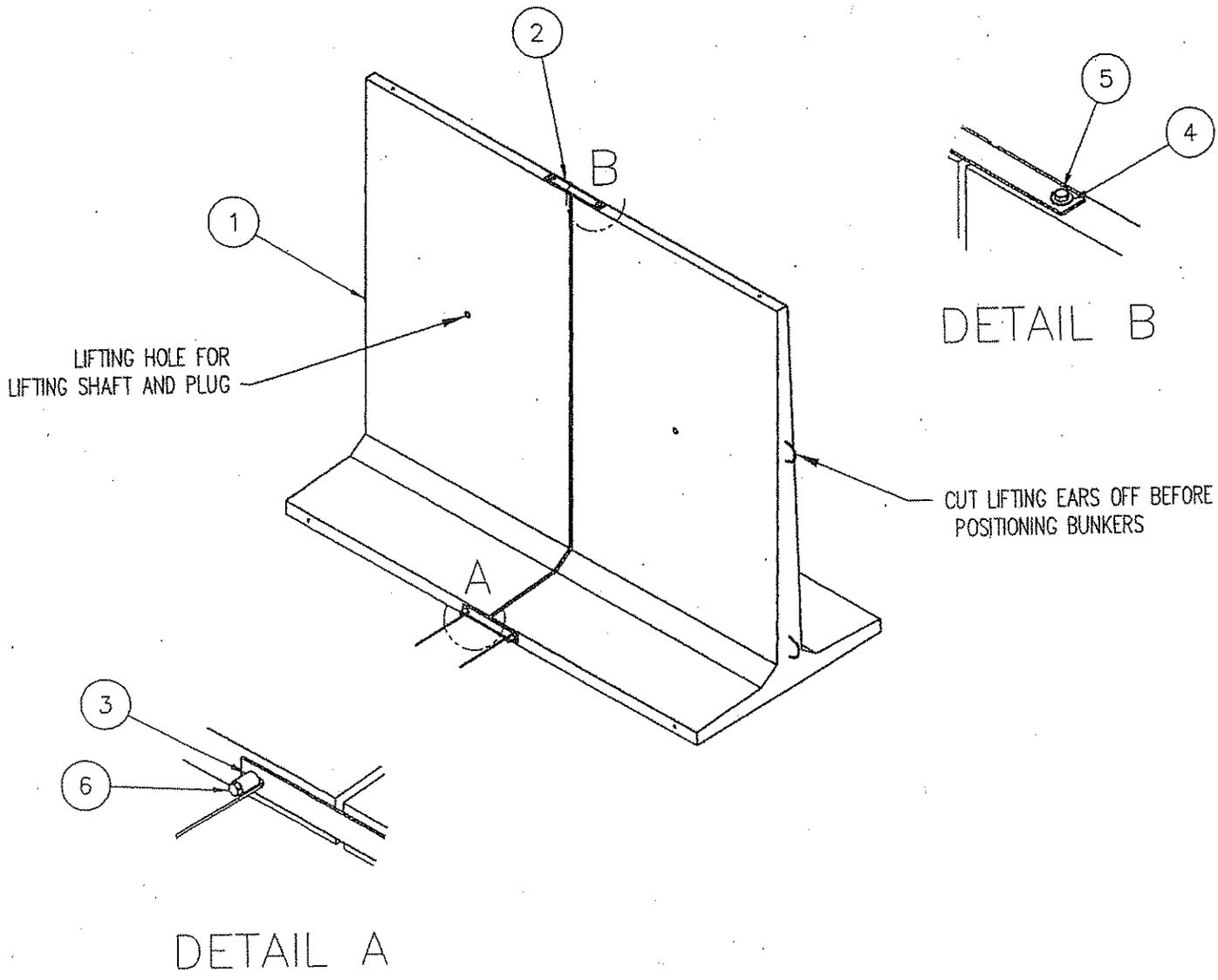
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF MAINTENANCE
FACILITIES MANAGEMENT SERVICES
TRANSPORTATION BUILDING MS 715
ST. PAUL, MINNESOTA 55155-1899

SALT STORAGE BUILDING
TYPICAL BUNKER PANEL DETAILS

SHEET

3

"T" BUNKER INSTALLATION



6	2	B919HC5P	3/4 X 3 1/4 HH NC BLT G5P
5	4	B906HC5P	3/4 X 1 3/4 HH NC BLT G5P
4	4	W9FP	3/4 FLAT WASHER P
3	2	15007	REBAR & BUSHING WLDT
2	3	15055	CONNECTOR BAR
1	2	15027	12' T BUNKER
ITEM	QTY	PN	DESCRIPTION

PUBLIC WORKS ADDITION

TAYLORS FALLS, MN

BUILDING SUMMARY

BUILDING - SF/ FLOOR	
EXISTING BUILDING	8,200 SQ. FT.
GROUP 5-2	
BUILDING ADDITION	1,300 SQ. FT.
GROUP 5-2	
TOTAL	9,500 SQ. FT.

COVER SHEET

A000 TITLE SHEET

ARCHITECTURAL

A11 SITE PLAN
A21 FLOOR PLAN
A31 ELEVATIONS
A41 BUILDING SECTIONS
HEATING, PLUMBING, ELECTRICAL AND LIGHTING PLANS

CODE REVIEW DONE UNDER

2006 INTERNATIONAL BUILDING CODE
2007 MINNESOTA STATE BUILDING CODE
2007 CHAPTER 1341 MINNESOTA ACCESSIBILITY CODE
2003 ICC/ANSI A117.1

OCCUPANCY TYPE

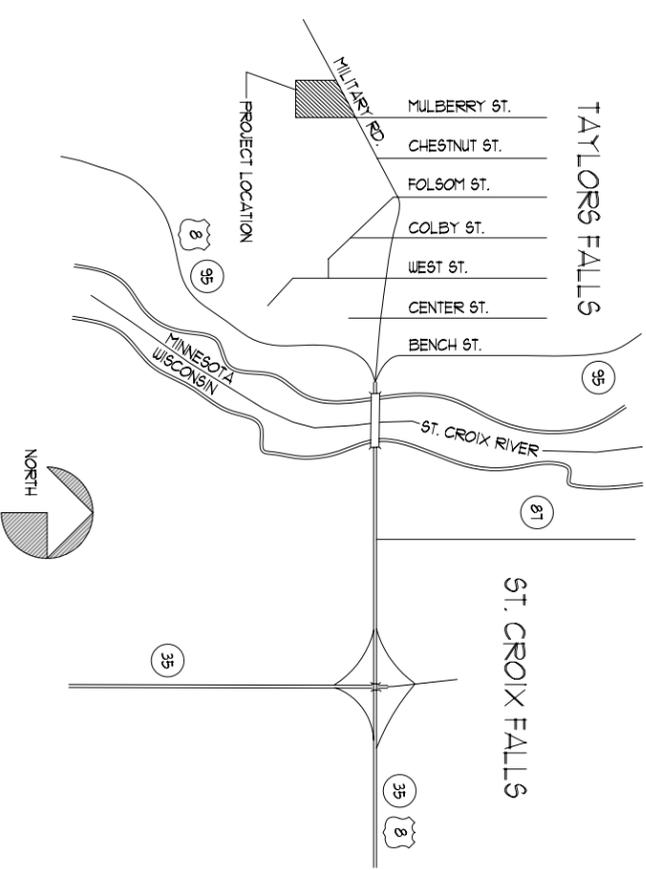
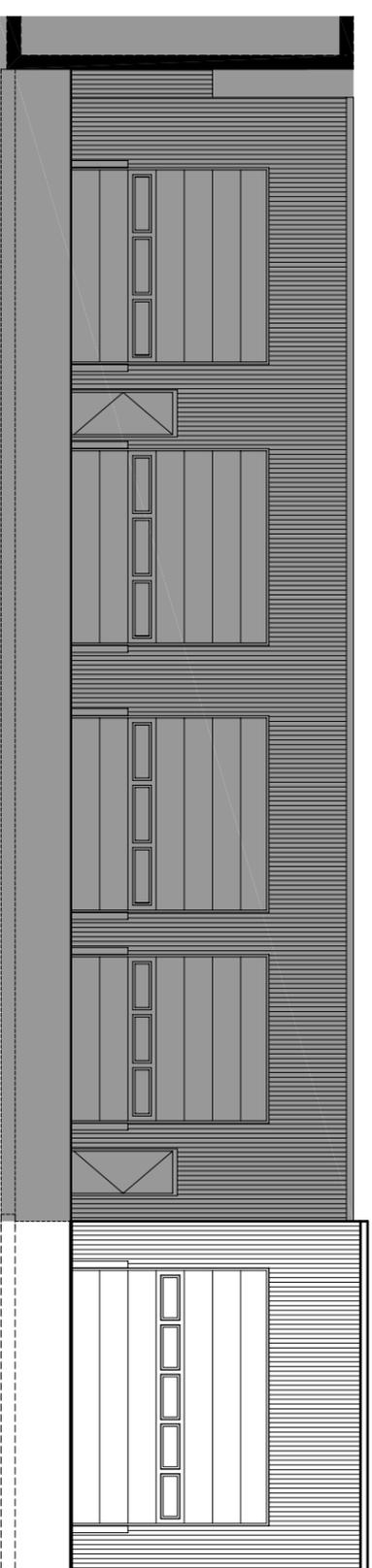
5-2 EXISTING BUILDING
5-2 BUILDING ADDITION

CONSTRUCTION TYPE

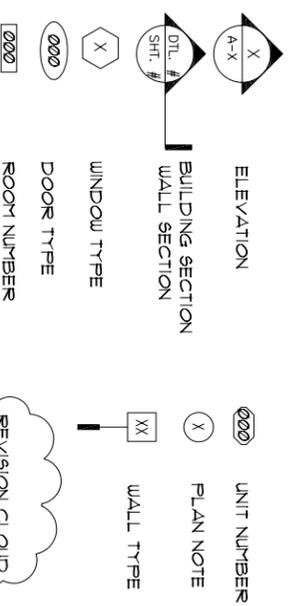
V-B

ALLOWABLE HEIGHT & AREAS

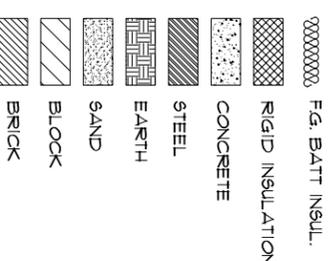
5-2 2 STORES, 13,500 SQ. FT.
(GROUP 5-2)
13,500 ALLOWABLE SQ. FT. > 9,500 SQ. FT.



SYMBOL KEY



MATERIAL KEY



PUBLIC WORKS ADDITION

TAYLORS FALLS, MN

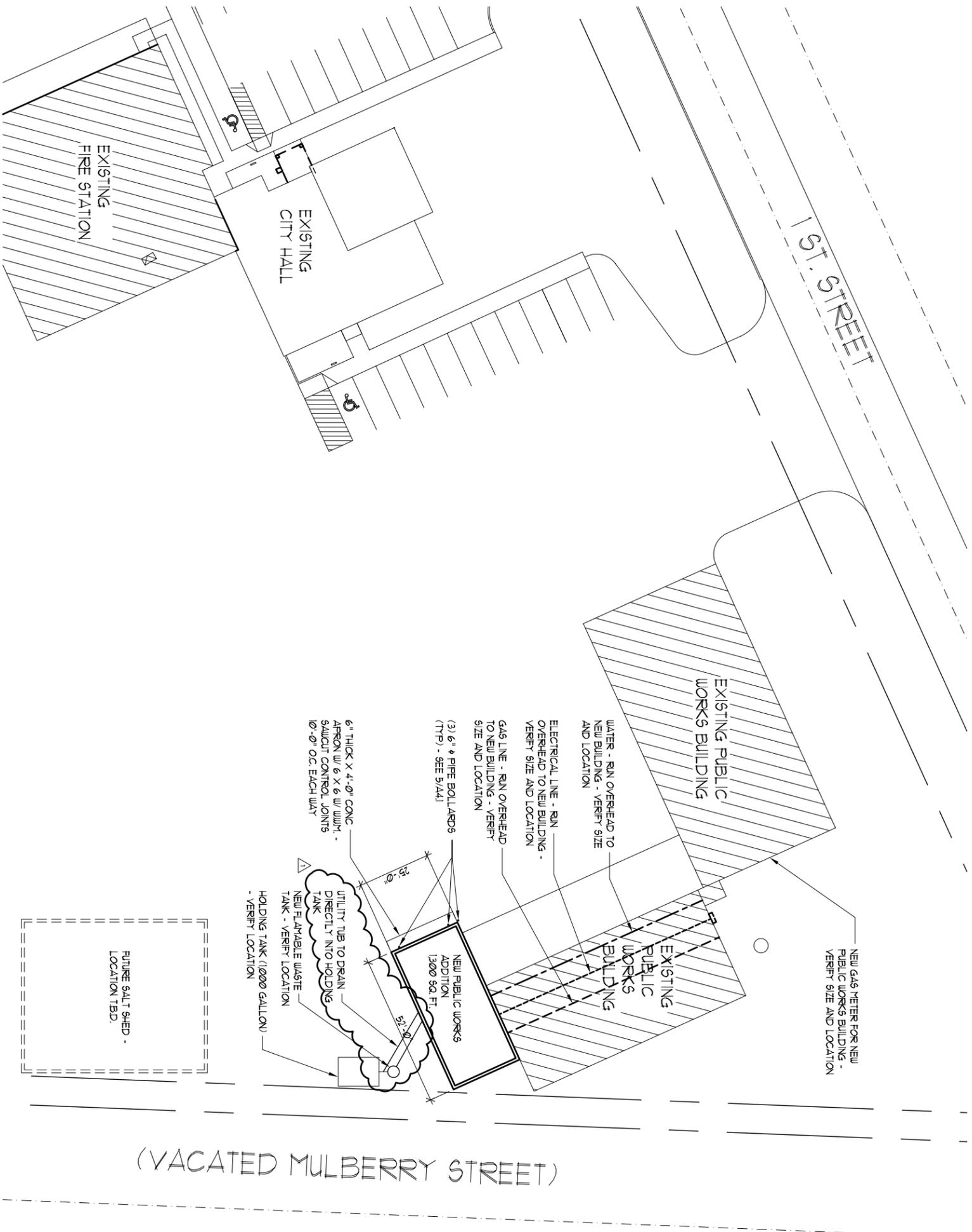
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PROJECT # 03-XXX

TITLE SHEET

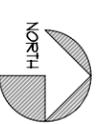
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DONALD BAKER
06-18-10 9861
DATE REG. NO.

DBA architects
7300 HUDSON BLVD. N., SUITE 230
OAKDALE, MN 55128 PH(651)714-8115 FAX (651)735-1228
www.dbaarchitects.com



1 SITE PLAN

SCALE: 1" = 20'-0" @ 24 X 36
SCALE: 1" = 40'-0" @ 11 X 17



PUBLIC WORKS ADDITION

TAYLORS FALLS, MN

A1.1

PROJECT # 03-XXX

SITE PLAN

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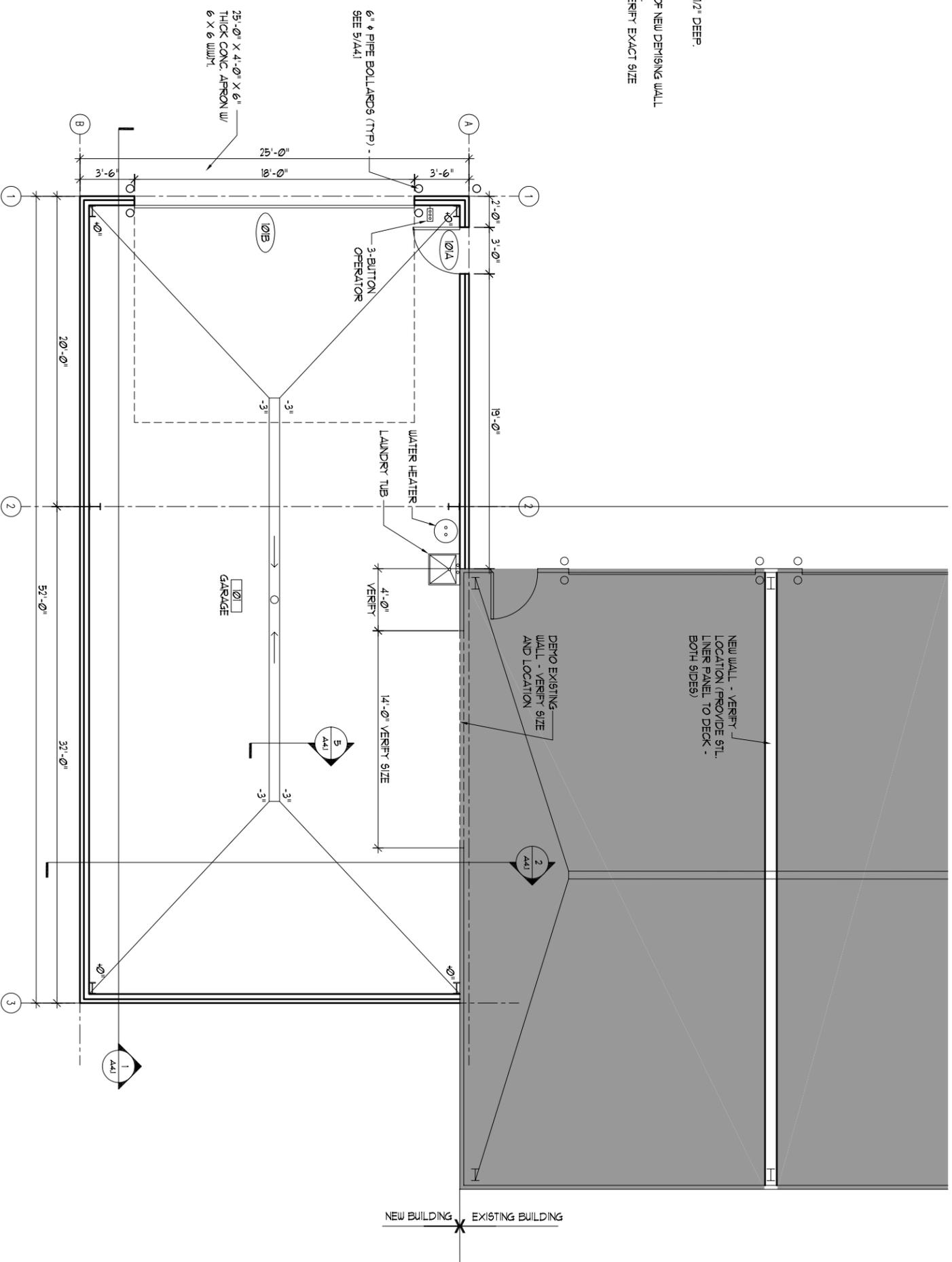
DOOR & FRAME SCHEDULE

DOOR		FRAME		HDLR GROUP	FIRE LABEL	REMARKS
NO.	MATL.	SIZE/LEAF	SIZE			
Ø1A	H/1	3'-0" W x 7'-0" H	3'-4" W x 7'-2" H	A	NONE	GALVANIZED DOOR & FRAME
Ø1B	O.H. INS. MTL.	18'-0" W x 14'-0" H	2" W	-	NONE	VISION LIGHTS / 3 BUTTON OPERATOR

HARDWARE

- A 1/2" PR. B.B. HINGES
- I CLOSER
- I LEVER LOCKSET
- I STRIKE COVER PLATE
- I WEATHER STRIP
- I THRESHOLD
- I SWEEP
- I STOP

- GENERAL NOTES:
1. SAW CUT FLOOR CONTROL JOINTS 10'-0" MAX X 1 1/2" DEEP.
 2. CHALK SAW CUT CONTROL JOINTS IN FLOOR.
 3. ADD NEW DEMISING WALL IN EXISTING BUILDING.
 4. INSTALL PRE-FIN METAL (WHITE) ON BOTH SIDES OF NEW DEMISING WALL.
 5. PROVIDE WALL MOUNTED FIRE EXTINGUISHER - VERIFY EXACT SIZE AND LOCATION.



