
**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◻ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: April 30, 2014
**RE: Resolution Approving Agreement with Glewwe Doors, Inc. Relating to
Installation of Automatic Door Openers in Connection with Disability Grant
from the State of Minnesota
May 6, 2014 Council Meeting; Agenda Item 8(a)**

Section 1. Background. Under the Disability Grant Contract between the State of Minnesota and the City of Sunfish Lake (approved at the March 4, 2014 Council meeting), the City is receiving grant funds in the amount of \$8,918.21 from the State of Minnesota to be used for purchasing automatic door openers for the one and only polling place in the City located at St. Anne's Episcopal Church at 2035 Charlton Road, Sunfish Lake, Minnesota (St. Anne's) for the sole purpose of improving access to the polling place for persons with disabilities.

Glewwe Doors, Inc. provided a quotation to the City dated November 11, 2013 in the amount of \$9,749.79 for the installation of automatic door openers at St. Anne's (the Project). The grant funds of \$8,918.21 to be received by the City from the State of Minnesota leave a funding gap of \$831.58. By letter dated December 2, 2013, St. Anne's committed to fund the gap in the amount of \$831.58.

The City and St. Anne's desire that the automatic door openers and appurtenances as described in the Glewwe proposal be installed and that the cost of \$9,749.79 be paid to Glewwe by \$8,918.21 coming from the State of Minnesota grant money to be received by the City and by \$831.58 coming from payment by St. Anne's.

Section 2. Agreement with Glewwe. The salient terms of the attached Agreement between the City of Sunfish Lake and Glewwe Doors, Inc. are as follows:

1. Glewwe agrees that the cost of the Project shall be \$9,749.79. At the May 6, 2014 Council meeting, City Clerk Cathy Iago will report whether the amount is paid in installments or at the completion of the Project.

2. Glewwe agrees that the automatic door openers will be installed no later than June 30, 2014.
3. Glewwe agrees to take before and after pictures of the Project showing the entrance doors at St. Anne's prior to installation of the automatic door openers and the entrance doors at St. Anne's after installation of the automatic door openers.
4. Glewwe agrees to name the City as an additional insured on the insurance policy it obtains in connection with the Project.

Section 3. Council Action. At the May 6, 2014 Council meeting, the Council is asked to consider the attached Resolution Approving an Agreement between the City of Sunfish Lake and Glewwe Doors, Inc. relating to the installation of automatic door openers at St. Anne's.

At the May 6, 2014 Council meeting, City Clerk Cathy Iago will report on the following:

1. Confirmation of pricing for the Project.
2. Schedule for completion of the Project.
3. Confirmation as to the scope of the work including the electrical work associated with the Project.

Cathy Iago is meeting with Glewwe Doors, Inc. on Thursday, May 1, 2014 and will update the Council at the meeting.

Attachments

**CITY OF SUNFISH LAKE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 14-_____

**RESOLUTION APPROVING AN AGREEMENT WITH GLEWWE DOORS, INC.
RELATING TO THE INSTALLATION OF AUTOMATIC DOOR OPENERS
AT ST. ANNE'S EPISCOPAL CHURCH**

WHEREAS, under a Disability Grant Contract between the State of Minnesota and the City of Sunfish Lake, the City is receiving grant funds in the amount of \$8,918.21 from the State of Minnesota to be used for purchasing automatic door openers for the one and only polling place in the City located at St. Anne's Episcopal Church at 2035 Charlton Road, Sunfish Lake, Minnesota (St. Anne's) for the sole purpose of improving access to the polling place for persons with disabilities.

WHEREAS, Glewwe Doors, Inc. (Glewwe) provided a quotation to the City dated November 11, 2013 in the amount of \$9,749.79 for the installation of automatic door openers at St. Anne's (the Project). The grant funds of \$8,918.21 to be received by the City from the State of Minnesota leave a funding gap of \$831.58. By letter dated December 2, 2013, St. Anne's committed to fund the gap in the amount of \$831.58.

WHEREAS, the City and St. Anne's desire that the automatic door openers and appurtenances as described in the Glewwe proposal be installed and that the cost of \$9,749.79 be paid to Glewwe by \$8,918.21 coming from the State of Minnesota grant money to be received by the City and by \$831.58 coming from payment by St. Anne's.

WHEREAS, Glewwe agrees that the cost of the Project shall be \$9,749.79, which amount shall be paid by the City to Glewwe as follows:

- \$_____ before beginning work.
- Remainder within 30 days after invoice.

WHEREAS, Glewwe agrees that the automatic door openers will be installed no later than June 30, 2014.

WHEREAS, Glewwe agrees to take before and after pictures of the Project showing the entrance doors at St. Anne's prior to installation of the automatic door openers and the entrance doors at St. Anne's after installation of the automatic door openers.

WHEREAS, Glewwe agrees to name the City as an additional insured on the insurance policy it obtains in connection with the Project.

NOW, THEREFORE, BE IT RESOLVED, as follows:

- 1.) The Council hereby approves the attached Agreement between the City of Sunfish Lake and Glewwe Doors, Inc. (Agreement).
- 2.) The Council authorizes the Mayor and City Clerk to execute the Agreement on behalf of the City.

