

**AGENDA
CITY COUNCIL
SPECIAL MEETING
CITY OF EAST GRAND FORKS
AUGUST 30, 2011
5:00 P.M.**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

1. Consider adopting a Resolution No. 11-08-72 a Resoluion authorizing the City Administrator to procure construction materials for Sherlock Forest Playground Reconstruction; and authorizing the City Administrator to reimburse non-profit organizations for labor services for the Sherlock Forest Playground Reconstruction.

ADJOURN

**AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
AUGUST 30, 2011
5:00 PM**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

1. Safe Routes to School – Nancy Ellis
2. Speed study on Bygland Road – Council Member Leigh
3. Civic Recreation Center & VFW Memorial Arena Lease Agreemeent – Dave Aker
4. Preliminary Budget – Scott Huizenga

ADJOURN

Upcoming Meetings

Regular Meeting – September 6, 2011 – 5:00 PM – Council Chambers
Work Session – September 13, 2011 – 5:00 PM – Training Room
Regular Meeting – September 20, 2011 – 5:00 PM – Council Chambers

RESOLUTION NO. 11 – 08 - 72

Authorizing the City Administrator to procure construction materials for Sherlock Forest Playground Reconstruction; and authorizing the City Administrator to reimburse non-profit organizations for labor services for the Sherlock Forest Playground Reconstruction.

Council Member ____, supported by Council Member ____, introduced the following resolution and moved its adoption:

WHEREAS, the Sherlock Forest Playground sustained damage to 75 percent of the facility due to accidental fire on Friday, May 27, 2011 and

WHEREAS, the City Council of East Grand Forks desires to rebuild the Sherlock Forest Playground to at least its design prior to the fire; and

WHEREAS, the City of East Grand Forks formally advertised and solicited quotations for construction materials from multiple vendors; and

WHEREAS, the League of Minnesota Cities Insurance Trust (LMCIT) shall reimburse the City for materials and labor directly related to the reconstruction of the existing playground facility; and

WHEREAS, the City has identified the qualified firms that provided quotations for construction materials on the attached sheet entitled “Qualified Quotations for Sherlock Forest Playground.”

NOW, THEREFORE, BE IT RESOLVED by the City Council of East Grand Forks; that the City Administrator may procure construction materials from lowest-priced qualified vendors on the attached “Qualified Quotations for Sherlock Forest Playground.”

BE IT FURTHER RESOLVED that the City Administrator may procure all additional materials related to the Sherlock Forest Playground Reconstruction for which there was no bidder in an amount not to exceed \$200,000 for all materials.

BE IT FURTHER RESOLVED that the City Administrator may reimburse selected non-profit organizations for labor services related to the Sherlock Forest Playground Reconstruction in an amount not to exceed \$12,000 per organization not to exceed \$150,000 in total labor costs.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed.

Passed: August 30, 2011

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 30th day of August, 2011.

Mayor

Request for Council Action- Work Session

Date: August 22, 2011
 To: East Grand Forks City Council and Mayor Lynn Stauss
 Cc: File
 From: Nancy Ellis, Senior Planner
 RE: Council Approval of SRTS grant funds for 2012 Infrastructure Funding

The Safe Routes to School Program, created in Section 1404 of SAFETEA-LU, established a grant program that provides communities the opportunity to improve conditions for bicycling and walking to school. MNDOT was soliciting infrastructure projects for the MN SRTS program, with a June 15, 2011 application deadline. All STRS projects are funded at 100% with no local match required other than engineering costs for the project. This program is a reimbursable grant program, meaning that recipients of the funds will front the cost of the project and will be reimbursed during the course of the project.

- 1) Sidewalk on west side of Bygland Road - Apply for SRTS dollars to place a sidewalk in the R-O-W on the west side of Bygland Road from 6th St. SE to 13th St. SE. This will parallel the sidewalk constructed on the east side of Bygland. Total cost estimate for construction is \$193,460 including tree trimming, striping and signing. There is no local match for construction. Engineering, Administration, Legal and Contingencies costs are not included and must be paid by the City and these costs are estimated at \$48,365.00(see attached). A copy of the cost estimate is included. Maintenance will be discussed between the City Administrator and Public Works/Parks and Rec staff.