FLOOR PLAN

SCALE: 1/4" = 1'-0" @ 24 X 36
SCALE: 1/8" = 1'-0" @ 11 X 17

SCALE IN FEET
0 2 4 8



PUBLIC WORKS ADDITION

TAYLORS FALLS, MN

A2.1

PROJECT # 03-XXX

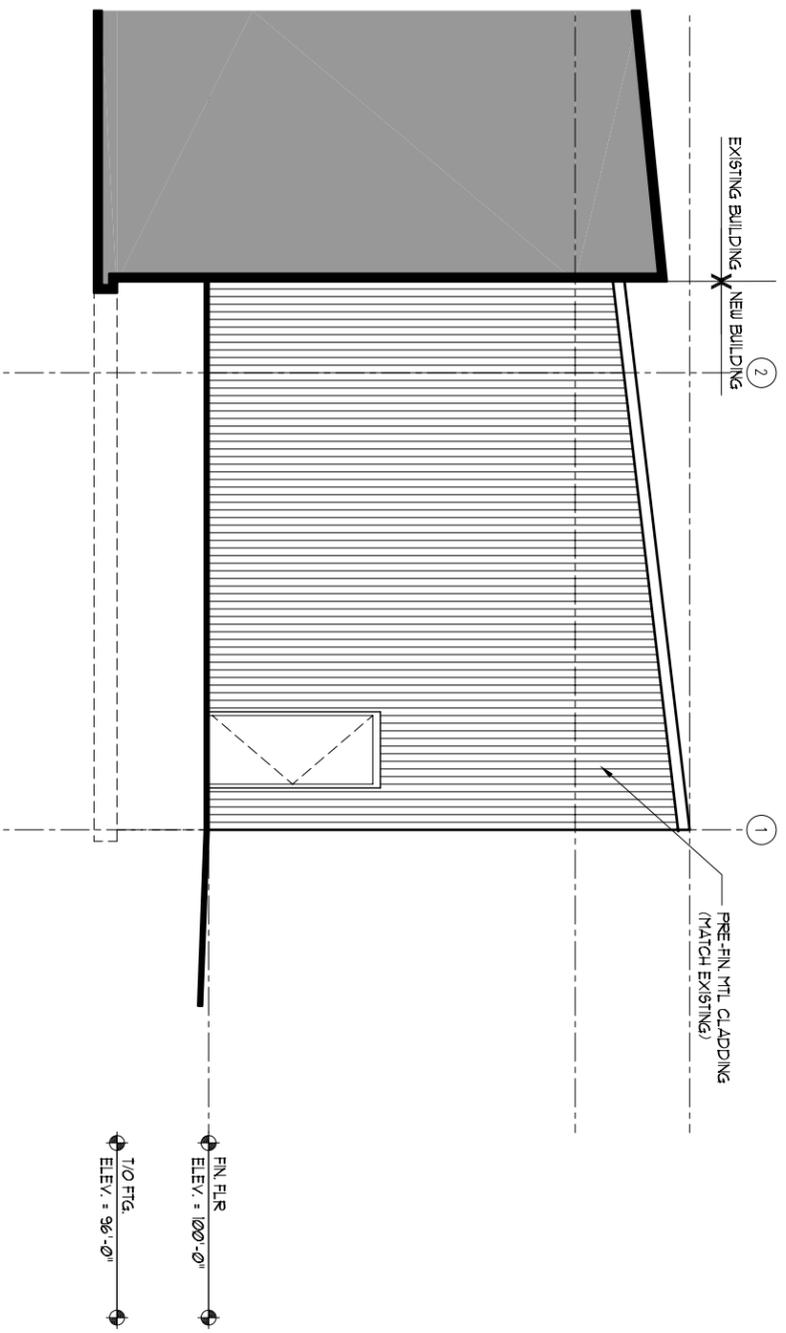
FLOOR PLAN

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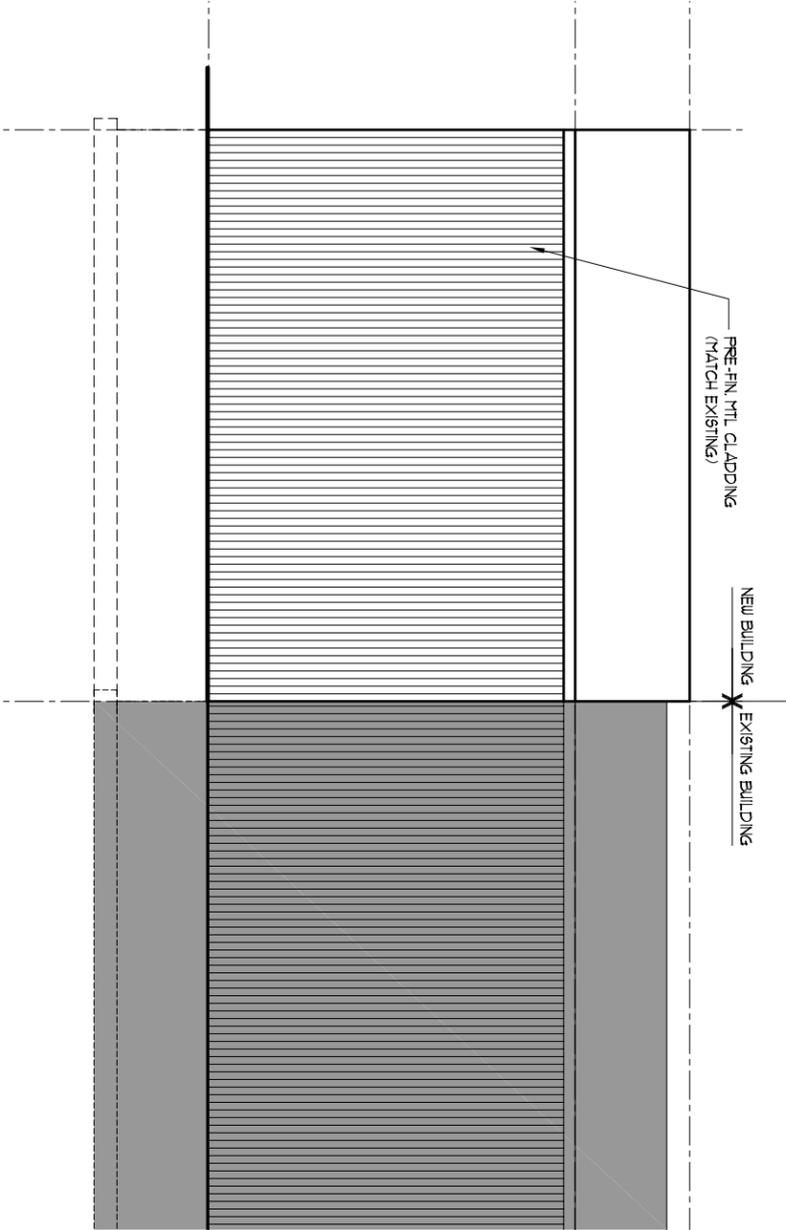
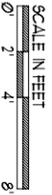


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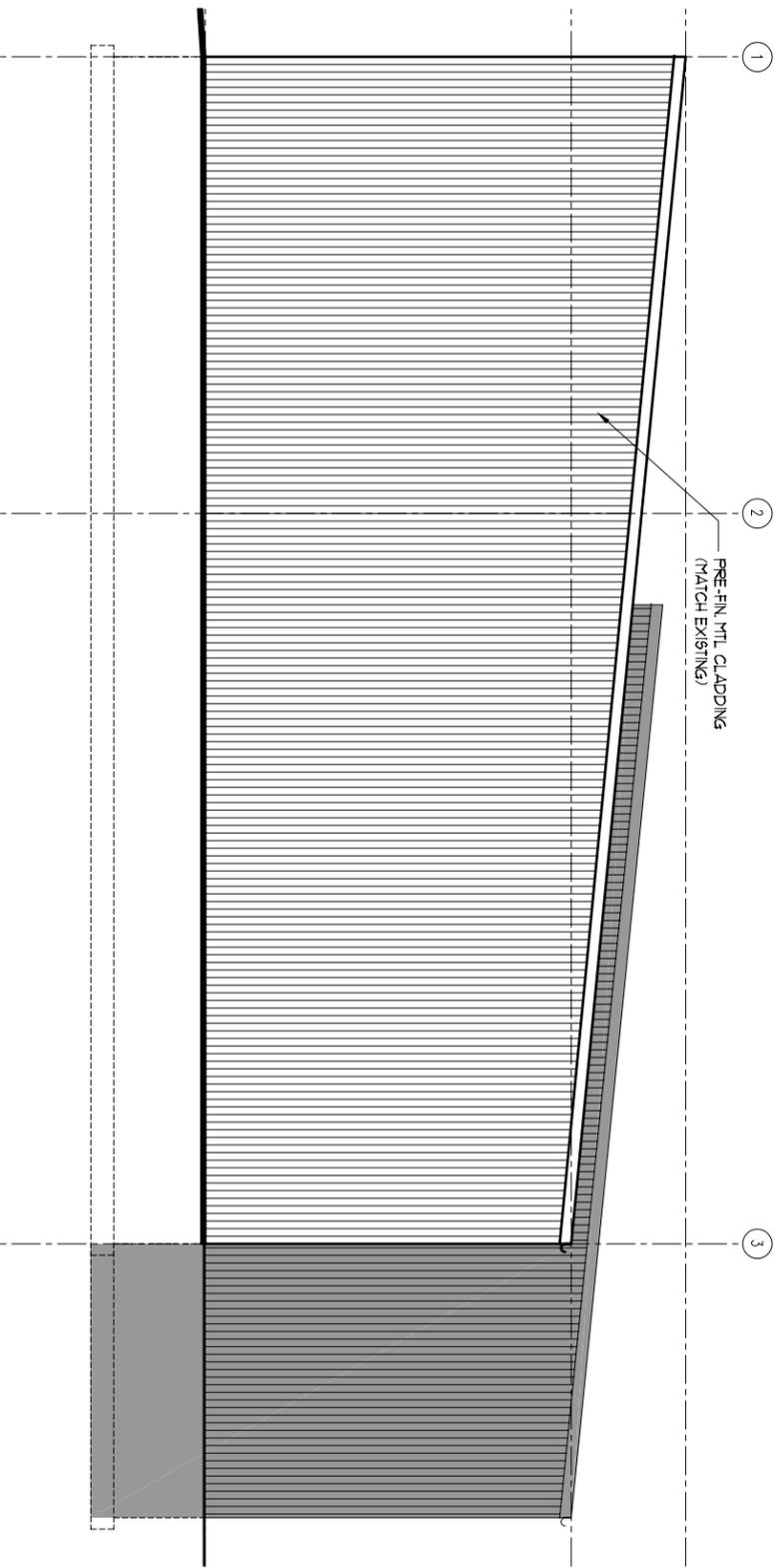
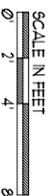
1 NORTH ELEVATION

SCALE: 1/4" = 1'-0" @ 24 X 36
SCALE: 1/8" = 1'-0" @ 11 X 17



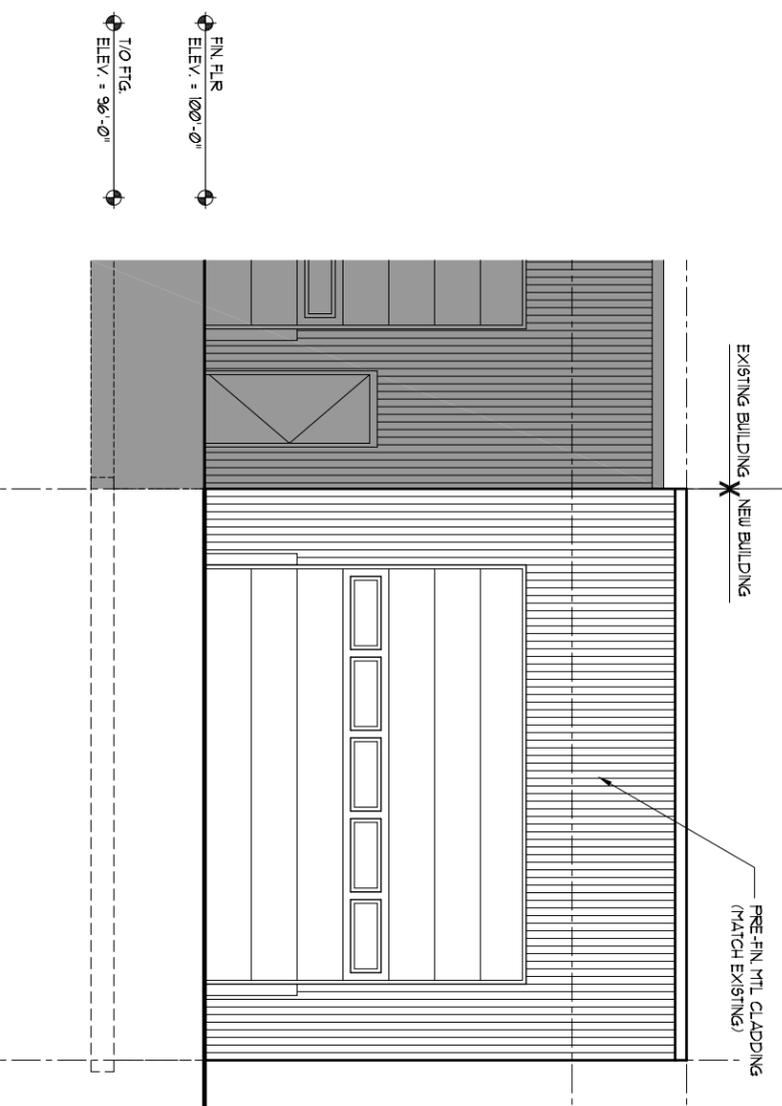
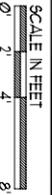
1 EAST ELEVATION

SCALE: 1/4" = 1'-0" @ 24 X 36
SCALE: 1/8" = 1'-0" @ 11 X 17



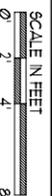
1 SOUTH ELEVATION

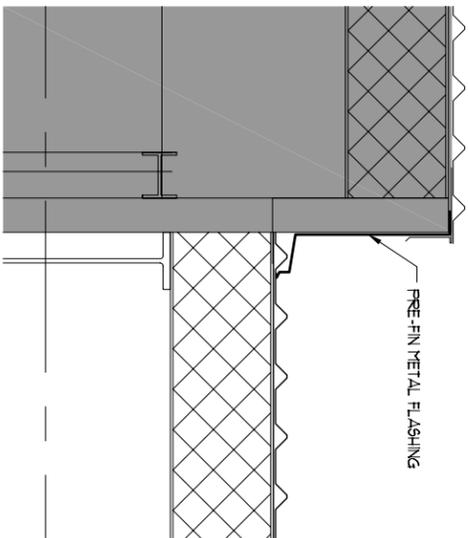
SCALE: 1/4" = 1'-0" @ 24 X 36
SCALE: 1/8" = 1'-0" @ 11 X 17



