

**CITY OF COLUMBUS  
2021-2022 LAWN MOWING SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of March, 2021 by and between the City of Columbus, a Minnesota municipal corporation (the “City”) and RVS Turf & Snow, Inc. (the “Contractor”).

RECITALS

WHEREAS, the City wishes to purchase the services of the Contractor for mowing of the City parks and trimming as needed, and

WHEREAS, there are funds available for the purchase of these services;

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

- 1.) Term of Agreement. The Contractor agrees to furnish services on behalf of the City during the 2021 and 2022 mowing season.
- 2.) Services to be Provided. The Contractor agrees to furnish services more fully described in **Exhibit A** attached to this Agreement.
- 3.) Payment for Services. Payment for services shall be made directly to the Contractor after completion of services, upon the presentation of a claim in the manner provided by law for payment of claims against the City. Payment for services rendered shall be based upon the payment schedule based on Exhibit A to this Agreement (Exhibit A is itemized on a cost per time basis).
- 4.) Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners of joint ventures within the City. No tenure or any rights or benefits, including Worker’s Compensations or other benefits available to City employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- 5.) Indemnification and Insurance. The Contractor agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur or be required to pay arising out of the Contractor’s performance or failure to adequately perform its obligations pursuant to this Agreement.

Contractor further agrees that in order to protect itself as well as the City under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:

- (a) Commercial general liability insurance covering personal injury, including death, and claims for property damage which may arise out

of Contractor's work or the work of subcontractors, or by anyone directly or indirectly employed by any of them. This insurance policy shall be a single limit insurance policy in the amount of at least \$1,000,000.00. The City shall be named as additional insured on said policy and the Contractor shall file a copy of the certificate of insurance with the City.

- (b) Worker's Compensation Insurance. Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Contractor will furnish the City with a certificate of insurance listing the City as a certificate holder.

- 6.) Date Practices. All data collected, created, received, maintained or disseminated for any purposes by the activities of Contractor because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.
- 7.) Records – Availability and Retention. Pursuant to Minn. Statutes, Chapter 16B.06, subd. 4, the Contractor agrees that the City, the State Auditor or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the contractor and involve transactions relating to this Agreement.

Contractor agrees to maintain these records for a period of three years from the date of termination of this Agreement.

8.) Merger and Modification.

- (a) It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- (b) Any material alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9.) Default and Cancellation.

- (a) If the contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the

performance of the Agreement, this shall constitute default for which the City may immediately cancel this Agreement.

- (b) Unless the Contractor’s default is excused, the City may, upon written notice, immediately cancel this agreement in its entirety.
- (c) This Agreement may be canceled with or without cause by either party upon thirty days written notice.
- (d) The City may immediately cancel this Agreement if the Contractor fails to comply with any applicable federal, state or local law, including without limitation, laws governing the use of undocumented aliens.

10.) Subcontracting and Assignment. Contractor shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

11.) Nondiscrimination. During the performance of this Agreement, the Contractor agrees to the following:

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

CITY OF COLUMBUS

RVS Turf & Snow, Inc.

By: \_\_\_\_\_  
Jesse H. Preiner, Mayor

By: \_\_\_\_\_  
Ryan Stark  
Its: Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Elizabeth Mursko, City Administrator

Date: \_\_\_\_\_



**CITY OF COLUMBUS**  
**2020-2021 PARK MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of March, 2021 by and between the City of Columbus, a Minnesota municipal corporation (the “City”) and RVS Turf & Snow, Inc. (the “Contractor”).

RECITALS

WHEREAS, the City wishes to purchase the services of the Contractor for park maintenance, preparation of ball fields, minor repair, trash removal, lawn mowing, and trimming trees, bushes and other vegetation as needed; and

WHEREAS, the City Council approved the expenditure of City funds for this purpose at its regular meeting of September 10, 2020, and directed the City Administrator and City Attorney to prepare this Agreement.