I received a letter on August 17th, 2011 informing us that our second Bygland sidewalk proposal was chosen for funding by the Safe Routes to School Program for construction in 2012. (I am attaching the letter.) Therefore, I am requesting that the City accept SRTS funding to construct a sidewalk from 6th St. SE to 13th St. SE down the west side of Bygland. If funding is approved, a request must be submitted to the MPO to amend this project into the 2012-2015 TIP.

Recommendation:

Approval of the East Grand Forks Safe Routes to School Grant Project



Minnesota Department of Transportation

State Aid for Local Transportation
395 John Ireland Boulevard, MS 500
Saint Paul, MN 55155

August 17, 2011

Nancy Ellis
Senior Planner
600 DeMers Avenue
East Grand Forks, Minn 56721

RE: Safe Routes to School Infrastructure Grant Application for South Point Elementary

Dear Nancy Ellis,

It is my pleasure to inform you that your Safe Routes to School (SRTS) proposal is one of the sixteen recipients of funds from the 2011 solicitation. This year's solicitation resulted in 82 infrastructure applications requesting over \$23.3 million in SRTS funds. Your proposal was one of the top quality proposals we received from communities all over Minnesota.

Your project will be included in the 2012-2015 State Transportation Improvement Program. The project number and funding year will be provided to you by your District State Aid Engineer (DSAE), Luane Tasa. His contact information is enclosed with this letter.

Please contact your sponsor and District State Aid Engineer prior to starting your project for guidance and approval to proceed.

It is important that you follow the federal process and submit proper documentation to get reimbursed for your project. An overview of the project authorization process is provided in Appendix G of the 2011 Infrastructure Application Guide. This guide is also available online at the MnDOT SRTS website, www.dot.state.mn.us/saferoutes.

If you have questions, discuss them with your sponsor and contact the DSAE for further assistance. You may also contact me at 651-366-3827 or mao.yang@state.mn.us.

Thank you for your participation and congratulations on your success!

Sincerely,

Mao Yang
Asst. Project Development Engineer

Cc: Luane Tasa

An Equal Opportunity Employer



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Estimate 2012 - SRTS SIDEWALK PROJECT
 6TH ST SE TO 13TH ST SE
 EAST GRAND FORKS, MN

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Remove Curb & Gutter	200 LF	\$10.00	\$2,000.00
Remove/Replace Pavement	1 LS	\$8,000.00	\$8,000.00
Tree Trimming	60 HRS	\$100.00	\$6,000.00
Common Excavation	200 CY	\$10.00	\$2,000.00
Salvaged Topsoil	300 CY	\$6.00	\$1,800.00
Aggregate Base	150 CY	\$30.00	\$4,500.00
4" Concrete Sidewalk	20,000 SF	\$5.00	\$100,000.00
Concrete Curb & Gutter	200 LF	\$40.00	\$8,000.00
Truncated Domes	96 SF	\$60.00	\$5,760.00
Traffic Control	1 LS	\$10,000.00	\$10,000.00
Storm Drain Inlet Protection	14 Each	\$100.00	\$1,400.00
Seeding	3000 SY	\$2.00	\$6,000.00
Cross-Walk Marking	1 LS	\$8,000.00	\$8,000.00
Solar radar signs/blinker signs	1 LS	\$25,000.00	\$25,000.00
Non-infrastructure Activities	1 LS	\$5,000.00	\$5,000.00
		TOTAL	\$193,460.00

Memorandum

*To: Honorable Mayor and City Council
Members*
From: Greg Boppre
cc: Scott Huizenga, Nancy Ellis
Date: Monday, August 22, 2011
Subject: 2012 SRTS Project

The following is a breakdown of project costs and the proposed funding:

PROJECT COSTS

Construction	\$193,460.00
Eng, legal, cont(soft costs)	<u>\$48,365.00</u>
TOTAL	\$241,825.00

PROPOSED FUNDING

MnDOT(SRTS)	\$193,460.00
Local	<u>\$48,365.00</u>
TOTAL	\$241,825.00

RESOLUTION NO. 11 – 09 - XX

Council Member ____, supported by Council Member ____, introduced the following resolution and moved its adoption:

WHEREAS, the City Council finds that traffic patterns allow for a speed limit of 35 miles per hour on Bygland Road.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST GRAND FORKS, MINNESOTA, in compliance with Subdivision 5 of Section 169.14 of the Highway Traffic Regulation Act, hereby requests the Commissioner of Transportation, upon the basis of an engineering and traffic investigation, to authorize the erection of appropriate signs designating a reasonable and safe speed limit on Bygland Road.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed.