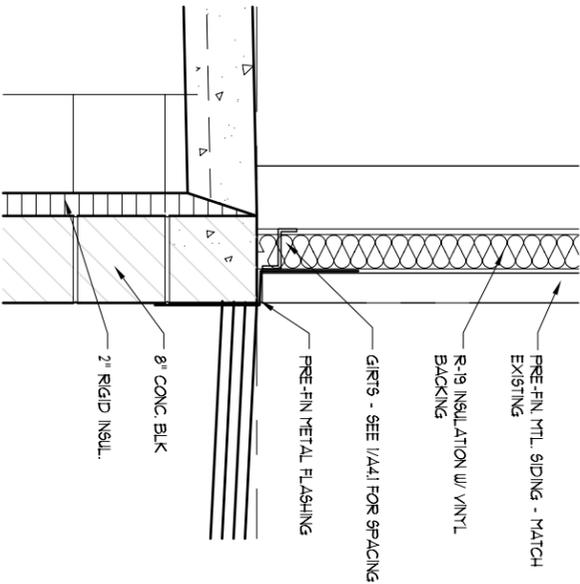
1 WEST ELEVATION

SCALE: 1/4" = 1'-0" @ 24 X 36
SCALE: 1/8" = 1'-0" @ 11 X 17

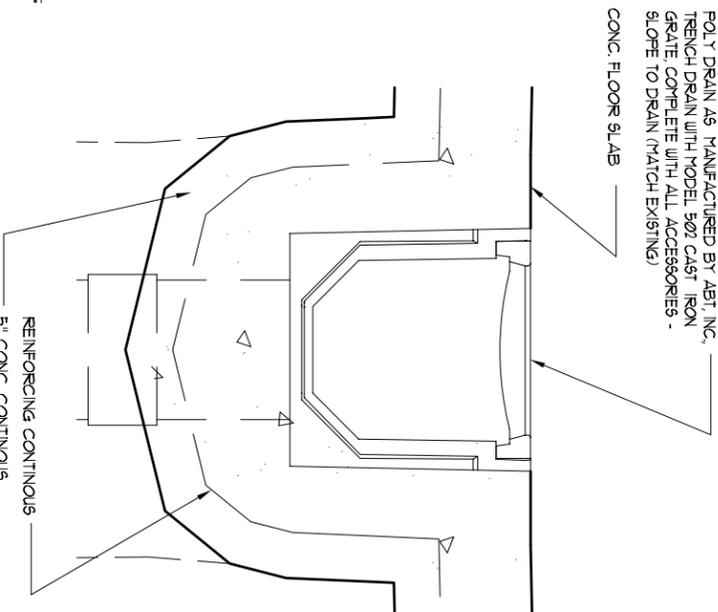




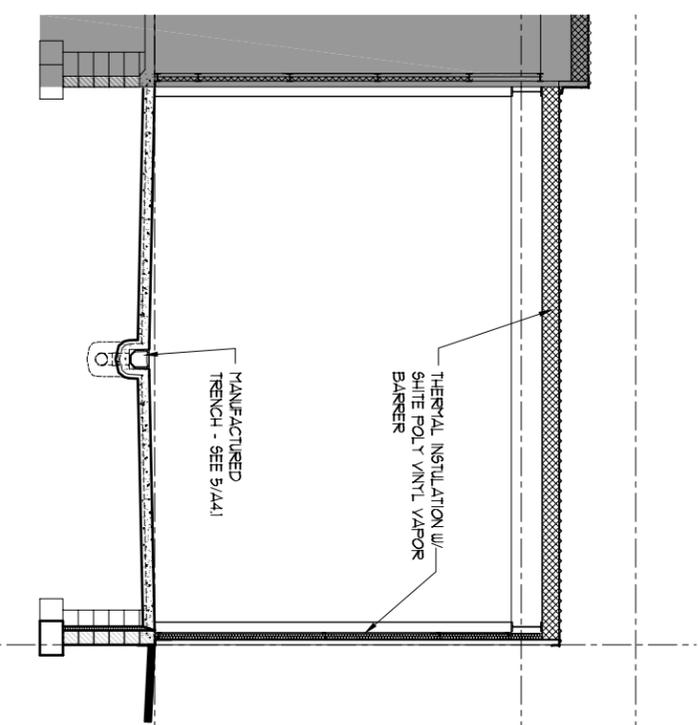
6 ROOF DETAIL @ EXISTING BLDG
 SCALE: 1/12" = 1'-0" @ 24 X 36
 SCALE: 3/4" = 1'-0" @ 11 X 11
 SCALE IN INCHES
 0" 3" 6" 12"



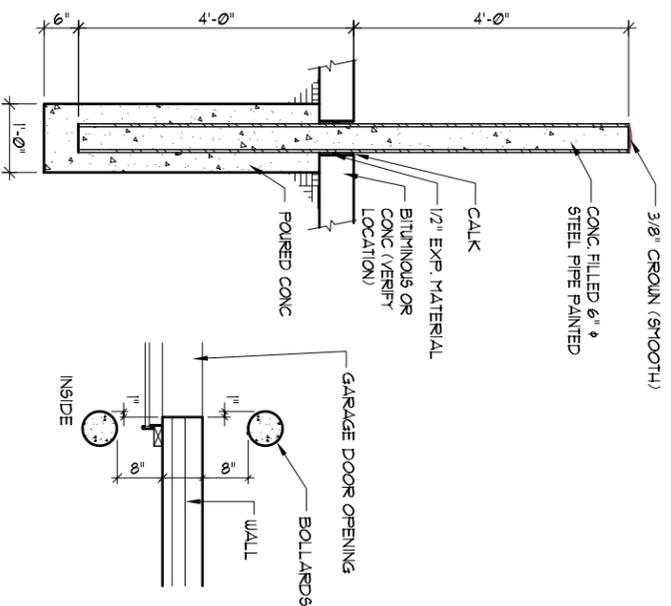
6 WALL SECTION AT GRADE
 SCALE: 1/12" = 1'-0" @ 24 X 36
 SCALE: 3/4" = 1'-0" @ 11 X 11
 SCALE IN INCHES
 0" 3" 6" 12"



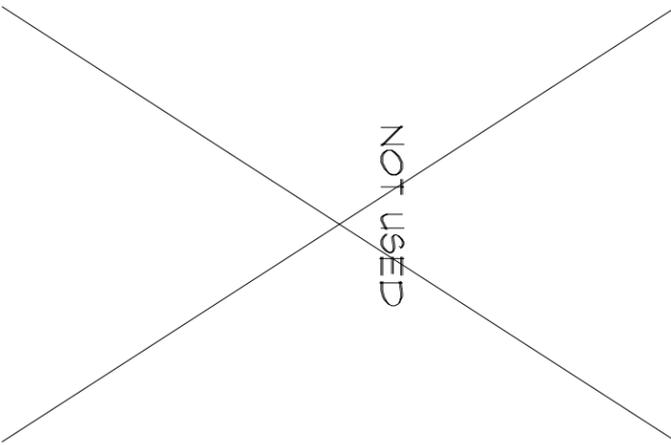
5 TRENCH DRAIN
 SCALE: 3/4" = 1'-0" @ 24 X 36
 SCALE: 1/12" = 1'-0" @ 11 X 11
 SCALE IN INCHES
 0" 1/2" 3" 6"



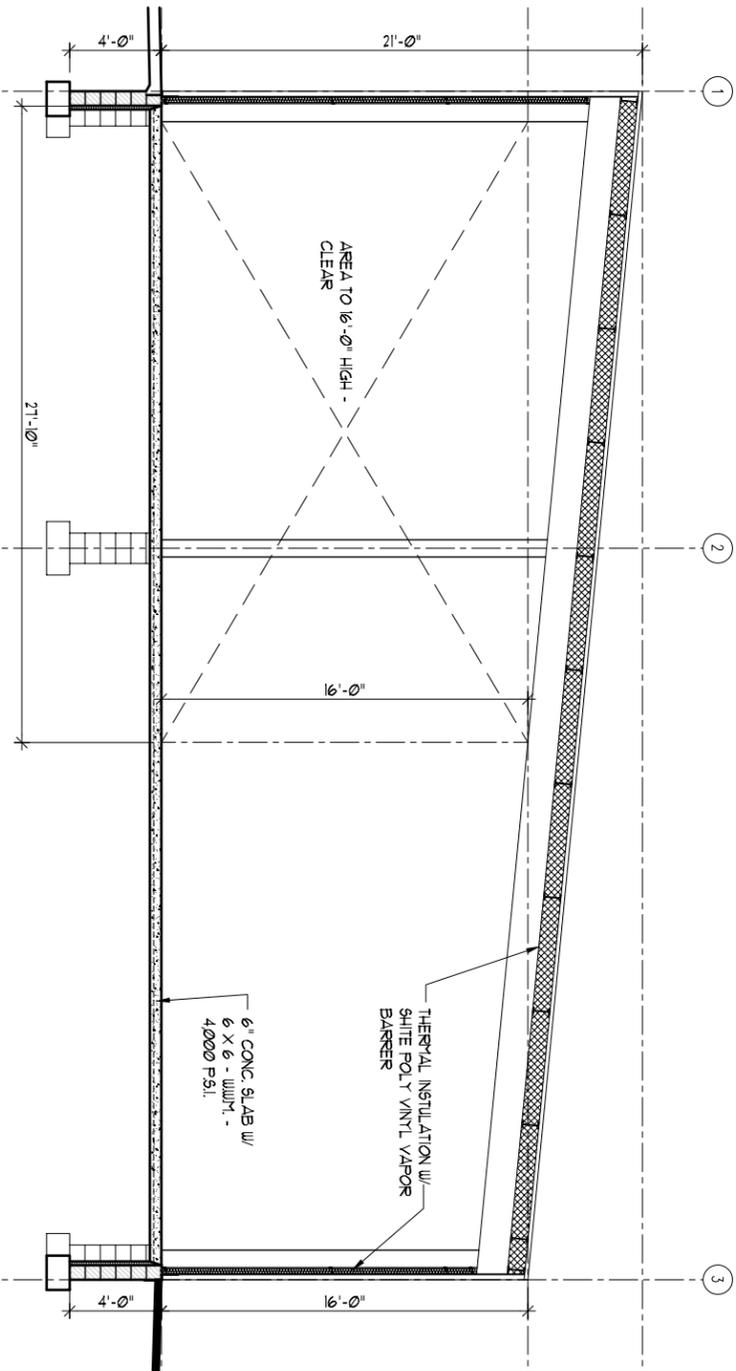
2 BUILDING SECTION
 SCALE: 1/4" = 1'-0" @ 24 X 36
 SCALE: 1/8" = 1'-0" @ 11 X 11
 SCALE IN FEET
 0' 2' 4' 8'



3 BOLLARD DETAIL
 SCALE: 3/4" = 1'-0" @ 24 X 36
 SCALE: 3/8" = 1'-0" @ 11 X 11
 SCALE IN FEET
 0" 1/2" 1" 2"



4 PARTITION WALL SECTION
 SCALE: 1/2" = 1'-0" @ 24 X 36
 SCALE: 1/4" = 1'-0" @ 11 X 11
 SCALE IN FEET
 0" 1" 2" 4"



1 BUILDING SECTION
 SCALE: 1/4" = 1'-0" @ 24 X 36
 SCALE: 1/8" = 1'-0" @ 11 X 11
 SCALE IN FEET
 0' 2' 4' 8'

PUBLIC WORKS ADDITION

TAYLORS FALLS, MN

A4.1

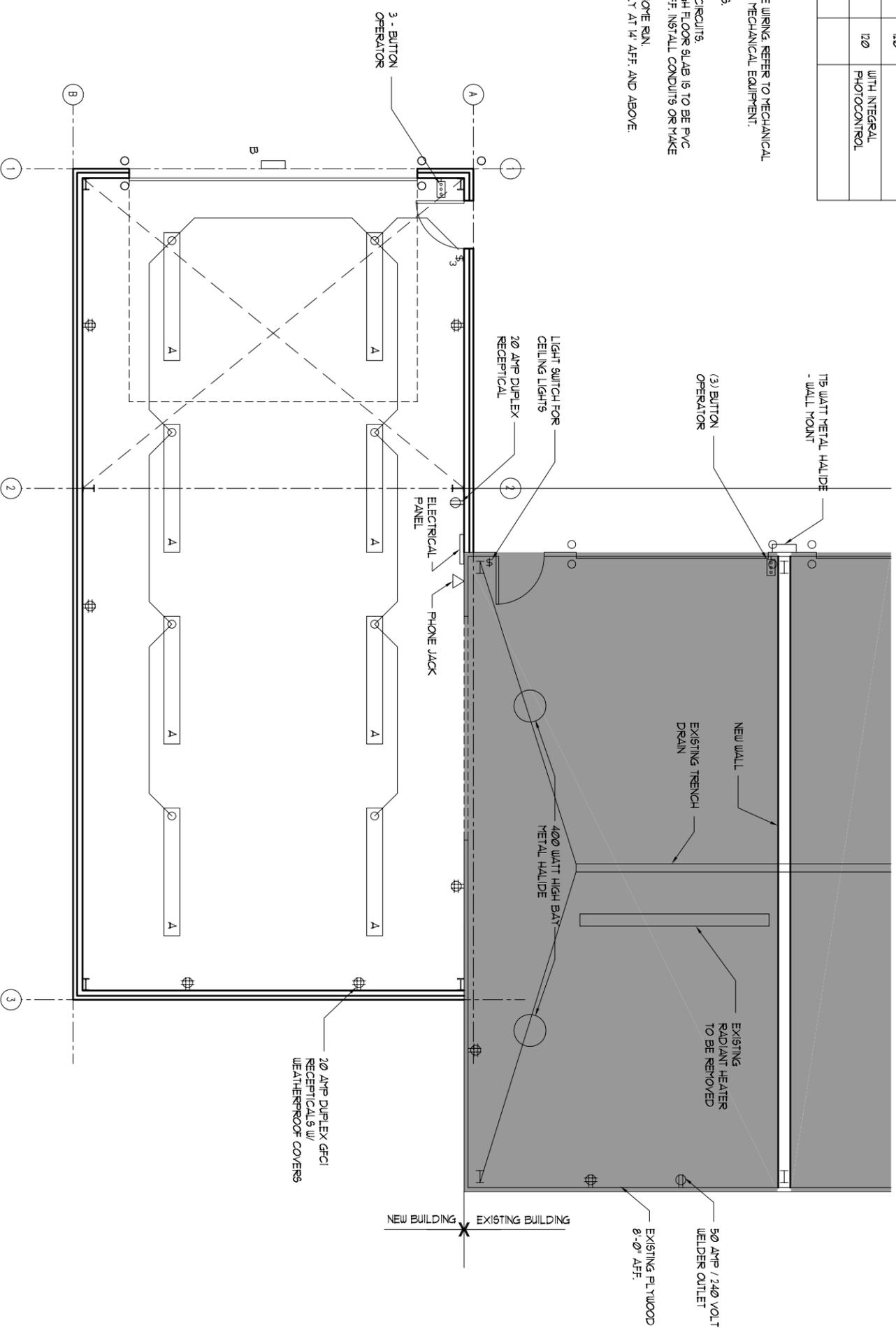
PROJECT # 03-XXX
 BUILDING SECTIONS

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 DONALD J. BAKER
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 DATE REG. NO.

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 7300 HUDSON BLVD. N., SUITE 230
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LIGHT FIXTURE SCHEDULE						
TYPE	DESCRIPTION	MFR	CATALOG NO.	LAMPS	VOLTS	REMARKS
A	96" INDUSTRIAL	WILLIAMS LITHONIA HUBBELL	LTH TL232 MV		120	
B	250 WATT METAL HALIDE - WALL MOUNT	WILLIAMS LITHONIA HUBBELL	LTH TL250M TBLP SQUA	250 W METAL HALIDE	120	WITH INTEGRAL PHOTOCONTROL

- GENERAL NOTES:
- ELECTRICAL CONTRACTOR TO VERIFY ALL MOTOR SIZES FURNISHED BY OTHERS BEFORE WIRING. REFER TO MECHANICAL DRAWINGS AND COORDINATE WITH MECHANICAL CONTRACTOR FOR EXACT LOCATION OF MECHANICAL EQUIPMENT.
 - RECEPTICAL & LIGHT SWITCHES SHALL BE 48" AFF.
 - NUMBERS ADJACENT TO DEVICES, FIXTURES, AND HOVE RUNS INDICATE CIRCUIT NUMBERS.
 - PROVIDE EXPOSED CONDUIT WITH SURFACE OUTLETS.
 - PROVIDE EQUIPMENT GROUNDING CONDUCTORS WITH ALL RECEPTICAL AND EQUIPMENT CIRCUITS.
 - DO NOT ROUTE CONDUITS BELOW FLOOR SLABS EXCEPT AS INDICATED. CONDUIT THROUGH FLOOR SLAB IS TO BE PVC COATED RIGID STEEL CONDUITS WITHOUT COUPLINGS FROM BELOW FLOOR UP TO 24" AFF. INSTALL CONDUITS OR MAKE PROVISIONS FOR CONDUITS, AS REQUIRED, PRIOR TO POURING OF FOOTINGS.
 - HOVE RUNS MAY BE COMBINED. MAXIMUM OF 4 CURRENT CARRYING CONDUCTORS PER HOVE RUN.
 - CONDUIT IS TO DROP VERTICALLY TO DEVICES. CONDUIT MAY BE ROUTED HORIZONTALLY AT 14" AFF. AND ABOVE.
 - ALL RECEPTICALS TO BE 20 AMP.



NOTE: ALL FIXTURES TO BE ABOVE 6'-0" AFF.

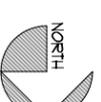
1 LIGHT & POWER SCHEMATIC PLAN

SCALE: 1/4" = 1'-0" @ 24 X 36

SCALE IN FEET

SCALE: 1/8" = 1'-0" @ 11 X 17

0 2 4 8'



05-05-10

PUBLIC WORKS ADDITION

TAYLORS FALLS, MN

E1

PROJECT # 03-XXX

PLUMBING EQUIPMENT SCHEDULE				
FIXTURE NUMBER	DESCRIPTION	WASTE	VENT	COLD HOT
UH-1	ELECTRIC WATER HEATER	-	-	1/2" 1/2"
F-1	LAUNDRY TUB	1 1/2"	1 1/2"	1/2" 1/2"
UH	WALL HYDRANT	-	-	3/4" -
HB	HOSE BIB	-	-	3/4" -

- PLUMBING NOTES:**
1. PROVIDE SHUT-OFF VALVE IN LINE UP STREAM OF HOSE BIBS (TYPICAL IN SHOP AREA)
 2. PROVIDE 1 1/2" WATTS SERIES 909 REDUCED PRESSURE TYPE BACKFLOW PREVENTER VALVE
 3. PROVIDE SHUT-OFF VALVES AT ALL PLUMBING FIXTURES, HOSE BIBS, WALL HYDRANTS, AND WATER HEATER
 4. PROVIDE VACUM BREAKER TPE WALL HYDRANTS AND HOSE BIBS AS REQUIRED PER CODE.
 5. 4" SANITARY PIPING TO BE SCHEDULE 40 INSULATED WASTE/WATER PIPE SLOPE AT A MIN OF 1% SLOPE TO HOLDING TANK. CONNECT TO HOLDING TANK WITH LONG SWEEP ELBOW
 6. NEW 1000 GALLON HOLDING TANK TO BE AS MANUFACTURED BY USHER CONCRETE, MODEL UP1000-FDL OR EQUAL. PROVIDE A MIN OF 12" GRANULAR FILL MATERIAL FOR TANK BASE
1. WATER HEATER TO BE AO. 5" WITH MODEL ELC-6. PROVIDE WITH WALL MOUNT KIT, AND DRAIN PAN.