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

- 1.) Term of Agreement. The Contractor agrees to furnish park maintenance services to the City from April 1, 2021 through October 31, 2022.
- 2.) Services to be Provided. The Contractor agrees to furnish all services more fully described in **Exhibit A** attached to this Agreement.
- 3.) Payment for Services. Payment for services shall be made directly to the Contractor after completion of services, upon the presentation of a claim in the manner provided by law for payment of claims against the City. Payment for services rendered shall be based upon the payment schedule attached to this Agreement as **Exhibit B**.
- 4.) Independent Contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners of joint ventures within the City. No tenure or any rights or benefits, including Worker’s Compensation or other benefits available to City employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- 5.) Indemnification and Insurance. The Contractor agrees it will defend, indemnify and hold harmless the City, its officers, contractors and employees against any and all liability, loss costs, damages and expenses which the City, its officers, contractors or employees may hereafter sustain, incur or be required to pay arising out of the Contractor’s performance or failure to adequately perform its obligations pursuant to this Agreement. Contractor further agrees that in order to protect itself as well as the City under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:
  - (a) Commercial general liability insurance covering personal injury, including death, and claims for property damage which may arise out of

Contractor's work or the work of subcontractors, or by anyone directly or indirectly employed by any of them. This insurance policy shall be a single limit insurance policy in the amount of at least \$1,000,000.00. The City shall be named as additional insured on said policy and the Contractor shall file a copy of the certificate of insurance with the City.

- (b) Worker's Compensation Insurance. Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Contractor will furnish the City with a certificate of insurance listing the City as a certificate holder.
- 6.) Complaint Resolution Process. If a complaint regarding maintenance of the parks is received by City staff, the complaint will be referred to the Public Works supervisor for immediate resolution by Contractor. If the complaint is not satisfactorily resolved within 48 hours of receipt by Contractor, then the City Administrator will schedule a meeting with the Public Works supervisor, Contractor and City Administrator to seek resolution. If the complaint is still unresolved, then the City Administrator will place the Park Maintenance Contract on the City Council agenda to allow the City Council to consider cancellation as provided in Section 10 of this Agreement.
  - 7.) Data Practices. All data collected, created, received, maintained or disseminated for any purposes by the activities of Contractor because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.
  - 8.) Records – Availability and Retention. Pursuant to Minn. Statutes, Chapter 16B.06, subd. 4, the Contractor agrees that the City, the State Auditor or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of three years from the date of termination of this Agreement.
  - 9.) Merger and Modification.
    - (a) It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
    - (b) Any material alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

10.) Default and Cancellation.

- (a) If the contractor fails to perform any of the provisions of this Agreement or undertakes the work in a manner that endangers the public, the City, its employees, contractors or officers, this shall constitute default for which the City may immediately cancel this Agreement.
- (b) This Agreement may be canceled with or without cause by either party upon thirty days written notice.
- (c) The City may immediately cancel this Agreement if the Contractor fails to comply with any applicable federal, state or local law, including without limitation, laws governing the use of undocumented aliens.

11.) Subcontracting and Assignment. Contractor shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

12.) Nondiscrimination. During the performance of this Agreement, the Contractor agrees to the following:

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

CITY OF COLUMBUS

RVS Turf & Snow, Inc.

By: \_\_\_\_\_  
Jesse H. Preiner, Mayor

By: \_\_\_\_\_  
Ryan Stark  
Its: Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Elizabeth Mursko, City Administrator

Date: \_\_\_\_\_

**EXHIBIT A****PARK & GROUNDS 2021-2022 TASK LIST**

This position requires performing manual labor to maintain the City parks, park facilities and city common area grounds.

Contracted Task List:

1. Maintenance of trees, shrubs and other forms of vegetation in all three parks:
  - Weed control (Round-Up) around ball fields and fences;
  - Check for down branches;
  - Water small trees and flower beds; and
  - Garden maintenance.
2. Pickup and remove refuse and empty trash and recycle containers in both parks (Monday and Thursday).
3. Perform minor repair and general maintenance of standard park facilities such as benches, signs, and tables; graffiti clean-up; maintain weeds in playground areas, check and rake playground surfaces as needed with pea rock or wood chips and perform any minor maintenance on all park playground equipment (three sets of swings, tot lot, large playground area and basketball court) in both parks.
4. Check and refill dog waste bags as needed (Monday and Thursday).
5. Check portable toilets (clean and secure); check all picnic tables and grills; clean as needed; check trail for debris (Monday and Thursday).
6. Picnic shelter (power wash, clean concrete and clean tables).
7. Tennis courts (check nets, blow debris off courts, and pick up garbage).
8. Maintain four baseball diamonds (drag fields, lime base line, etc.):
  - Grade and reshape ball fields - filling in low areas;
  - Drag and mark fields twice a week (April, May, June, July) (Monday & Thursday);
  - Drag once per week and mark only by request (August, September & October) (Monday);
  - Check plugs and home plates; and
  - Check bleachers and clean players benches.
9. Mow and trim lawns at City Hall, Senior Center, Fire Hall, Public Works building, lift stations, roundabouts and well house areas.
10. Report any dangerous, hazardous or unsafe conditions within City owned property to Public Works Superintendent.