- 3.) The Council hereby authorizes the initial payment to Glewwe Doors, Inc. relating to the installation of the automatic door openers in the manner set forth in the Agreement.

Passed this 6th day of May, 2014.

Molly Park, Mayor

ATTEST:

Catherine Iago, City Clerk

AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into this 6th day of May, 2014 by and between the City of Sunfish Lake, a Minnesota municipal corporation ("City") and Glewwe Doors, Inc., a Minnesota corporation ("Glewwe"). City and Glewwe hereby agree:

ARTICLE 1 **RECITALS**

WHEREAS, under a Disability Grant Contract between the State of Minnesota and the City of Sunfish Lake, the City is receiving grant funds in the amount of \$8,918.21 from the State of Minnesota to be used for purchasing automatic door openers for the one and only polling place in the City located at St. Anne's Episcopal Church at 2035 Charlton Road, Sunfish Lake, Minnesota (St. Anne's) for the sole purpose of improving access to the polling place for persons with disabilities.

WHEREAS, Glewwe provided a quotation to the City dated November 11, 2013 in the amount of \$9,749.79 for the installation of automatic door openers at St. Anne's (the Project). The grant funds of \$8,918.21 to be received by the City from the State of Minnesota leave a funding gap of \$831.58. By letter dated December 2, 2013, the Church committed to fund the gap in the amount of \$831.58.

WHEREAS, the City and St. Anne's desire that the automatic door openers and appurtenances as described in the Glewwe proposal be installed and that the cost of \$9,749.79 be paid to Glewwe by \$8,918.21 coming from the State of Minnesota grant money to be received by the City and by \$831.58 coming from payment by St. Anne's.

ARTICLE 2 **AGREEMENT**

2.1 Agreement with Glewwe. This Agreement sets forth the terms relating to the Project. Glewwe agrees to install the automatic door openers at St. Anne's according to the proposal submitted by Glewwe to the City, which is attached hereto.

2.2 Cost of Project and Payment. Glewwe agrees that the cost of the Project shall be \$9,749.79, which amount shall be paid by the City to Glewwe as follows:

- \$ _____ before beginning work.
- Remainder within 30 days after invoice.

2.3 Completion Date. Glewwe agrees to install and complete the Project no later than June 30, 2014.

2.4 Before and After Pictures. Glewwe agrees to take before and after pictures of the Project showing the entrance doors at St. Anne's prior to installation of the automatic door openers and the entrance doors at St. Anne's after installation of the automatic door openers.

2.5 Insurance. Glewwe agrees to name the City as an additional insured on the insurance policy it obtains in connection with the Project.

2.6 Access. City will arrange for St. Anne's to grant access to Glewwe to enter the St. Anne's property to install the Project.

2.7 Contact Persons. The contact persons for Glewwe and the City are:

Glewwe: Glewwe Doors, Inc.
 935 Apollo Road
 Eagan, MN 55121

City: City of Sunfish Lake
 Catherine Iago, City Clerk
 7378 Jordon Avenue South
 Cottage Grove, Minnesota 55016

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IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date shown above.

GLEWWE DOORS, INC.:

By: _____

Dated: May ____, 2014

**CITY:
CITY OF SUNFISH LAKE**

By: _____
Molly Park
Its: Mayor

ATTEST:

Catherine Iago, City Clerk

Dated: May 6, 2014



ESTIMATE

AMD13-1031-0905

Bill To

Saint Anne's Episcopal Church
2035 Charlton Road
Sunfish Lake, MN 55118

Ship To

Saint Anne's Episcopal Church
2035 Charlton Road
Sunfish Lake, MN 55118

Estimate Date: 11-11-13

Ship/Service Date: 25 Business Days

Ship Via: SERVICE WORK

P.O. Number:

Attn: Doug Rude

Phone: (651) 408-4988

Cell:

Fax:

E-mail: doug@therudes.com

Door # (s) Office Parish Hall Entrance

Qty	Description	Model
2	LCN Automatic Operator (Regular Arm)	
1	LAR Guide Rail Post (4') x Clear Anodized	
1	LAR Bollard Poast	
4	LAR Actuator Switch	

NOTES:

1. ALTERNATE: Please deduct (-) \$1,268.00 from total bid amount for RF actuator switch application.

Glewwe Doors Inc. Service INCLUDES the Following:

Service department to contact Doug Rude prior to service: (651) 408-4988
Service department to coordinate electrical services through the electrician.
Install the above material accordingly.

Glewwe Doors Inc. Service does NOT Include the Following:

Estimate Total

\$9,749.79

No Tax - Service Inc.

Sales Representative

Al DeBoer #612-710-0435
aldeboer@glewwedoors.com

Please contact sales representative to proceed with this estimate. Back Charges for work done without prior written authorization from Glewwe Doors, Inc. will not be accepted. This estimate is subject to change if not accepted within (30) days. Glewwe Doors, Inc. is a material supplier only, no retainage will be accepted. Terms: full payment net (30) days from the date of invoice - 1.5% monthly late charge will be added to past due balances.

AMDQ4884

935 Apollo Road - Eagan, MN 55121 PH: 651-456-9194 / FX: 651-456-9956

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