EQUIPMENT SCHEDULE										
SYSTEM NAME	UNIT	MODEL NUMBER	BTU/HR INPUT	CFM	HP	MOTOR VOLTAGE	FAN RPM	9-P	FUEL	REMARKS
EXHAUST	EF-1	GREENHECK	-	4,000	1/2	120/1PH	800	1/4"	-	NOTE 1,2,3
FRESH AIR FAN	FA-1	FRESH AIR FAN	-	4,000	1/2	120/1PH	800	1/4"	-	NOTE 1,2,4
UNIT HEATER	UH-1	REZDOR	125,000	3,843	1/2	120/1PH	1050	-	NG.	NOTE 6
WATER HEATER	UH-1	A.O. SMITH	1650 W	-	-	120/1PH	-	-	ELEC.	NOTE 1

- NOTES FOR EQUIPMENT SCHEDULE:**
1. PROVIDE LOW LEAK MOTORIZED DAMPERS
 2. PROVIDE TOTALLY ENCLOSED MOTOR CAP, BIRDSCREEN, AND MOTORIZED DAMPER
 3. DUCT TO OUTSIDE WITH WEATHER-OF CAP, BIRDSCREEN, AND MOTORIZED DAMPER
 4. INCLUDES VARIABLE SPEED CONTROL.
 5. PROVIDE WITH WALL MOUNT KIT AND YFR RECOMMENDED VENT CAP MOUNT UNIT HEATER W/ BOTTOM 6" MIN. AFF.
 6. PROVIDE WITH WALL MOUNT KIT AND DRAIN PAN

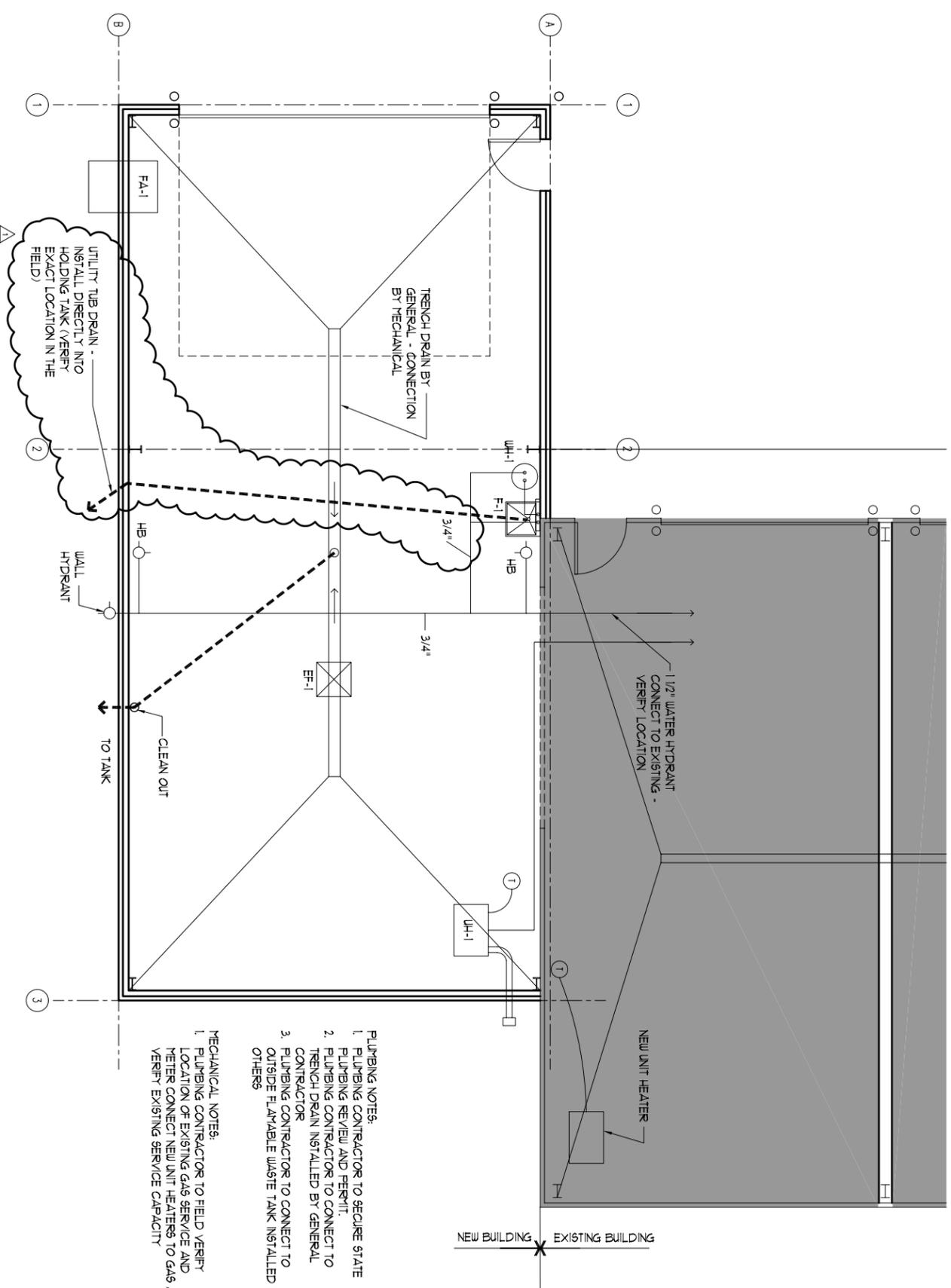
- MECHANICAL NOTES:**
1. FURNISH AND INSTALL ALL GAS PIPING, REGULATORS, SHUT-OFF VALVES
 2. PROVIDE SHUT-OFF VALVE IMMEDIATELY INSIDE BUILDING. PROVIDE 2" TO 1" REGULATOR AND SHUT OFF VALVE AT EACH APPLIANCE.

MECHANICAL SEQUENCE OF CONTROL

UH-1:
UPON A CALL FROM THERMOSTAT UH-1 SHALL OPERATE UNTIL THERMOSTAT IS SATISFIED

FA-1/EF-1:
UPON A CALL FROM THE THER T-1, EF-1, AND FA-1 MOTORIZED DAMPERS SHALL OPEN AND FANS SHALL RUN UNTIL TIMED OFF.

- MOTOR AND EQUIPMENT NOTES:**
1. PROVIDE OVERLOAD ELEMENTS, SIZE BASED ON MOTOR NAMEPLATE FULL LOAD CURRENT.



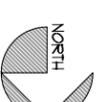
- PLUMBING NOTES:**
1. PLUMBING CONTRACTOR TO SECURE STATE PLUMBING REVIEW AND PERMIT.
 2. PLUMBING CONTRACTOR TO CONNECT TO TRENCH DRAIN INSTALLED BY GENERAL CONTRACTOR
 3. PLUMBING CONTRACTOR TO CONNECT TO OUTSIDE FLAMMABLE WASTE TANK INSTALLED BY OTHERS

- MECHANICAL NOTES:**
1. PLUMBING CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING GAS SERVICE AND METER. CONNECT NEW UNIT HEATERS TO GAS AND VERIFY EXISTING SERVICE CAPACITY

NOTE: ALL FIXTURES TO BE ABOVE 16'-0" AFF.

1 PLUMBING & HEATING SCHEMATIC PLAN

SCALE: 1/4" = 1'-0" @ 24 X 36
SCALE IN FEET
SCALE: 1/8" = 1'-0" @ 11 X 17
2' 4' 8'



RESOLUTION 10-07-03

**CITY OF TAYLORS FALLS
COUNTY OF CHISAGO
STATE OF MINNESOTA**

**A RESOLUTION ACCEPTING A GRANT
FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR**

WHEREAS the Taylors Falls Fire Department requires funding for the acquisition of 800 MHz radios to comply with the Federal Communication Commissions mandate; and

WHEREAS the Taylors Falls Fire Department received authorization from the City Council on March 22, 2010 to submit a grant application to the United States Department of the Interior for the Rural Fire Assistance Grant, administered by the National Parks Service; and

WHEREAS the National Parks has notified the City that it has been awarded \$16,380.00 for the purchase of compliant radios, as described in the grant application;

SO THEREFORE BE IT RESOLVED by the Taylors Falls City Council that it hereby signifies the acceptance of the Rural Fire Assistance Grant in the amount of \$16,380.00 from the United States Department of the Interior, administered by the National Parks Services, for the purchase of compliant 800 MHz radios.

BE IT FURTHER RESOLVED that City's 10% match of \$1,820.00 will be taken from the Fire Department Equipment Fund (407).

APPROVED THIS 26th OF JULY, 2010

Michael D. Buchite, Mayor

ATTEST:

Jo Everson, Clerk-Treasurer

RESOLUTION 10-07-04

**CITY OF TAYLORS FALLS
CHISAGO COUNTY
STATE OF MINNESOTA**

A RESOLUTION ACCEPTING A DONATION FROM XCEL ENERGY

WHEREAS, the City of Taylors Falls is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statutes 412.21 and 465.03 for the benefit of its citizens; and

WHEREAS, the City of Taylors Falls has received a donation in the amount of \$500.00 from Xcel Energy to be used towards training for the Fire Department;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TAYLORS FALLS, MINNESOTA that it hereby acknowledges and accepts the \$500.00 donation from Xcel Energy.

BE IT FURTHER RESOLVED that the City Council of the City of Taylors Falls expresses its thanks and appreciation for the donation towards the training expenses for the Taylors Falls Fire Department. Said donation shall be deposited in the General Fund (101).

Adopted by the City Council on this 26th of July, 2010

Michael D. Buchite, Mayor

ATTEST:

Jo Everson, Clerk-Treasurer

**Taylors Falls Heritage Preservation Commission
Rules and Bylaws**

Article I. Introduction

Section 1. Purpose

The City of Taylors Falls Heritage Preservation Commission (HPC) desires to conduct its business and perform all of its responsibilities and duties in an orderly, efficient, fair, and lawful manner. These Rules and Bylaws are established for that purpose.

Section 2. Application of Rules and Bylaws

Unless otherwise specifically indicated, these Rules and Bylaws shall apply to the transaction and administration of all Heritage Preservation Commission business and the conduct of all Heritage Preservation Commission meetings and hearings.

Section 3. Compliance With Applicable Law

It is the specific intent of the City of Taylors Falls Heritage Preservation Commission to perform all of its responsibilities and conduct all of its hearings and meetings in accordance with all applicable federal law, state statutes and regulations, and official controls enacted by the City of Taylors Falls. The foregoing Rules of the City of Taylors Falls Heritage Preservation Commission and all actions of the Commission shall be in accordance with all relevant federal and state law and official controls enacted by the City of Taylors Falls. These rules are specifically designed to be in accordance with Minn. Stat. 462.351 through 462.365 and any equivalent provisions of subsequent law. These Rules are also specifically designed to be in accordance with official controls enacted by the City of Taylors Falls.

Section 4. Non-exclusivity of Rules and Bylaws

These Rules and Bylaws are not and cannot be the totality of all regulations of Heritage Preservation Commission activity. Federal law, state law, and official controls enacted by the City of Taylors Falls should also be reviewed by all participants in Heritage Preservation Commission matters. Reference should especially be made to Minn. Stat. 462.351 through 462.365.

Article II. Membership

Section 1. Original number of voting members

The Heritage Preservation Commission consists of seven (7) voting members at its establishment, as stated in Section 255.03 of the Heritage Preservation Ordinance.

Section 2. Composition of the membership

Of the membership, one (1) member shall be appointed from the membership of the Council, one (1) member shall be a business owner within the City, and one (1) member shall be appointed by the Chisago County Historical Society. All members must be residents of the City of Taylors Falls. At least one of the seven members shall be a member of the Taylors Falls Historical Society. The Mayor shall serve as an ex-officio, non-voting member. Members shall be persons with demonstrated interest and/or expertise in historic preservation and may be of the following preservation-related professional classifications: history; architecture; architectural history; archeology; planning; real estate; design; building trades; landscape architecture or law.

Section 3. Current number of voting members

Persons appointed to the Commission are voting members, therefore the number of voting members, as of the adoption of these By-Laws on October 13, 2003, is seven (7).

Section 4. Quorum

To hold a valid meeting or take action on any business at a meeting, the Commission must have a quorum of a simple majority of its current voting membership as specified in Section 3.

Section 5. Alternate Member

An alternate member may partake in discussion at the Commission table, but is not allowed to vote if a quorum of the Commission is present. If a quorum of the Commission is not present, the alternate member counts toward a quorum and may vote. Additionally, in the event a full member of the Commission resigns his/her position, the Commission may make a recommendation to the City Council that the alternate member be appointed as a full member.

Section 6. Conflict of Interest

Upon taking office, a member is expected to make the interest of the Heritage Preservation Commission and City paramount over personal interests on any matter related currently or prospectively to the projects and responsibilities of the HPC. A member may not use her or his board position to make personal profit or to gain other advantages. If a member has personal interest in a contract or transaction to which the Heritage Preservation Commission or the City is a party, or has indirect interest because of employment or investment with a person or organization with which the HPC is dealing, the member must disclose the existence of the interest and describe the nature of the interest to the HPC prior to the time the board takes any action with respect to the person or organization. The interested member may be counted in determining the presence of a quorum, but must abstain on any discussion or vote taken in which there exists a conflict of interest. An interested member must excuse herself or himself from the board table during the discussion and vote. This section is not to be interpreted as a prohibition of members doing business with the HPC as long as there is full disclosure of the cost to the Heritage Preservation Commission and the City and is reasonable and competitive with that of other vendors.

Article III. Officers and Duties

Section 1. Offices Designated

The officers of the Commission shall be the Chair, Vice-Chair/Financial Liaison, and Secretary. All officers shall be elected from the regular membership of the Commission.

Section 2. Duties Designated

The City shall supply a qualified staff member to perform all general corresponding and recording secretarial duties for the Heritage Preservation Commission related to the holding of public hearings.

Section 3. Election of Officers

Officers shall be elected at the first regularly scheduled meeting of the new year. They shall serve for one year and shall be eligible for re-election.

Section 4. Duties of Officers

4.01. Chair

The Chair shall have the following responsibilities:

- (1) Supervise the affairs of the Commission.
- (2) Preside at all meetings.
- (3) Appoint subcommittee as may be necessary and shall be ex-officio member of all committees.
- (4) Vote on all issues.
- (5) Schedule special meetings.
- (6) Determine meeting location in the event change is needed prior to regularly scheduled meeting.
- (7) Set agendas for commission meetings in cooperation with the Secretary.

4.02. Vice Chair/Financial Liaison

The Vice-Chair/Financial Liaison shall have the following responsibilities:

- (1) Perform those duties delegated by the Chair.
- (2) Act as Chair in the event of the Chair's illness, disability, absence from meeting, absence from City or not being readily able to function as Chair.
- (3) Develop and keep a record of the Commission's annual budget.
- (4) Work with the City Clerk-Treasurer on fiscal matters.
- (5) Provide financial reports to the Commission.

4.03. Secretary

The Secretary shall have the following responsibilities:

- (1) Perform general corresponding and recording secretarial duties
- (2) Serve as parliamentarian.
- (3) Act as temporary Chair in absence of Chair and Vice Chair/Financial Liaison.
- (4) Record and provide to City minutes of the meetings of the Commission.
- (5) Post meeting notices.

These duties and responsibilities of the Heritage Preservation Commission Secretary are delegated

to the designated City Staff, including but not limited to:

- (a) Record and maintain a verbatim record and minutes of the public hearings of the Heritage Preservation Commission.
- (b) Process and maintain all information relating to the Commission's business including information gathered at public hearings.
- (c) Arrange for publication of public hearing notices and handle all other administrative affairs.

Section 5. Vacancies of Officers

5.01. Chair

In the absence of the Chair, the Vice-Chair/Financial Liaison shall be Chair.

5.02. Vice-Chair/Financial Liaison or Secretary

If a vacancy occurs in the office of Vice-Chair/Financial Liaison or Secretary, the regular members shall elect an individual to fill the remaining time left in the term.

5.03. Chair, Vice-Chair/Financial Liaison

If at a meeting or hearing of the Heritage Preservation Commission neither the Chair or Vice-Chair/Financial Liaison are present, the Secretary shall conduct the meeting until such time that the members have elected a Chair for the meeting.

5.04. Members

If a Commission member has three unexcused absences within any calendar year, the Commission chair shall declare the member removed for non-attendance and the position vacant. The chair shall promptly notify the Commission of any vacancies occurring in its membership and take action according to Article II, Section 2. Absences shall be considered excused if the chair is notified in advance of the meeting that the member is unable to attend for a just cause.

Article IV. Meetings

Section 1. Open Meetings and records

All meetings of the City of Taylors Falls Heritage Preservation Commission shall be open to the public. The votes of the members of the Commission on any action shall be recorded in the minutes and the minutes shall be available to the public during all normal business hours in the offices of the City of Taylors Falls.

Section 2. Information Property of City of Taylors Falls

All information submitted to the City of Taylors Falls for hearing purposes becomes the property of the City.

Section 3. Notice

Notices of all meetings and hearings of the Heritage Preservation Commission shall be made in a manner in accordance with all statutory and ordinance notification requirements.

Section 4. Meeting Records

A verbatim record of all public hearings and meetings will be made by means of tape recording or, if deemed appropriate by the Heritage Preservation Commission, designated City staff, or City Attorney. Minutes of all public hearings shall be prepared by designated City staff. Transcripts of public hearings and meetings are not ordinarily prepared. The public is specifically allowed to preserve and record the proceedings of the Heritage Preservation Commission by using voice recording instruments, court reporters, stenographers, or other reasonable means of record preservation

Section 5. Meeting Arrangements

5.01 Date

The Heritage Preservation Commission shall normally meet on the second Tuesday of each month. If the regular meeting date falls on a public holiday or if the Commission's regular meeting site is not available, the Chair may reset the regular meeting date.

5.02 Time

The time of the meetings shall be set by the Chair and shall be generally convenient for members, staff, and the public.

5.03 Location

The location of meetings of the Heritage Preservation Commission shall be at the Lower Level Conference Room at City Hall. If the site is not available, the Chair shall select an alternative meeting location which shall be convenient and suitable for the members, staff, and general public.

5.04 Additional Meetings

The Commission, any three Commission members, the Commission Chair, or the Mayor may call special meetings or hearings in accordance with all applicable federal law, state statutes and regulations, and official controls enacted by the City of Taylors Falls.

Section 7. Order of Business

7.01 The following shall be the order of business of Heritage Preservation Commission meetings:

- (a) Call to order
- (b) Roll call
- (c) Adoption of agenda
- (d) Public hearings
- (e) Approval of minutes of previous meeting or hearing

- (f) Review of Site Alteration Permit Applications
- (g) Communication
- (h) Visitor presentations
- (i) Reports of committees
- (j) Unfinished business
- (k) New business
- (l) Other business that may be appropriately brought before Commission
- (m) Adjournment

Section 8. Parliamentary Procedure

- 8.01 Robert's Rules of Order, Revised, shall govern the conduct of the meeting except when federal laws, state statute, City ordinances and policies, and these rules state otherwise.
- 8.02 The Chair shall make all parliamentary rulings. The Secretary shall serve as the parliamentarian advisor to the Commission.

Article V. Public Hearings

Section 1. The designated City staff shall set the agenda for the Public Hearings, Continuances and Postponements

1.01 Pre-notification Postponements

If an applicant requests a postponement in writing to the designated City staff prior to the notification of adjacent property owners and notice publication, said postponement shall be approved.