## EXHIBIT B

### City of Columbus Park Maintenance 2021-2022

**RVS Turf & Snow Inc.**

Ryan Stark

13192 Cedar Ridge Ln

Lindstrom, MN 55045

**April 1st through October 31st 2021-2022**

Job	2019-2020 Price	2021-2022 Price	
<b>Field Maint.</b>	\$6,500	\$6,500	
Columbus supplies drags, chalk and field dirt.			
<b>Weekly Park Maintenance</b>	\$2,800	\$3,000	*\$200 increase
(Monday/Thursday general cleaning, empty garbage, check/clean bathrooms and picnic, weed control in landscaping, rock and chip maint.)			
Columbus supplies garbage and doggy bags.			
<b>Pressure Washing</b>	\$400	\$400	
Spring, Summer, Fall			
<b>Tennis Courts</b>	\$150	\$150	
<b>Garden Maint.</b>	\$150	\$150	
<b>Total for Park Maintenance</b>	<b>\$10,000</b>	<b>\$10,200</b>	
<b>Mowing Under Park Maintenance Contract</b>			
(Well houses, lift stations, two roundabouts, around city hall, fire hall and public works for the whole season)			
	<b>\$3,850</b>	<b>\$5,350</b>	
			*small increase plus added the lift station by the asphalt plant and the two roundabouts
<b>Total</b>	<b>\$13,850</b>	<b>\$15,550</b>	
<b>Other</b>			
<b>Home Plate replacement</b>		\$210	
Columbus supplies plate		per time	
<b>Tree and garden watering</b>		\$210.00	
Columbus supplies water		per time	
<b>Tree Trimming for the whole year</b>		up to \$1,200	
<b>Hourly Labor rate</b>	First hour \$35	after \$30	
<b>Payment Schedule</b>			
<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>
<b>August</b>	<b>September</b>	<b>October</b>	<b>Total</b>
\$2,000	\$2,500	\$2,500	\$2,500
\$2,500	\$2,500	\$2,250	\$1,300
			<b>\$15,550</b>



## MEMORANDUM

**Date:** March 3, 2021

**To:** Mayor & City Council Members  
Elizabeth Mursko, City Administrator

**From:** Kevin F. Bittner, City Engineer *KFB*

**Subject:** 2017 Building Permit Follow-Up  
Garage Construction and Drainage - 5137 190<sup>th</sup> Ln NE  
BMI Project No.: 0R1.123508

In accord with the December 10, 2020 letter from City Administrator Elizabeth Mursko to Mr. Todd Mercil at 5137 190<sup>th</sup> Ln NE, which stipulated requirements to address drainage deficiencies related to his 2017 building permit for a garage addition, Mr. Mercil has submitted the attached drainage plan via email dated January 28, 2021.

Based on the review of the plan by Water Resource Engineer Tim Olson and me, we find that the plan satisfactorily addresses the drainage deficiencies associated with the 2017 building permit and recommend that Mr. Mercil move forward with the improvement. The improvement consists primarily of installing the existing flexible drainage pipe on the north side of the garage below ground and connecting to his existing tile system which runs along the west side of the house.

We further recommend that Mr. Mercil perform annual maintenance on his entire drainage system and on the swales on the north side of the house and the south side of the garage so that drainage makes it all the way to the lake and to the existing catch basin without spilling on to neighboring property.

Upon completion of the work, Mr. Mercil should notify me so that a final inspection can be performed to determine compliance with the submitted plan and final close-out of the issues associated with the building permit.