1.02 Post-notification Postponements

Postponements after notification of adjacent property owners and notice publication will be permitted.

- 1.03 The Commission may continue a hearing if it determines a need exists for addition information or fairness dictates another hearing. The designated City staff may authorize and require another hearing of the matter before the hearing if it is determined and certified to the Commission that an unforeseeable emergency exists that renders the applicant or potentially aggrieved party unavailable.

Section 4. Conduct of Public Hearings

2.01 General Rights

All parties shall have the right to present evidence, rebuttal testimony, and argument with respect to the properties proposed for designation as Heritage Preservation Sites and Districts.

2.02 Quorum Needed for Public Hearing

Four voting members of the Commission in attendance are necessary for a quorum to hold a hearing.

2.03 Order of Hearing

The following procedure shall be followed for the order of persons appearing before the Commission:

- (a) The applicant or representative shall be allowed to comment.
- (b) City staff report shall be given and include but not limited to a description of the request, analysis of the facts, communications received, conclusions, and recommendations. All appropriate City agencies may present information relevant to the case at this time.
- (c) Other governmental or information sources that may be appropriate, such as the county, a township, or a state agency.
- (d) Those in favor of the proposal.
- (e) Those opposed to the proposal.
- (f) Other comments or evidence from the public

2.04 Cross Examination and Interrogation

- (a) Regular members may question any individual at the termination of that individual's presentation.
- (b) Regular members may question all individuals at the end of all testimony.
- (c) Any individual may make a request to cross-examine a witness. If possible, this should be accomplished by directing suggested examination questions to the Chair. If specifically requested, the Chair will allow individuals to personally cross-examine witnesses. The Chair will then take the necessary steps to insure that cross examination questions and answers are being recorded, and the Chair may take such actions necessary to prevent repetitive, argumentative, or irrelevant questions and to expedite the cross examination to the extent consistent with disclosure of all relevant testimony and information.

2.05 Evidence

- (a) General

The Heritage Preservation Commission is not bound by statutory rules of evidence. The Chair shall admit into evidence all information that is informative and material to the Commission's business. Evidence that has not been submitted at the hearing may be considered by the Commission. No oaths shall be permitted for anyone offering evidence before the Commission.

- (b) Submission of Studies, Reports, and Other Materials

All materials submitted to the Commission prior to the hearing shall be available for public

inspection. The designated City staff shall establish policies and procedures for public review of information prior to and after the Commission hearing.

Letters and documents submitted by the applicant or public will be read into the record or may be summarized by County staff. Commission members and the public shall have access to all information. If an applicant or member of the public desires to submit information directly to the Commission prior to the meeting, they may do so only through the designated City staff. Those submitting such information shall provide a sufficient number of documents so that all members of the Commission, including ex-officio, shall have a set. The failure of the applicant to submit substantial technical or professional reports, plans, or studies well in advance of the hearing for public, staff, and Commission review may result in a continuance being declared by the Commission after the initial hearing.

Section 3. Communication with Public and Applicant

3.01 General

No Commission member prior to a public hearing or during any other time prior to the Commission's deliberations on the matter shall discuss with ~~staff~~, applicant, themselves or the general public merits of a pending case.

3.02 Disclosure

If a Commission member discusses a pending case in violation of Section 3.01, the member shall disclose during the public hearing the facts relating to such a meeting.

3.03 Exception

Nothing in this section shall preclude the general informational communication by Commission members relating to the general conduct of a meeting or hearing or forbid ~~staff or~~ members from discussing with Commission members a coming meeting so long as the facts or merits of the meeting are not discussed. Nothing in this section shall preclude informational communication by Commission members relating to the designation of sites or districts established in Section 255.05 of the Heritage Preservation Commission Ordinance, as long as it does not violate the Open Meeting Law.

Section 4 Deliberations

4.01 General

All deliberations are open to the public. However, no additional testimony may be offered after the close of the public hearing. Commission members may ask specific questions of nonmembers provided that the question is intended to clarify an item that has already been submitted into evidence. The Chair shall not allow any new information or opinions to be brought into the debate at this time. The designated City staff shall be permitted to ask questions to clarify motions or items brought out in the hearing.

4.02 Timing

Unless the hearing is continued or reopened, deliberations on an item shall take place after the close of all of that meeting's scheduled public hearings.

4.03 Continued Deliberation

If the Commission desires to continue deliberations, it may do so. However, no additional testimony or information may be provided to the Commission unless the public hearing is reopened. Commission members may inspect the site in question without reopening the hearing.

4.04 Voting

All regular members (without a conflict of interest) including the Chair, may vote on all items. However, no member who did not attend the majority of time of a public hearing for a specific item may vote on that item. Failure to vote in this circumstance is not counted against the quorum.

Section 5. Applications

5.01 Procedure

All applications shall be submitted on a form provided by the designated City staff, if one is available, and accompanied by all items required in the City's official controls.

5.02 Deadline

The designated City staff shall set the deadlines for applications coming before the Commission.

5.03 Review of Applications

All applications shall be available for public review in accordance to procedures outlined by the designated City staff.

Article VI Bylaw Amendments.

Section 1. Amendment recommendation.

The Rules and Bylaws may be changed by a two-thirds approval of the Commission. The bylaw change must be approved by the City Council.

Section 2. Amendment adoption.

After the City Council has approved the bylaw changes, the Commission shall make the amended bylaws available for use by the members and public.

**MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF TAYLORS FALLS
PARTNERSHIP AGREEMENT**

This partnership agreement is between the STATE of Minnesota, acting through its "Commissioner of Transportation" ("STATE") and The CITY of Taylors Falls ("CITY"), a political subdivision pursuant to Minnesota Statute.

Recitals

WHEREAS, under Minn. Stat. § 471.59, subd. 10, the STATE is empowered to engage such assistance as deemed necessary.

WHEREAS, the STATE owns land at 680 Chisago Street, Taylors Falls, Minnesota, which the CITY desires to have redeveloped; legally described as:

*Lots 1 through 7 and Lots 12 through 18, all in Block 20
of the Village of Taylors Falls, Chisago County, Minnesota*

WHEREAS, the CITY is willing to provide the STATE with replacement facilities on its CITY Hall property for payment of rent established in Lease Number 11785 for the land on Chisago Street;

WHEREAS, under Minnesota Statutes §174.02, subdivision 6, the STATE may enter into Agreements with government or nongovernmental entities for sharing facilities, equipment, staff, or other means of providing transportation-related services;

WHEREAS, the STATE is empowered by Minnesota Statute §16B.24, subd. 6, to lease non-STATE owned property; and

WITNESSETH: CITY and STATE, in consideration of the covenants, and considerations hereinafter specified, do hereby agree each with the other as follows:

Agreement

1 Term of Agreement

- 1.1 **Effective date:** The agreement is effective on the date the STATE obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** The contract will expire when the STATE has accepted and occupied the storage facilities set forth in Section 3 below.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated in to this agreement.

2 REAL ESTATE TRANSFER

2.1 Assignment of Rights to Land. Subject to the terms and conditions herein set forth, STATE will convey to CITY that real property located in the City of Taylor's Falls, County of Chisago, State of Minnesota, as more particularly described as:

Lots 1 through 7 and a portion of Lots 12 through 18, all in Block 20 of the Village of Taylors Falls, Chisago County, Minnesota; see Exhibits A and B for exact location.

The closing date on the subject property shall be on or before October 1, 2010. In the event that the STATE cannot take possession of the leased premises at 637 First Street on or before October 1, 2010, then in that event the closing date shall be the date STATE takes possession of the leased premises (see Lease Number 11785, Section 3.2).

All of the Subject Property described above shall be conveyed to CITY by quitclaim Deed.

2.2 Acceptance and Recording of Deed.

- a. References in the Agreement to the “date of acceptance” refer to the date upon which all contingencies are satisfied, the date upon which the deed to the Subject Property is delivered to the CITY and is entitled to recording.

2.3 Documents to be Delivered.

- a. STATE shall execute, where necessary, and deliver to CITY the following:
 - i. A quitclaim Deed to the property described in Section 2.1.
 - ii. CITY will take property subject to any assessments levied or pending on the property and property taxes. CITY is responsible for recording fees on any documents and any STATE deed and conservation taxes payable upon recording the above deeds.
 - iii. STATE shall deliver to CITY copies of all soil tests and reports, engineering studies and reports, environmental tests and reports, surveys, plats, topographical information, utility service information, correspondence with utility companies, highway departments, transportation officials and town, county or state governmental entities, contracts and agreements affecting the Subject Property, to the extent such documents are in their possession or control.

2.4. Title Examination. Prior to STATE’s delivery of the deed, CITY may obtain its own title opinion and title insurance from a title company selected by CITY. CITY shall be responsible for any premiums or charges by title for the insurance of a title policy and all endorsements. Title to the Subject Property shall be subject to CITY’s approval and all objections to the status of title shall be delivered to STATE in writing within fifteen (15) days of the CITY’s receipt of the title commitment. STATE shall attempt to correct all such objections within one hundred and twenty (120) days of receipt of the CITY’s written objections. If STATE cannot clear title objections, within the said timeframe, the CITY has the discretion to accept or cancel this agreement.

2.5 Representations and Warranties by STATE. STATE represents and warrants to CITY that:

- a. STATE has all requisite power and authority to execute this Purchase Agreement and the officers of the STATE who did or will execute the same for and on behalf of the STATE have the power and the authority to do so and to bind the STATE.

- b. To the best of the knowledge of the STATE, after due investigation, the conveyance of the Subject Property pursuant thereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement applicable to the Subject Property or to the STATE.
- c. STATE has performed a Phase I and Phase II Environmental Site Assessment on the Subject Property, and will provide a certification from a qualified independent evaluator that the Subject Property is free of significant environmental hazards
- d. STATE hereby agrees that the truthfulness of each of the foregoing representations and warranties and of all other representations and warranties herein made is a condition precedent to the performance by CITY of its obligations hereunder. The representations contained herein shall survive acceptance hereunder. The other representations shall survive only to the extent that the matter represented is to constitute a lien or charge against the Subject Property. Upon the material breach of any representation thereof, CITY may declare this Agreement to be null and void, or CITY may elect to close this donation without waiving any right of action by reason of such breach.

2.6. Representations and Warranties by CITY. CITY represents and warrants to the STATE that:

- a. CITY has all requisite power and authority to execute and perform this Agreement, and the officers of CITY who did or will execute the same for and on behalf of CITY have the power and authority to do so and to bind CITY.
- b. CITY will execute reasonably and exercise due diligence in the performance of the acts permitted or required under this Purchase Agreement.

3 Payment

- 3.1. In consideration of the STATE's real estate transfer to CITY, CITY will construct and the STATE will lease the two southernmost stalls of the heated public works building and the two northernmost stalls of a cold salt/sand storage building, as shown on the plans attached hereto as Exhibit A, located at 637 First Street in the City of Taylor's Falls, County of Chisago, Minnesota 55084-1144.
- 3.2 The CITY will lease the above referenced facilities to the STATE at no cost for a period of up to 20 years.
- 3.2. The terms and conditions of the lease agreement are set forth in Minnesota Lease Agreement No. 11785.

4 Assignment, Amendments, Waiver, and Contract Complete

- 4.1 **Assignment.** The CITY may neither assign nor transfer any rights or obligations under this 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 agreement, or their successors in office.
- 4.2 **Amendments.** Any amendment to this 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 agreement, or their successors in office.

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

4.4 **Contract Complete.** This agreement contains all negotiations and agreements between the STATE and the CITY. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

5 Liability

The STATE and CITY agree that each party will be responsible for its own acts and omissions associated with the transfer of the subject property. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statute §3.736, and other applicable law. The CITY's liability is governed by Minnesota Statute §466 and other applicable laws.

STATE Audits

Under Minn. Stat. § 16C.05, subd. 5, the CITY's books, records, documents, and accounting procedures and practices relevant to this 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 agreement.

6 Government Data Practices

The CITY 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 agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the CITY under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the CITY or the STATE.

7 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate STATE or federal court with competent jurisdiction in Chisago County, Minnesota.

8 Termination

This agreement may only be terminated upon mutual written agreement of parties.

9 Contingencies

The CITY'S obligation under this agreement shall be conditioned, for the sole benefit of the CITY, upon the following:

9.1 Contingent upon the completion of a Phase I and Phase II Environmental Assessment by the STATE and certification by a qualified independent evaluator that the Subject Property is free of significant environmental hazards.

9.2 Contingent upon the completion of all subsurface soil corrections and all environmental remediation required to prepare the property for residential use.

If these contingencies are not satisfied, then this Agreement may be declared null and void by CITY. The CITY reserves the right to waive any one of these contingencies.

required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____ N/A _____

Date: _____

CFMS Contract No. A- _____

2. CITY OF TAYLOR'S FALLS

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

Distribution:
Agency
CITY
STATE's Authorized Representative - Photo Copy

STATE OF MINNESOTA

LEASE

LEASE NO. **11785**

THIS LEASE is made by and between City of Taylors Falls, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Transportation (DOT).

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

WHEREAS, DOT owns land at 680 Chisago Street in Taylors Falls which LESSOR desires to have redeveloped ("DOT Property");

WHEREAS, LESSOR is willing to provide DOT will a replacement facility on LESSOR'S City Hall property;

WHEREAS, LESSOR and DOT have entered in to a Partnership Agreement for the transfer of the DOT Property to LESSOR, in a form attached hereto as Exhibit B;

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Taylors Falls, County of Chisago, Minnesota 55084:

approximately three thousand seven hundred sixty two (3,762) usable square feet of storage space, as shown on the floor plans attached hereto as Exhibit A located within the City of Taylors Falls Public Works Facility at 637 First Street, allocated as follows:

<u>Building</u>	<u>Square Feet</u>	<u>Use</u>
91179	2,082	Vehicle Storage
21123	<u>1,680</u>	Salt/Sand Storage
TOTAL	3,762	

2. **USE** LESSEE shall use and occupy the Leased Premises twenty-four hours a day, seven days a week, for the storage and maintenance of vehicles, materials, and equipment for the performance of roadway maintenance and related activities including employee activities.

3. **LEASE TERM**

- 3.1 The term of this Lease is ten (10) years, commencing on or before October 1, 2010 and continuing through September 30, 2020 ("Lease Term") unless adjusted pursuant to Clause 3.2 below.
- 3.2 **Adjustment of Commencement Date** In the event LESSEE cannot take possession of the entire Leased Premises on or before October 1, 2010 ("Commencement Date"), then:
- a. The commencement date shall be the date LESSEE occupies and takes possession of the Leased Premises in its entirety.
 - b. The parties hereto shall, by amendment to be executed in the same manner as the execution of this Lease, establish the correct Commencement Date and corresponding rent payable. If the Commencement Date is other than the first day of the month, the rent for the first month of occupancy shall be prorated to the product obtained by multiplying the monthly rent by a fraction, the numerator of which is the number of days in the month that the Leased Premises are occupied, and the denominator of which is the number of days in the applicable calendar month.
 - c. In the event the Commencement Date is adjusted, the expiration date will be adjusted to reflect ten (10) years from the adjusted Commencement Date.
- 3.3 It is understood that LESSOR will make every effort to meet the Commencement Date.

4. **USABLE SPACE MEASUREMENTS**

- 4.1 **Definition** The Leased Premises is defined as the total usable square feet exclusively occupied by LESSEE and is the basis for calculation of rent payable hereunder.
- 4.2 **Measurement Method** Usable square feet are calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.
- 4.3 **Exclusions and Deductions** Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Premises of four (4) square feet or more is deducted.

5. **PAYMENT OF RENT**

- 5.1 **Rent Payment** LESSOR and LESSEE agree that in consideration of the Partnership Agreement no rent shall be paid by LESSEE to LESSOR.
- 5.2 DOT has established a value of DOT's Property in the amount of three hundred eight thousand sixty eight and 80/100 dollars (\$308,068.80) ["Initial Amount"], which has been amortized over a term of twenty (20) years in the amount of one thousand two hundred eighty three and 62/100 dollars (\$1,283.62) ["Amortized Amount"]. For each month that LESSEE occupies space in the Leased Premises, the Initial Amount shall be reduced by the Amortized Amount.
- 5.3 If the event LESSEE terminates this Lease in accordance with Clauses 7.1, 7.2 or 7.3 below, or chooses to not renew this Lease prior to the Initial Amount fully amortized, LESSOR will not be liable for any payment to LESSEE. In the event the Lease is terminated due to LESSOR'S default, pursuant to Clause 19 below, LESSOR agrees to reimburse LESSEE for the remaining unamortized Initial Amount on a monthly basis in the amount of one thousand two hundred eighty three and 62/100 dollars (\$1,283.62) payable on the first day of each calendar month to LESSEE until such unamortized amount has been fully reimbursed.
- 5.4 LESSOR represents and warrants that it is solely entitled to all rents payable under the terms of this Lease

6. **PARKING** LESSOR shall provide parking in the parking lot adjacent to the Building for the use of LESSEE, its invitees, licensees, and guests. LESSEE will use its reasonable efforts to not interfere with the operations of the LESSOR (including its Fire Department and Public Works Department). It is understood by LESSOR and LESSEE that there is no additional rent payable for parking provided in this Lease.

7. **TERMINATION**

- 7.1 In the event that the Minnesota State Legislature does not appropriate to the Department of Transportation funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be voluntarily terminated by LESSEE upon giving thirty (30) days prior written notice to LESSOR.
- 7.2 Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease is subject to cancellation upon thirty (30) days prior written notice by LESSEE to LESSOR, for any reason except lease of other non-state-owned land or premises for the same use.
- 7.3 Notwithstanding Clauses 7.1 and 7.2 above, this Lease may be terminated by LESSEE for any reason at any time upon providing thirty (30) days prior written notice to LESSOR.

8. **SURRENDER OF LEASED PREMISES** LESSOR and LESSEE hereby agree that at the expiration or earlier termination of this Lease or extension thereof:
- 8.1 **Personal Property** Any equipment and furniture, including, but not limited to, moveable partitions, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by LESSOR or by LESSEE, shall remain the property of LESSEE. LESSEE shall remove its Personal Property, vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear, tear and damage by the elements excepted.
- 8.2 **Alterations, Additions and Improvements** All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by LESSOR or LESSEE, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, voice and data cabling and security systems, which in any manner are attached to the Leased Premises, shall remain the property of LESSOR, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by LESSEE, unless LESSOR has granted prior approval upon LESSEE'S request to remove such alterations, additions or improvements.
9. **OPTION TO RENEW**
- 9.1 LESSOR grants and LESSEE accepts the right to two (2) renewal extensions of this Lease at the same terms, conditions and rental rate as this Lease, as follows:
- | | |
|-----------------|--|
| Option Period 1 | <u>October 1, 2020 to September 30, 2030, ten (10) years</u> |
| Option Period 2 | <u>October 1, 2030 to September 30, 2035, five (5) years</u> |
- 9.2 To exercise the above noted Extensions, LESSEE must indicate in writing its intent no later than ninety (90) days prior to the current period's expiration date.
10. **CONSTRUCTION OF THE LEASED PREMISES** LESSOR shall, at its expense, provide labor and materials to construct the Leased Premises according to the construction plans and specifications attached hereto as Exhibit A and by reference incorporated as if fully set forth herein, including, but not limited to, the following:
- a. Adequate heating and ventilating system to accommodate the Leased Premises.
 - b. Installation of doors with hardware including locks as required by LESSEE.
 - c. Installation of electrical outlets in locations designated by LESSEE.

- d. Installation of standard voice communication system as required by LESSEE.
- e. Installation of lighting fixtures required by LESSEE.

11. **TELECOMMUNICATIONS**

- 11.1 **Building Access** The Building's telephone/cable size must be large enough to provide access for the telephone company's facilities. If the entrance size does not meet the requirements for access by the telephone company's facilities, LESSOR shall, at its expense, ensure that these requirements are met.
- 11.2 All voice and data cabling installed by LESSEE or by LESSOR on behalf of LESSEE shall remain a part of the Leased Premises upon expiration or termination of this Lease, unless LESSEE elects to remove said cabling.

12. **LESSEE'S ALTERATIONS** In the event LESSEE desires to remodel, make alterations, additions and/or changes (hereinafter, "Alterations") to the Leased Premises, and it is determined that such Alterations are at LESSEE'S expense, LESSEE shall not make such Alterations without the advance written consent of LESSOR.

13. **DUTIES OF LESSOR** LESSOR shall, at its expense, provide the following:

13.1 **Management**

- a. LESSOR agrees that in exercising its management responsibilities of the property of which the Leased Premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including, but not limited to: building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- b. LESSOR shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including recycling of recyclable materials, in the operation and maintenance of the Building and the Leased Premises.

13.2 **Utilities** LESSOR shall bear the cost of sewer and water.

13.3 **Electrical Service** LESSOR shall provide adequate electrical service to the Leased Premises to accommodate LESSEE'S needs and the Building of which the Leased Premises are a part.

- 13.4 Heating LESSOR warrants that the Leased Premises are served by heating facilities of a design capacity sufficient to maintain the Leased Premises within an acceptable range of temperature under all but the most extreme weather conditions.
- 13.5 Lighting
- a. LESSOR shall provide the Leased Premises with overhead lighting according to the plans and specifications attached in Exhibit A.
 - b. LESSOR shall re-lamp light fixtures and replace light ballasts as needed.
- 13.6 Restrooms LESSOR shall provide LESSEE twenty-four hours a day, seven days a week access to the Restrooms located in the City Hall premises.
- 13.7 Fire Safety LESSOR shall, at its expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.
- 13.8 Landscaping/Grounds Maintenance LESSOR shall, at LESSOR'S expense, maintain the landscaping, grounds, walkways and parking lot(s) surrounding the Leased Premises and the Building in good appearance, condition and repair, including, but not be limited to:
- a. Grass cutting, weed control and tree trimming as necessary with annual shrubbery trimming;
 - b. Prompt removal of dead or dying trees and shrubbery;
 - c. Prompt removal of debris from grounds, walkways and parking lots;
 - d. Sweeping, seal-coating, repair, resurfacing and re-striping of parking lot surfaces as needed.
 - e. Prompt repair/replacement of up-heaved or sunken walkways and broken or damaged walkways and curbs.
 - f. Keep the parking lot(s) and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from debris and in good condition.
- 13.9 Snow Removal LESSOR shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice.

13.10 General Maintenance and Repairs

- a. LESSOR shall, at its expense, maintain in working condition and good repair all appurtenances within the scope of this Lease, including, but not limited to: plumbing, wiring, electrical, heating (and, if applicable, cooling) devices, ductwork and any improvements or equipment added to the Leased Premises, whether or not the improvement was paid for by LESSEE.
- b. LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

13.11 Heating and Ventilation Maintenance

- a. LESSOR shall, at its expense, maintain and make such necessary repairs to the heating and ventilation equipment.
- b. LESSOR shall document maintenance on the heating and ventilating system (e.g., filter changes and cleaning methods and procedures).

13.12 Delivery of Leased Premises LESSOR covenants that it will deliver the Leased Premises to LESSEE in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.

13.13 Taxes and Assessments LESSOR shall be responsible for payment of all taxes and assessments upon the Building and land of which the Leased Premises are a part.

13.14 Exterior Lighting LESSOR shall provide adequate exterior lighting in the parking lots and building entrance/exits according to the construction plans and specifications in Exhibit A.

13.15 Disability Access Guidelines LESSOR agrees to provide and maintain the Leased Premises and the Building of which the Leased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to, Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions with jurisdiction and authority in connection with said property.

13.16 Energy Conservation In the event energy conservation measures are enacted by any State or Federal authority, it is hereby agreed that LESSOR shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water and all the sources of energy required to provide said service.

13.17 Pest Control LESSOR shall provide pest control for the Leased Premises and the Building of which the Leased Premises are a part.

14. **DUTIES OF LESSEE**

14.1 Utilities LESSEE shall bear the cost of electricity and gas to the Leased Premises which shall be separately metered and billed directly to the LESSEE.

14.2 Trash Removal LESSEE shall arrange for and bear the cost of waste or trash disposal.

14.3 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.

14.4 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law.

14.5 Assignment/Sublease LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of LESSOR.

14.6 LESSEE shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

15. **DESTRUCTION OF PREMISES** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable or LESSEE is unable to conduct its business, the Lessee will not be liable for rent due from the time of such damage allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Leased Premises to tenantable condition. LESSOR agrees to reduce rent payable for any and all days that the Leased Premises is in an untenable condition at the rate of one thousand two hundred eighty three and 62/100 dollars (\$1,283.62) per month, prorated on a daily basis of forty two and 20/100 dollars (\$42.20) per day).

16. **INSURANCE**

16.1 **Property Damage** It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them, by way of subrogation or otherwise, for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or by anyone for whom such party may be responsible.

16.2 **Liability** LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSOR'S and LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

17. **BUILDING ACCESS AND SERVICES** LESSOR shall provide access to the Leased Premises seven (7) days per week, twenty four (24) hours per day for authorized employees of LESSEE.

18. **NEW LESSOR** In the event the Leased Premises or the Building of which the Leased Premises are a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if LESSOR shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to LESSOR, proper written notice of such change must be delivered to LESSEE as promptly as possible. LESSEE'S "Transfer of Ownership of Lease" document shall be executed by the parties hereto in order that the State of Minnesota, Department of Finance, is provided with authorization to issue payments to a new party.

19. **DEFAULT BY LESSOR** If LESSOR shall default in the performance of any of the terms or provisions of this Lease, LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and LESSOR shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSEE, at its sole option, may terminate this Lease upon thirty (30) days prior written notice, or may cure such default. In the event LESSEE cures the default, LESSOR shall pay all reasonable and actual expenses paid by LESSEE to cure said default, including attorneys fees, within ten (10) days of receipt of invoices therefore rendered, or LESSEE shall have a specific right to set off any such amounts due from LESSOR against any rent payments or other amounts due under this Lease. In the event LESSEE elects to terminate this Lease, said termination shall not limit LESSEE'S rights to damages caused by the breach and failure to cure. This provision in no way limits LESSEE'S other remedies for breach under common law or this Lease.

20. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease are subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
21. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, LESSOR and LESSEE shall not permit smoking in the Leased Premises.
22. **HAZARDOUS SUBSTANCES**

22.1 General

- a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), the Resources Conservation and Recovery Act, as now or hereafter amended ("RCRA"), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended ("TSCA") the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs") and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).
- b. LESSOR warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release on or about the Building of which the Leased Premises are a part, except for immaterial quantities of any Hazardous Substances customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or the Building or land of which they is a part, which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. LESSOR further agrees to indemnify and hold LESSEE (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage, loss, fine or any other expense (including without limitation clean-up costs, court costs, attorneys' fees, engineering or consultant fees, other costs of defense and sums paid in settlement of claims) arising out of LESSOR'S installation, use, generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the Building or the land of which the Leased Premises are a part.

- c. LESSOR represents and warrants there are no Hazardous Substances present within the Building or the land of which the Leased Premises are a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased Premises or the Building or land of which the Leased Premises are a part, LESSEE, at its option, may terminate this Lease with sixty (60) days written notice to LESSOR.

22.2 **Storage Tank** LESSOR has not, and to the best of its knowledge no prior owner or occupant has not, installed in, on or about the Leased Premises or the Building or land of which the Leased Premises are a part, any storage tank containing Hazardous Substances, including, but not limited to: petroleum, crude oil or by-products of petroleum or crude oil.

22.3 **Asbestos** In addition to the above representations, covenants and warranties, LESSOR hereby warrants that to the best of its knowledge, no materials containing asbestos will be used or installed upon the Leased Premises, if at any time asbestos containing materials are located on the Leased Premises, such materials will be removed or replaced by LESSOR.

22.4 **Radon** LESSOR hereby warrants that no exposure to radon is currently present in or on the Leased Premises. As radon is a naturally occurring substance, no guarantee of future nonexistence can be made, although LESSEE acknowledges that, because of the nature of radon, LESSOR cannot guarantee that the Leased Premises or the Building of which the Leased Premises are a part, will remain free of radon. If a hazardous level of Radon becomes present in the future LESSOR will be responsible for the clean up or removal of Radon to a level which is not hazardous or no detection.

23. **SIGNAGE** LESSOR grants LESSEE, at its expense, the right to install one exterior signage on the vehicle storage building as long as all necessary approvals have been granted by the City Zoning Administrator. Said signage shall be of a design and at a location as mutually agreed upon by the parties.

24. **AMENDMENTS** Any changes to the original terms of the Lease will be made by a validly executed amendment signed by the parties.

25. **LAWS GOVERNING** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

26. **NOTICES** All notices or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR:

City of Taylors Falls
637 First Street
Taylors Falls MN 55084-1144

LESSEE:

Department of Administration
Real Estate and Construction Services
50 Sherburne Ave # 309
St. Paul MN 55155

EXHIBITS:

- Exhibit A Plans of the Leased Premises
- Exhibit B Minnesota Department of Transportation and City Taylors Falls Partnership Agreement- Mn/DOT Contract # [95215](#)

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
CITY OF TAYLORS FALLS

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

By _____

Title _____

Date _____

By _____

Title _____

Date _____

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds are encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____

Date _____

CFMS Contract No. _____

PLUMBING EQUIPMENT SCHEDULE				
FIXTURE NUMBER	DESCRIPTION	WASTE	VENT	COLD HOT
UH-1	ELECTRIC WATER HEATER	-	-	1/2" 1/2"
F-1	LAUNDRY TUB	1 1/2"	1 1/2"	1/2" 1/2"
UH	WALL HYDRANT	-	-	3/4" -
HB	HOSE BIB	-	-	3/4" -

PLUMBING NOTES:

1. PROVIDE SHUT-OFF VALVE IN LINE UP STREAM OF HOSE BIBS (TYPICAL IN SHOP AREA)
2. PROVIDE 1 1/2" WATTS SERIES 909 REDUCED PRESSURE TYPE BACKFLOW PREVENTER VALVE
3. PROVIDE SHUT-OFF VALVES AT ALL PLUMBING FIXTURES, HOSE BIBS, WALL HYDRANTS, AND WATER HEATER
4. PROVIDE VACUM BREAKER TPE WALL HYDRANTS AND HOSE BIBS AS REQUIRED PER CODE.
5. 4" SANITARY PIPING TO BE SCHEDULE 40 INSULATED WASTE/WATER PIPE SLOPE AT A MIN OF 1% SLOPE TO HOLDING TANK. CONNECT TO HOLDING TANK WITH LONG SWEEP ELBOW
6. NEW 1000 GALLON HOLDING TANK TO BE AS MANUFACTURED BY USHER CONCRETE, MODEL UP1000-FDL OR EQUAL. PROVIDE A MIN OF 12" GRANULAR FILL MATERIAL FOR TANK BASE

1. WATER HEATER TO BE AO. 5" WITH MODEL ELC-6. PROVIDE WITH WALL MOUNT KIT, AND DRAIN PAN.

EQUIPMENT SCHEDULE

SYSTEM NAME	UNIT	MODEL NUMBER	BTU/HR INPUT	CFM	HP	MOTOR VOLTAGE	FAN RPM	9-P	FUEL	REMARKS
EXHAUST	EF-1	GREENHECK	-	4,000	1/2	120/1PH	800	1/4"	-	NOTE 1,2,3
FRESH AIR FAN	FA-1	FRESH AIR FAN	-	4,000	1/2	120/1PH	800	1/4"	-	NOTE 1,2,4
UNIT HEATER	UH-1	REZDOR	125,000	3,843	1/2	120/1PH	1050	-	NG.	NOTE 6
WATER HEATER	UH-1	AO 5" WITH	1650 W	-	-	120/1PH	-	-	ELEC.	NOTE 1

NOTES FOR EQUIPMENT SCHEDULE:

1. PROVIDE LOW LEAK MOTORIZED DAMPERS
2. PROVIDE TOTALLY ENCLOSED MOTOR CAP, BIRDSCREEN, AND MOTORIZED DAMPER
3. DUCT TO OUTSIDE WITH WEATHER-OF CAP, BIRDSCREEN, AND MOTORIZED DAMPER
4. INCLUDES VARIABLE SPEED CONTROL.
5. PROVIDE WITH WALL MOUNT KIT AND DRAIN PAN
6. PROVIDE WITH WALL MOUNT KIT AND DRAIN PAN

MECHANICAL NOTES:

1. FURNISH AND INSTALL ALL GAS PIPING, REGULATORS, SHUT-OFF VALVES
2. PROVIDE SHUT-OFF VALVE IMMEDIATELY INSIDE BUILDING. PROVIDE 2" TO 1" REGULATOR AND SHUT OFF VALVE AT EACH APPLIANCE.

MECHANICAL SEQUENCE OF CONTROL

UH-1

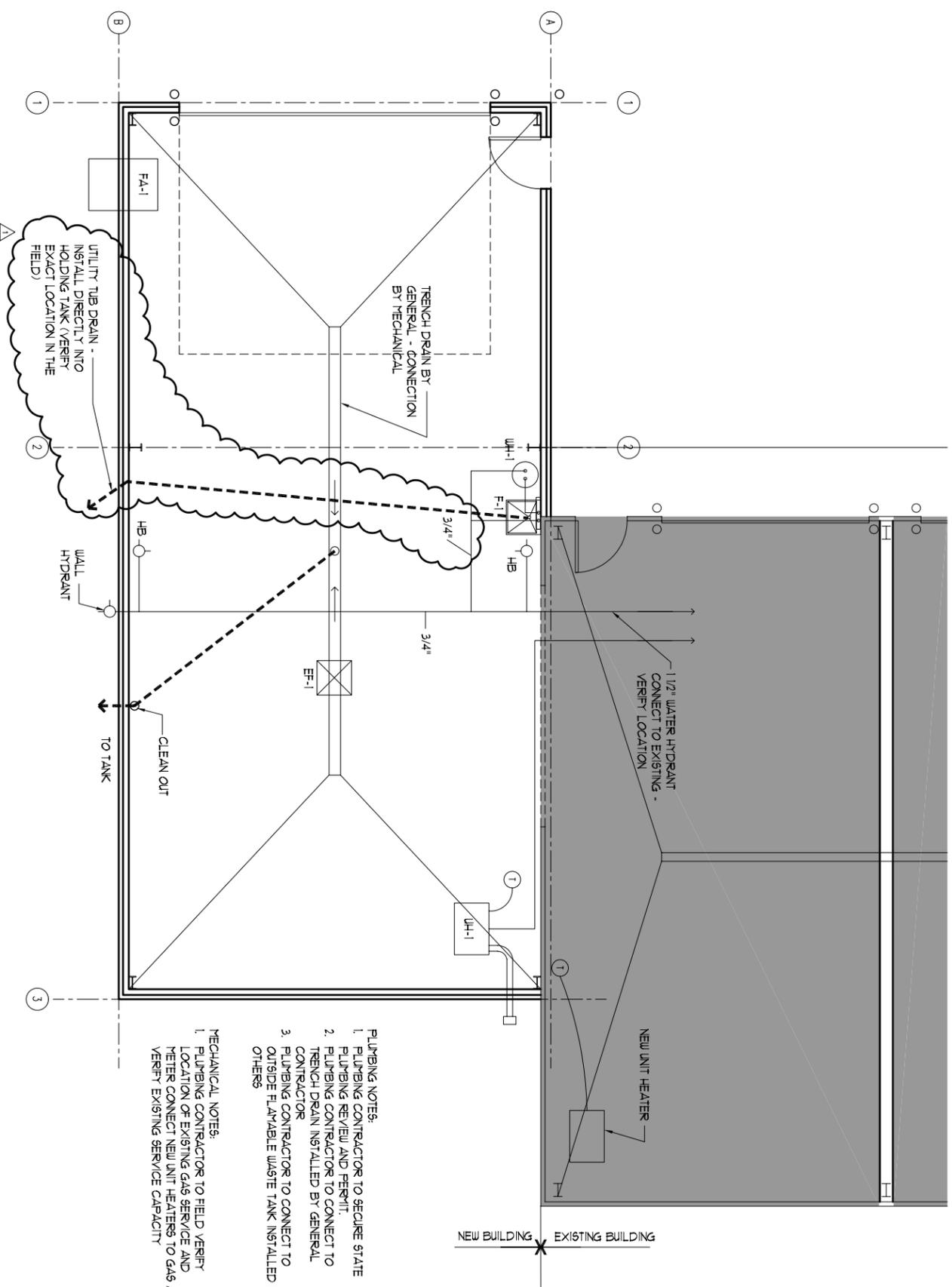
UPON A CALL FROM THERMOSTAT UH-1 SHALL OPERATE UNTIL THERMOSTAT IS SATISFIED

FA-1/EF-1

UPON A CALL FROM THE THERM T-1, EF-1, AND FA-1 MOTORIZED DAMPERS SHALL OPEN AND FANS SHALL RUN UNTIL TIMED OFF.