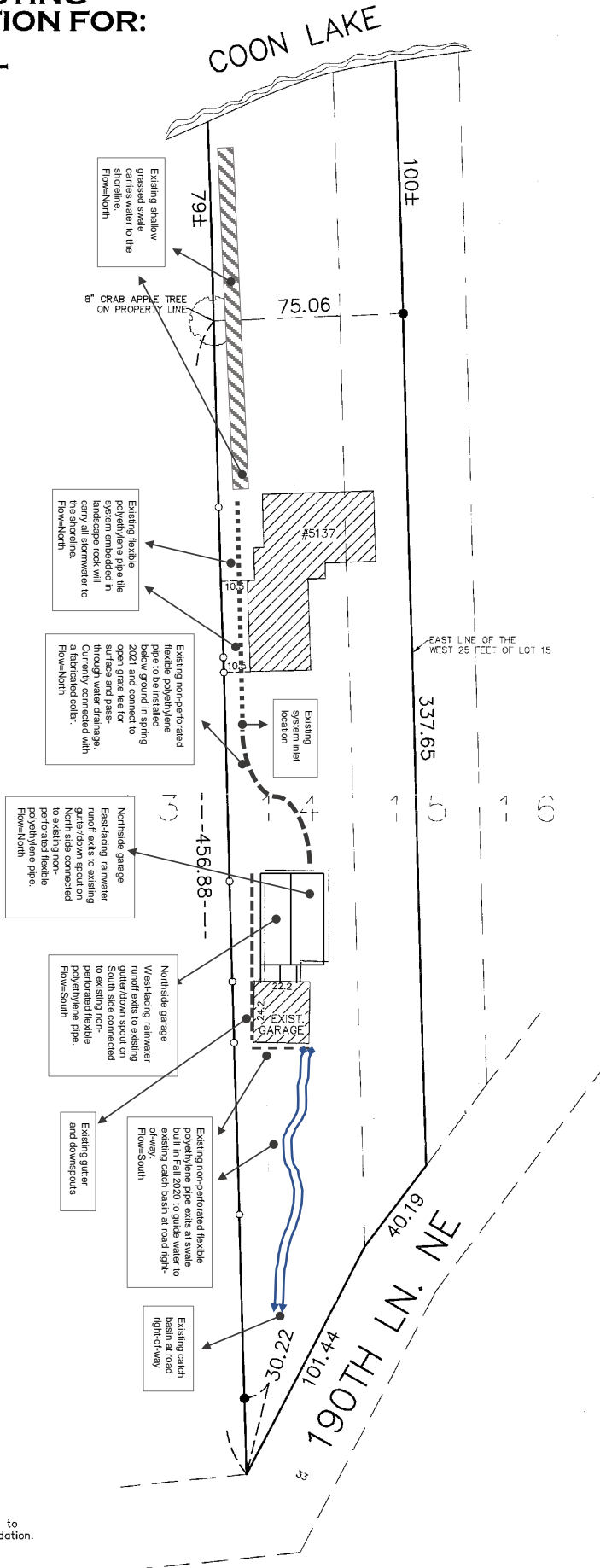
# SKETCH OF EXISTING GARAGE LOCATION FOR: TODD MERCIL



SCALE: 1 INCH = 40 FEET

**LEGEND**

- Found Iron Monument
- Set Spike w/ Ribbon



**NOTES:**

- Base survey provided by others.
- All existing building dimensions are measured to the finished siding and not the building foundation.
- No search was made for any easements.

**W. BROWN LAND SURVEYING, INC.**  
8030 CEDAR AVENUE SO., SUITE 228.  
BLOOMINGTON, MN 55425  
BUS: (952) 854-4055  
FAX: (952) 854-4268



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly registered Land Surveyor under the laws of the State of Minnesota.  
**W. BROWN LAND SURVEYING, INC.**  
WOODROW A. BROWN, R.L.S. MN REG 15230  
DATED: 11-16-2016

**SITE ADDRESS:**  
337.65th St.  
Columbia, MN 55722

**PROPERTY DESCRIPTION**  
Lot 14 and the West 25 Feet of Lot 15, GEORGE'S REARRANGEMENT, Andra County, Minnesota.

<b>JOB NO.</b>	276-16
<b>BOOK/PAGE</b>	152/19
<b>SHEET</b>	1 of 1
<b>SCALE</b>	1" = 40'
<b>DRAWN</b>	CMS
<b>REFERENCE</b>	

## City of Columbus Calendar of Meetings

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### March & April 2021

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
21	22	23 <b>5:00 pm Fall Fest Mtg.</b>	24 <b>4:00-6:00 pm CC Workshop 7:00 pm CC Mtg.</b>	25	26	27
28	29	30	31 <b>6:00 pm CC Special Mtg. Hornsby Street</b>	1 <b>April</b>	2	3
4	5	6	7 <b>6:00 pm PC &amp; CC Joint Mtg.</b>	8	9	10