MOTOR AND EQUIPMENT NOTES:

1. PROVIDE OVERLOAD ELEMENTS, SIZE BASED ON MOTOR NAMEPLATE FULL LOAD CURRENT.



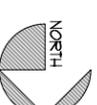
- PLUMBING NOTES:**
1. PLUMBING CONTRACTOR TO SECURE STATE PLUMBING REVIEW AND PERMIT.
 2. PLUMBING CONTRACTOR TO CONNECT TO TRENCH DRAIN INSTALLED BY GENERAL CONTRACTOR
 3. PLUMBING CONTRACTOR TO CONNECT TO OUTSIDE FLAMMABLE WASTE TANK INSTALLED BY OTHERS

- MECHANICAL NOTES:**
1. PLUMBING CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING GAS SERVICE AND METER. CONNECT NEW UNIT HEATERS TO GAS AND VERIFY EXISTING SERVICE CAPACITY

NOTE: ALL FIXTURES TO BE ABOVE 16'-0" AFF.

1 PLUMBING & HEATING SCHEMATIC PLAN

SCALE: 1/4" = 1'-0" @ 24 X 36
SCALE IN FEET
SCALE: 1/8" = 1'-0" @ 11 X 17
SCALE IN FEET
0 2 4 8



PUBLIC WORKS ADDITION

TAYLORS FALLS, MN

M1

PROJECT # 03-XXX

01-29-10

SECTION 00010 - INDEX TO SPECIFICATIONS

Division 0 - CONDITIONS OF THE CONTRACT – NOT USED

Division 1 - GENERAL REQUIREMENTS – NOT USED

Division 2 - SITE WORK

02010 Subsurface Investigation
02200 Earthwork

Division 3 - CONCRETE

03460 Precast Concrete Bunker Panels

Division 4 - MASONRY – NOT USED

Division 5 - METALS

05500 Metal Fabrications

Division 6 - WOOD AND PLASTIC – NOT USED

Division 7 - THERMAL AND MOISTURE PROTECTION – NOT USED

Division 8 - DOORS AND WINDOWS – NOT USED

Division 9 - FINISHES – NOT USED

Division 10 - SPECIALITIES – NOT USED

Division 11 - EQUIPMENT – NOT USED

Division 12 - FURNISHINGS – NOT USED

Division 13 - SPECIAL CONSTRUCTION

13135 Lean-To-Salt Storage Building

Division 14 - CONVEYING SYSTEMS – NOT USED

Division 15 – MECHANICAL – NOT USED

Division 16 - ELECTRICAL – NOT USED

SECTION 02010 - SUBSURFACE INVESTIGATION

PART ONE - GENERAL

1.1 SCOPE

- A. Conditions of the Contract, Division O and General Requirements, Division 1, govern work under this section.

1.2 SOIL BORING

- A. Soil Borings have NOT been taken.

1.3 SOIL BEARING CAPACITY

- A. Soil Bearing Capacity for project shall be 1500 psf - by Building Code minimum.

PART TWO - PRODUCT (N/A)

PART THREE - EXECUTION (N/A)

SECTION 02200 - EARTHWORK

PART ONE - GENERAL

1.1 SCOPE

- A. Conditions of the Contract, Division O and General Requirements, Division 1 shall govern work under this section.
- B. Furnish all labor, material and equipment necessary to do all earthwork indicated on the drawings and herein specified.

1.2 SITE CONDITIONS

- A. The contractor shall visit the site and examine and note all conditions as to character and extent of work involved. No extra compensation will be allowed for conditions visible by inspection or determinable by the construction documents or soil borings.

1.3 GOPHER STATE ONE CALL

- A. By law, all excavators must contact the Gopher State One Call System Notification Center 48 hours prior to excavating in the state of Minnesota.
 - 1. The telephone numbers to call are:
Outside the seven county metro (Twin Cities) area: 1-800-252-1166
Metro area: 651-454-0002

1.4 LAYOUT

- A. Layout of all work under this section shall be made by a licensed surveyor, or person acceptable to the City of Taylors Falls.
- B. Maintain all bench marks, control monuments and stakes, whether newly established by surveyor or previously existing. Protect from damage or dislocation.

1.5 EXISTING UTILITIES

- A. Where existing utilities not shown on the drawings are encountered, support, shore up, protect and immediately notify Mn/DOT and Architect/Engineer.

1.6 ADJACENT PROPERTY

- A. Restore any damage to adjacent properties, streets, landscape, and the like caused by operations of this section, all to original condition without additional cost to owner.

1.7 SLIT FENCE

- A. Furnish and install silt fence in accordance with Mn/DOT 3886 where indicated on site plan.

1.8 PROTECTION AND CLEANING

- A. Conduct work in a neat orderly manner without creating a nuisance.
- B. Do not allow dirt to accumulate on sidewalks, gutters or streets, nor shall any material be washed into sewers.

- C. Clean and sweep up any excess material daily that has accumulated in the vicinity of the site.

1.9 EXCAVATION SAFETY

- A. All excavations must comply with the requirements of O.S.H.A. 29 CFR, Part 1926, Subsection "Excavation and Trenches". This document states that excavation safety is the responsibility of the contractor.

1.10 PUMPING AND DRAINAGE

- A. Keep all excavations, pits, trenches, footing, etc., entirely free from water by pumping, trenching, or grading.
- B. When operations are interrupted by unfavorable weather conditions, prepare areas by grading and compaction to avoid ponding and erosion.

PART TWO - PRODUCTS

2.1 ENGINEERED FILL OR BACKFILL

- A. All engineered fill or backfill shall be clean coarse pit-run gravel approved by the soils laboratory from representative samples submitted by the contractor.
- B. The upper 6" of fill below slabs on grade shall be clean sand with less than 10% passing the 200 sieve.
- C. Aggregate base – conforming to Mn/DOT 3138 using class 5 aggregate.

PART THREE - EXECUTION

3.1 SOIL COMPACTION CONTROL

- A. Compaction
 1. Under structures, building slabs, aprons and pavement: All fill and backfill shall be placed in lifts not exceeding 9 inches in loose thickness and compacted with suitable mechanical equipment to at least 98 percent of maximum density obtained in accordance with ASTM D698, standard proctor method.
 2. Under unpaved areas: All fill and backfill shall be placed in lifts not exceeding 9 inches in loose thickness and compacted with suitable mechanical equipment to at least 90 percent of maximum density obtained in accordance with ASTM D698, standard proctor method.

3.2 EXCAVATING

- A. Excavate to elevations and dimensions indicated on drawing plus sufficient space to permit erection of forms. Protect the bottom of all excavations from freezing.
- B. After the above excavation has been completed, an inspection of the underlying soils shall be made by a soil engineer to determine if the soil bearing capacity meets recommendations of the soil report. This work shall be paid for by the Mn/DOT. If any additional excavating work is required to get down to a better soil bearing depth, the work will be under a supplemental agreement.
- C. Excavations shall be kept dry by pumping if standing water is present.

3.3 FILLING AND BACKFILLING

- A. Pit-run gravel containing less than 10% passing the #200 sieve, approved by the soils engineer, shall be used for fill or backfill. All areas to be filled or backfilled shall be free of debris.
- B. All slabs on grade or sidewalks, shall rest on a minimum of 6" of free draining granular fill.
- C. Any additional material required to complete earthwork shall be furnished by the contractor. Any excess material shall be hauled from the site and disposed of at contractor's expense. Any damage to the site beyond the construction limits shall be repaired by the contractor to original conditions.

SECTION 03460 - PRECAST CONCRETE BUNKER PANELS

PART ONE - GENERAL

1.1 SCOPE

- A. Conditions of the Contract, Division 0 and General Requirements, Division 1 govern work under this section.
 - 1. Subcontractors bidding this section shall refer to Section 00810; Special Provisions for Prevailing Wage Rate Requirements that apply to this project.
- B. Furnish and install all precast concrete bunker panels (solid concrete T-panels) as indicated on the drawings and hereinafter specified. Includes bunker panels, shipping, placement, installation of strap ties and base screw anchors.
- C. Work by others:
 - 1. Aggregate and granular pad base – Section 02200 - Earthwork.
 - 2. Bituminous and final grading around panels by Owner.

1.2 SUBMITTALS

- A. Submit shop drawings.
- B. Submit calculations certified by a professional engineer licensed in the state of Minnesota. Calculations shall include assumed load to panels, bolted connections, as well as overturning & sliding safety factors. Bunker panels shall be designed for 110 pcf design load.

PART TWO - PRODUCT

2.1 PRECAST CONCRETE BUNKER PANELS MATERIALS

- A. Acceptable Manufacturers
 - 1. Hanson Silo Company
 - 2. Wieser Concrete Products, Inc.
 - 3. Crest Precast, Inc.
 - 4. Approved Manufacturers
- B. Material
 - 1. Units shall conform to size, layout and jointing as detailed on the construction drawings. Units shall be neat, straight and precisely formed in the best possible manner. Concrete shall have a minimum compressive stress of 5,500 psi, air entraining 5%, allowable slump 2". Cement shall be type 3A. Provide recesses in panels for screw anchor top plate placement typical at each end of panel, inside leg.
 - 2. Reinforcing layout shall be per manufacturers standard detail or approved equivalent. Panels shall be provided with bent rod lifting hooks for installation maneuverability.

3. Admixtures - Provide corrosion inhibitor admixture to concrete panel mix. Corrosion inhibitor shall be General Resource Technology – Polychem CI or approved equivalent.

Corrosion inhibitor admixture shall be mixed at a ratio of 4 gallons per cubic yard of concrete.

C. Anchorage

1. Connector straps, anchors, etc. shall be galvanized - Provide the necessary anchors, anchor slots, lift hooks or holes, bolts, etc. as required for installation.

PART THREE - EXECUTION

3.1 PREPARATION

- A. General Contractor shall coordinate delivery and erection of precast bunker panels, provide clear site, provide and maintain access roads to allow crane and trucks to reach work area under their own power.
- B. Care shall be taken to protect the work and material of other trades during installation of the bunker panels.

3.2 INSTALLATION

- A. Precast bunker panels shall be installed according to drawings and details by workmen experienced in bunker panel erection.
- B. Units shall be erected tight and at right angles to bearing surfaces unless shown otherwise. Align and level precast concrete bunker panels using granular fill.
- C. Where connector plate inserts are required, precast bunker panel supplier shall cast connectors into slab per manufacturer standard detail.
- D. Caulking Joints - Clean joints. Caulk joints between units using silicone caulk as manufactured by G. E., DOW or approved equivalent.
- E. All required openings in the precast bunker panels are as indicated on drawings (screw anchor placement). The precast concrete bunker panel supplier shall be responsible to coordinate location of all required openings for screw anchors.
- F. After erection and caulking is completed the General Contractor will be responsible for the protection of the bunker panels.

SECTION 05500 - METAL FABRICATIONS

PART ONE- GENERAL

1.1 SCOPE

- A. Conditions of the Contract, Division 0 and General Requirements, Division 1 govern work under this section.
 - 1. Subcontractors bidding this section shall refer to Section 00810; Special Provisions for Prevailing Wage Rate Requirements that apply to this project.
- B. Furnish, fabricate, deliver to site and erect all miscellaneous metal items as shown on the drawings and hereinafter specified.
- C. Items included but are not limited to the following:
 - 1. Bollards

1.2 QUALITY ASSURANCE

- A. All miscellaneous metal items shall be designed, fabricated and installed in compliance with the Minnesota State Building Code.

1.3 SUBMITTALS

- A. Shop drawings in accordance with Section 01 3300.
- B. Shop drawings shall include large scale details of items of miscellaneous metals showing proposed methods of anchorage to surrounding structure. Each piece shall be marked plainly with suitable erection marks, which shall also be shown on the shop drawings.

PART TWO - PRODUCTS

2.1 MATERIAL

- A. Steel for miscellaneous framing and non-structural purpose - ASTM A-36, unless otherwise indicated on the drawings.

PART THREE - EXECUTION

3.1 WORKMANSHIP

- A. Work shall be made and erected square, plumb, straight, and true, accurately fitted and with tight joints and intersections, with sharp lines and angles and smooth surfaces.
- B. All work shall conform to the applicable provisions of the AISC and AWS.
- C. Welds shall be finished flush and smooth on surfaces that will be exposed after installation.

3.2 ERECTION AND FASTENING

- A. Deliver to concrete trades for building into concrete all items which are to be built into the work. Pieces requiring any field assembly shall be assembled complete under the work of this section. All work shall be installed level or plumb and in correct line.
- B. Bolts and other fasteners shall have spacings adequate to withstand all loads and stresses which may be applied to the fastening. Thru-bolts shall be used where possible and where not exposed in finished area. All fasteners, sleeves and bolts to be set in concrete or masonry for the support of miscellaneous metal, unless otherwise noted shall be furnished by this contractor, however; the setting will be done by the concrete and masonry contractor.

3.3 SHOP FINISHES

- A. Preparation - All miscellaneous metal surfaces shall be thoroughly cleaned and free of loose mill scale, rust, dirt, weld flux, weld splatter and other foreign mater, before painting.
- B. Galvanizing – hot dip galvanize items as indicated to comply with ASTM A123 for galvanized steel products.

SECTION 13135 – LEAN-TO SALT STORAGE BUILDING

PART ONE - GENERAL

1.1 SCOPE

- A. Conditions of the Contract, Division 0 and General Requirements, Division 1 govern work under this section.
- B. Furnish and install Salt Storage Building as indicated on Drawings A2 and S1 and herein specified:

1.2 SUBMITTALS

- A. Submit shop drawings in accordance with Section 01300.
- B. Shop drawings shall designate all material, sizes of members, bill of material, etc. and their respective location on the shop drawing necessary to construct the building.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery of Materials: Immediately upon delivery to site, place materials in area protected from weather. Protect materials from breaking and damaging surfaces while unloading.
- B. Storage of Materials:
 - 1. Store materials a minimum of 6" above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation and ventilation.
 - 2. Storing Seasoned Materials: Do not store seasoned materials in wet or damp portions of the site.
 - 3. Storage of preservative Treated Wood Members: Do not allow treated wood lumber to get wet in storage. Protect roof lumber from elements until sheet metal is applied.
 - 4. Metal panels and accessories stored outside shall be stacked in a dry area off the ground. Protect with canvas or waterproof paper. If plastic is used, do not cover airtight. Any damaged metal will be rejected by the owner and removed from the site by the contractor.

1.4 GUARANTEE

- A. Building shall be guaranteed for one (1) year from the date it is accepted by the Owner.

PART TWO - PRODUCT

2.1 BUILDING DESIGN LOADS

- A. Furnish materials for a building capable of supporting a 42 psf ~~or 50 psf~~ snow load on the roof, a 20 psf wind load to withstand horizontal and uplift pressures, and a 10 psf dead load.

2.2 EARTHWORK

- A. Site will be prepared by Owner to a grade of 6" below finish floor.

2.3 CONCRETE

- A. Concrete installed under this section shall meet all requirements of Sections 03100, 03200, 03300, and 03460 of this specification.

2.4 ROUGH CARPENTRY

A. Wood Members:

1. Roof joists, rims and wall girts shall be any #2 grade commercial softwood species.
2. Wall Studs shall be stud grade SPF.
3. Plywood: Conform to product Standard PS-1-74, with American Plywood Association (APA grade marking). All plywood used in this project shall not contain urea formaldehyde. Grades and type shall be as indicated on the drawings or specified herein.
Roof and wall sheathing: C-D Exterior Grade APA with a minimum span rating of 24/16.
 - a. Thickness 3/4", unless otherwise noted in structural notes for roof.
 - b. Thickness 15/32", unless noted otherwise in structural notes for wall.

B. Preservative Treatment:

1. All treated plates shall be treated with ACQ in accordance with Mn/DOT Standard Specification for Construction, Mn/DOT 3491.

C. Fasteners and Anchors:

1. All spikes, nails, bolts, washers, nuts and hangers shall be galvanized in accordance with Federal Specification FF-N-105a.

2.5 METAL ROOF, WALL PANELS AND TRIM

- A. Preformed roofing shall be R-Panel 1-1/4" rib height, 26 gauge, 36" wide as manufactured by Metal Sales Manufacturing Corps. or equivalent. Color selected by Owner.
- B. Preformed siding shall be Pro Panel II, 5/8" rib height, 9" on center, 29 gauge, 36" wide as manufactured by Metal Sales Manufacturing Corp. or equivalent. Color selected by Owner.

2.6 BIRD NETTING

- A. Provide bird netting at entire underside of roof framing.
- B. Product: 'Bird-B-Gone Inc.' 3/4" heavy duty 12/6 'Bird Net 2000' or equivalent.
- C. Provide wood backing at all splice points falling between framing materials.
- D. Provide fasteners per manufacturer instructions/recommendations.

PART THREE - EXECUTION

3.1 INSTALLATION - WOOD FRAMING

A. Selection of Lumber Members:

1. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing, and will allow making of proper connections.
2. Cut out and discard defects which render a piece unable to serve its intended function.
3. Lumber may be rejected by the Owner, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus or mold, as well as for improper cutting and fitting.

B. Joining and Assembling Members:

1. Produce joints which are tight, true and well anchored, with members assembled in accordance with the drawings.
2. Wood members shall be accurately installed; square, true to required levels and lines and adequately fastened and anchored to produce a sturdy, rigid assembly of sufficient strength to support loads imposed.

C. Nailing:

1. Use common wire galvanized nails or spikes of adequate size and length to adequately anchor or secure wood members to one another.
2. Nail without splitting wood.
3. Pre-bore as required.
4. Remove split members and replace with members meeting specified requirements.

D. Bolting:

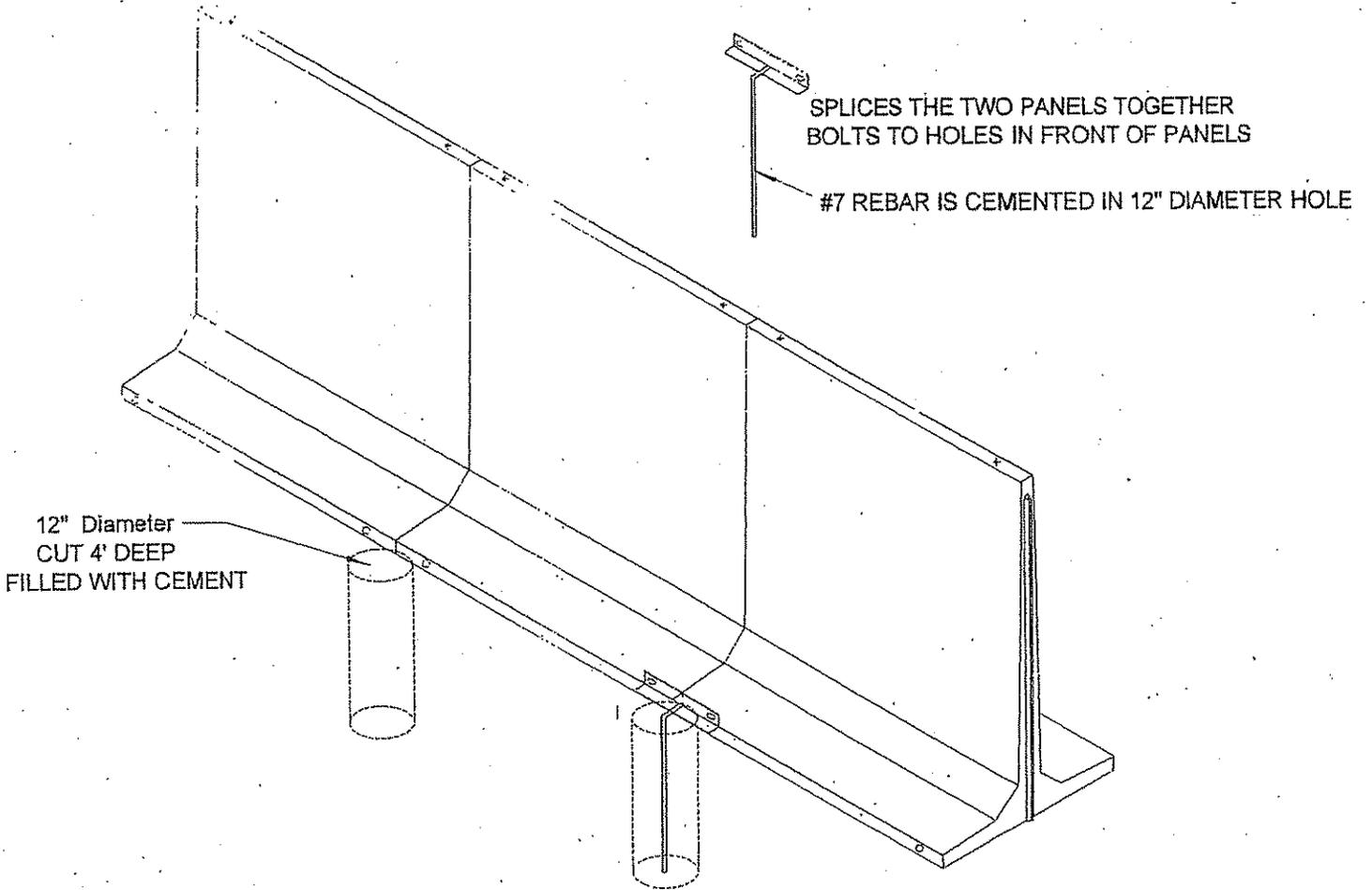
1. Drill holes 1/16" larger in diameter than bolts being used.
2. Drill straight and true from one side only.
3. Do not bear bolt threads on wood, but use washers under head and nut where both bear on wood and use washers under all nuts.

3.2 INSTALLATION - METAL PANELS

- A. Apply wall panels in one continuous length from roof line to base flashing. Roof panels may contain one splice per slope. All side laps and end laps at splices shall be caulked watertight with caulk as recommended by the manufacturer of the roof panels. Screw roof panels to sheathing with 1½" long prefinished metal screws with neoprene washers spaced and installed as recommended by the manufacturer. Provide stitch screws at all 1½" side laps at roof panels.

3.3 INSTALLATION – BIRD NETTING

- A. Install Bird Net as recommended by the manufacturer. Bird net shall fit the area to be protected so pest birds cannot enter the protected area, and so the netting blends perfectly with the architecture.



VIEW ASSEMBLED

**BUNKER PANEL ANCHORING IS REQUIRED.
 ALTERNATE ANCHORING SYSTEM SHALL BE
 AS DESIGNED BY MANUFACTURER (TYP.)
 SUPPLIER SHALL SUBMIT CERTIFIED CALC-
 ULATIONS FOR ANCHORAGE AND BUNKER
 PANEL DESIGN - PER SPECIFICATIONS**

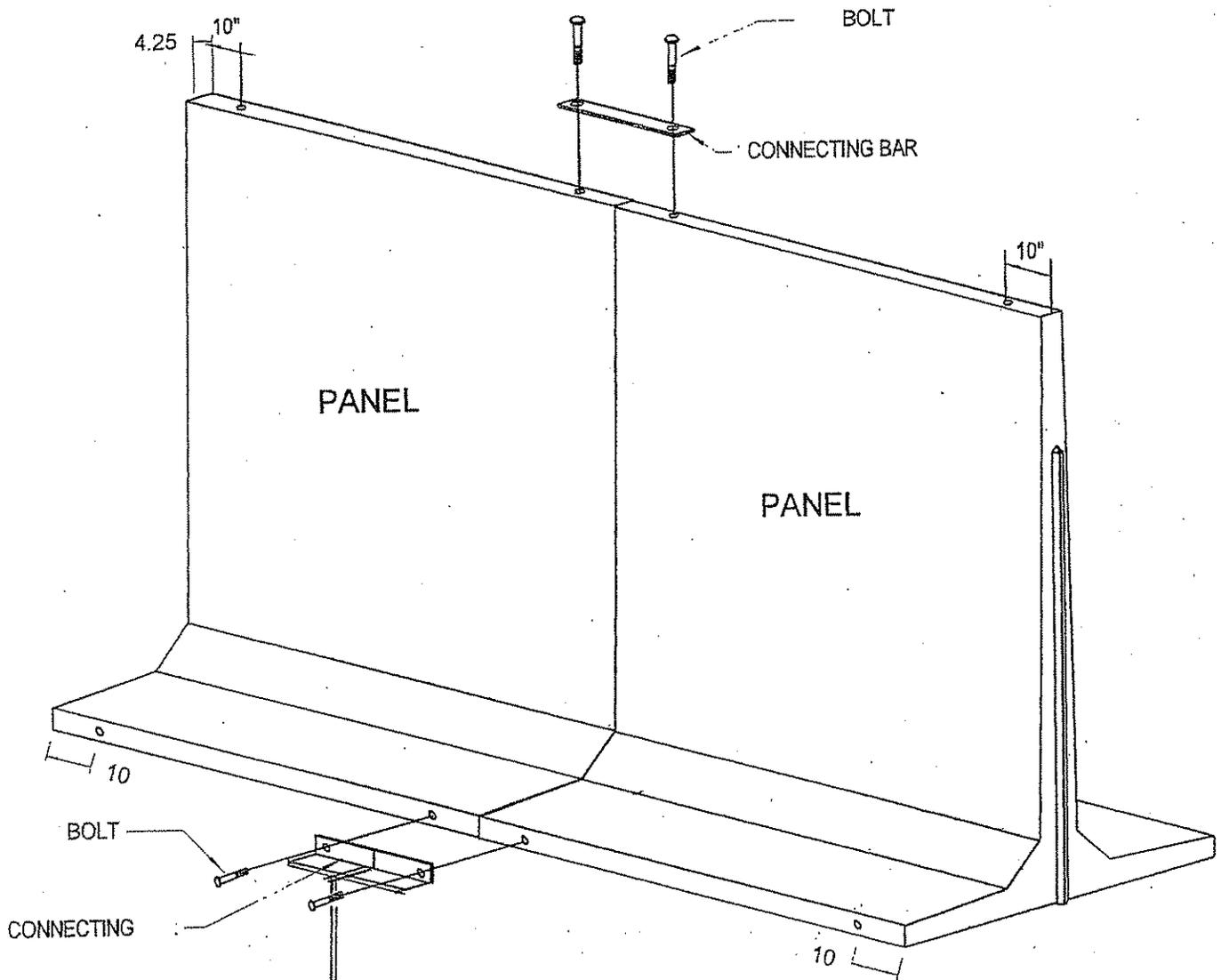


STATE OF MINNESOTA
 DEPARTMENT OF TRANSPORTATION
 OFFICE OF MAINTENANCE
 FACILITIES MANAGEMENT SERVICES
 TRANSPORTATION BUILDING MS 715
 ST. PAUL, MINNESOTA 55155-1899

**SALT STORAGE BUILDING
 TYPICAL BUNKER PANEL DETAILS**

SHEET

1



T PANEL MOUNTING

PANELS MOUNT TOGETHER WITH CONNECTING BAR AND 3/4" BOLTS



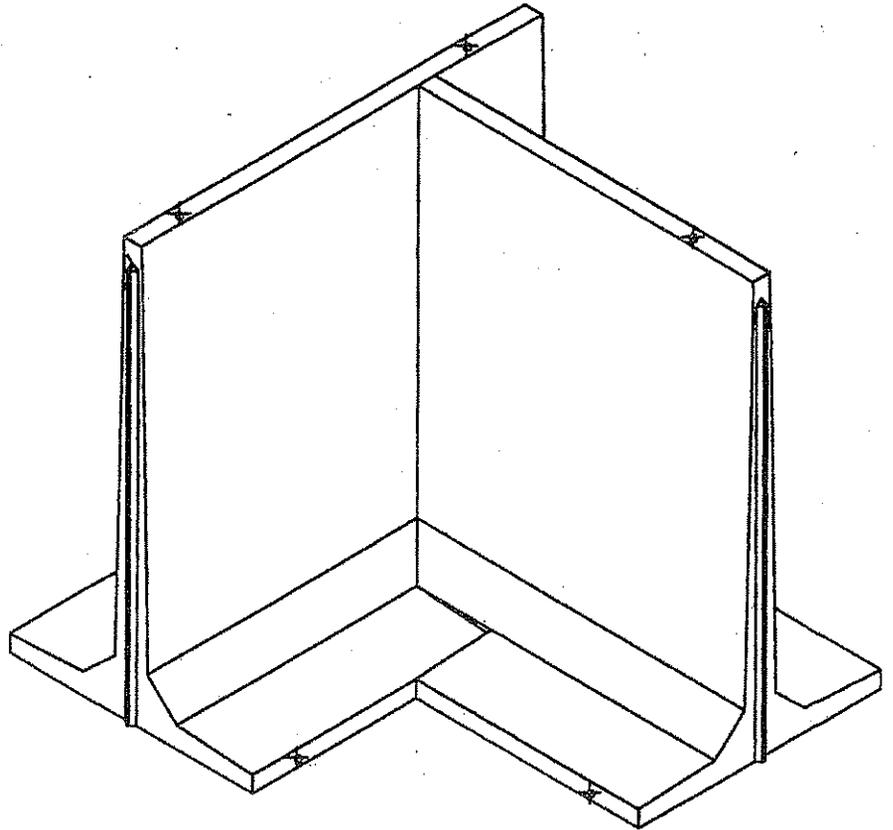
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SALT STORAGE BUILDING
 TYPICAL BUNKER PANEL DETAILS

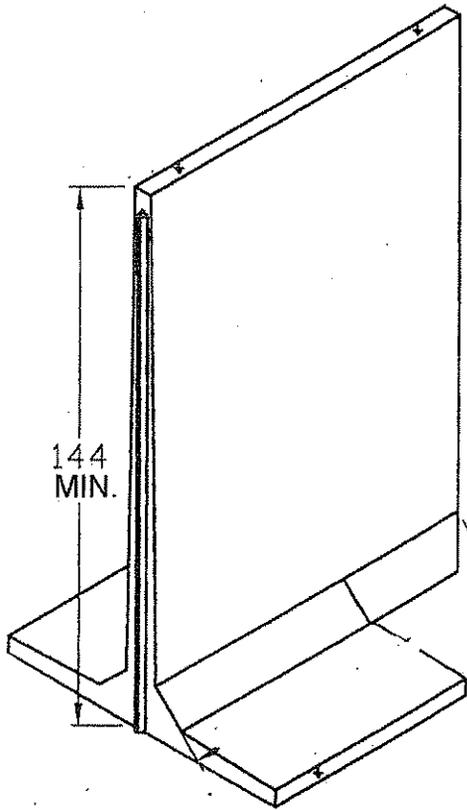
SHEET

2

TRANSITION PANEL



VIEW ADJOINING TRANSITION PANELS



12' TRANSITION PANEL



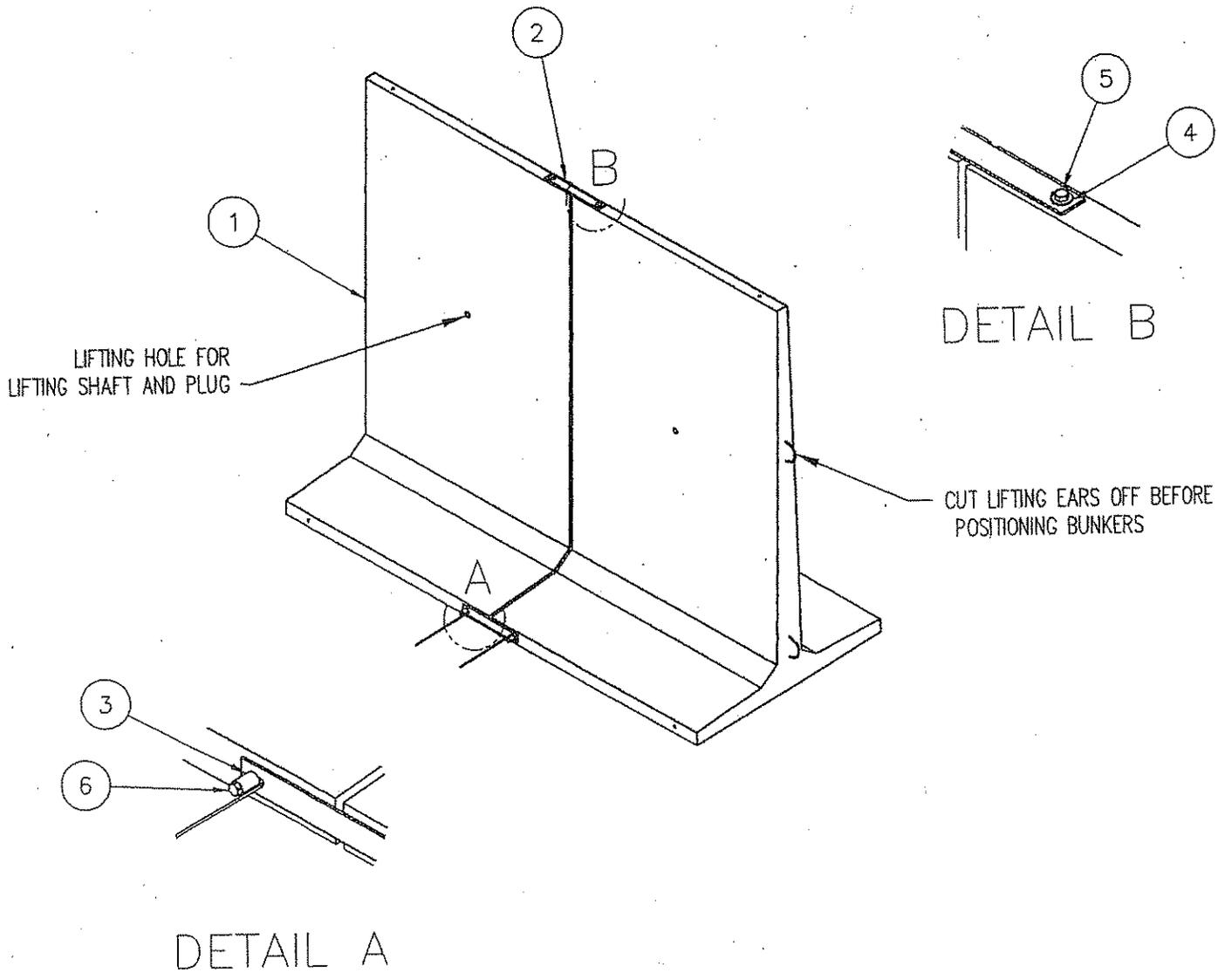
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SALT STORAGE BUILDING
TYPICAL BUNKER PANEL DETAILS

SHEET

3

"T" BUNKER INSTALLATION



6	2	B919HC5P	3/4 X 3 1/4 HH NC BLT G5P
5	4	B906HC5P	3/4 X 1 3/4 HH NC BLT G5P
4	4	W9FP	3/4 FLAT WASHER P
3	2	15007	REBAR & BUSHING WLDT
2	3	15055	CONNECTOR BAR
1	2	15027	12' T BUNKER
ITEM	QTY	PN	DESCRIPTION

RESOLUTION 10-07-03

**CITY OF TAYLORS FALLS
COUNTY OF CHISAGO
STATE OF MINNESOTA**

**A RESOLUTION ACCEPTING A GRANT
FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR**

WHEREAS the Taylors Falls Fire Department requires funding for the acquisition of 800 MHz radios to comply with the Federal Communication Commissions mandate; and

WHEREAS the Taylors Falls Fire Department received authorization from the City Council on March 22, 2010 to submit a grant application to the United States Department of the Interior for the Rural Fire Assistance Grant, administered by the National Parks Service; and

WHEREAS the National Parks has notified the City that it has been awarded \$16,380.00 for the purchase of compliant radios, as described in the grant application;

SO THEREFORE BE IT RESOLVED by the Taylors Falls City Council that it hereby signifies the acceptance of the Rural Fire Assistance Grant in the amount of \$16,380.00 from the United States Department of the Interior, administered by the National Parks Services, for the purchase of compliant 800 MHz radios.

BE IT FURTHER RESOLVED that City's 10% match of \$1,820.00 will be taken from the Fire Department Equipment Fund (407).

APPROVED THIS 26th OF JULY, 2010

Michael D. Buchite, Mayor

ATTEST:

Jo Everson, Clerk-Treasurer

RESOLUTION 10-07-04

**CITY OF TAYLORS FALLS
CHISAGO COUNTY
STATE OF MINNESOTA**

A RESOLUTION ACCEPTING A DONATION FROM XCEL ENERGY

WHEREAS, the City of Taylors Falls is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statutes 412.21 and 465.03 for the benefit of its citizens; and

WHEREAS, the City of Taylors Falls has received a donation in the amount of \$500.00 from Xcel Energy to be used towards training for the Fire Department;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TAYLORS FALLS, MINNESOTA that it hereby acknowledges and accepts the \$500.00 donation from Xcel Energy.

BE IT FURTHER RESOLVED that the City Council of the City of Taylors Falls expresses its thanks and appreciation for the donation towards the training expenses for the Taylors Falls Fire Department. Said donation shall be deposited in the General Fund (101).

Adopted by the City Council on this 26th of July, 2010

Michael D. Buchite, Mayor

ATTEST:

Jo Everson, Clerk-Treasurer