Passed: September 6, 2011

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th day of September, 2011.

Mayor

**EAST GRAND FORKS
CIVIC RECREATION CENTER AND VFW MEMORIAL ARENA
LEASE AGREEMENT**

This Agreement entered into this 22 day of August, 2011, by and between the City of East Grand Forks, Minnesota, a municipal corporation (hereinafter referred to as "Lessor"), and Independent School District No. 595, East Grand Forks, Minnesota (hereinafter referred to as "Lessee").

WHEREAS, Lessor is the owner of the certain buildings and grounds commonly known as the East Grand Forks Civic Recreation Center and VFW Memorial Arena which have facilities for making artificial ice, together with ice maintenance equipment, locker rooms, and other facilities commonly used in the sport of hockey; said facilities and space being amendable for many other school activities, such as but not limited to, physical education classes, soccer, dances, graduation exercises, and other activities; and

WHEREAS, Lessee desires to enter into a Lease Agreement with Lessor, wherein and whereby Lessee shall have the right to use said Civic Recreation Center and VFW Memorial Arena during the school year of the fall of 2011, for school activities, at such times and for such rental payments and terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereto do now hereby agree as follows, to-wit:

That the Lessor shall lease the said Civic Recreation Center and VFW Memorial Arena to Lessee for the 2011-2012 school year, the school year normally being considered as being from August 15th to June 15 of the following year, for the consideration of \$93,500.00;

IT IS HEREBY FURTHER AGREED by and between the parties hereto as follows, to-wit:

I. Lessor shall:

A. During the school year period as defined above, permit the Lessee to schedule its School activities in the Civic Recreation Center and VFW Memorial Arena, said scheduling being subject to the following conditions.

1. Lessee shall have first priority in scheduling the boys and girls varsity hockey games. Junior varsity for boys are included in the above priority position when preliminary to the varsity games. When junior varsity games are not preliminary games, scheduling of the same shall be scheduled at the convenience of the parties hereto.

2. Lessee hockey team practice for all teams shall not exceed four and one-half (4 ½) hours on any one day, with such practice terminating no later than 7:00 p.m. or as agreed.
 3. In addition to scheduling hockey games and practices, as hereinbefore provided, the Lessee may schedule, subject to the approval and advice of the Lessor's Superintendent of Parks and Recreation, any and/or all of the following activities of the Lessee, to-wit: graduation ceremonies, physical education classes, dances, and such other school activities as may be conveniently scheduled.
- B. Lessor shall provide all maintenance for the building, machinery and ancillary facilities, together with heat and utilities.
 - C. Lessor shall have sole control over the sale of merchandise, advertising and concession stands providing food and refreshments for the participants and spectators.

II. Lessee shall:

- A. Pay the rents as hereinbefore set forth. The first half of the payment is due and payable no later than January 15, 2012. The remaining balance shall be payable no later than April 15, 2012.
- B. Provide and pay the cost of all security personnel necessary for policing activities conducted by the Lessee, and shall be solely responsible for the supervision and control of the participants and spectators at any event under Lessee's sponsorship.
- C. Provide all first aid equipment and personnel to provide on site medical assistance to include but not limited to the participants, spectators and volunteers at any event under the Lessee's sponsorship.
- D. Be solely responsible for the supervision and control of its volunteers and it is strongly recommended by the Lessor that if said volunteers are working directly with children that background checks be performed in accordance with "The Minnesota Child Protection Act (MN Stat. 299C)". Any volunteers provided by the Lessee are not "City Volunteers" and are acting on behalf of the Lessee and **ARE NOT** acting on behalf of the Lessor.

- E. At its discretion provide medical and accident coverage for injuries to participants involved in any event under the Lessee's sponsorship. Further, the Lessee shall provide liability insurance to cover any injuries to third parties as a result of the actions of the employees, volunteers, participants and/or the Lessee's agents and representatives at any event under the Lessee's sponsorship.
- F. Not allow discrimination of any kind, no person or organization at any Lessee sponsored event shall in any way be favored or discriminated against because of race, color creed, age, religion, marital status, sex, political opinion or affiliation, disability, sexual orientation, or welfare assistance status.
- G. Be responsible for maintaining the Green Wave locker room for boys and girls.
- H. That Lessee does hereby agree to defend, save, hold harmless, and indemnify the Lessor from and against all liability, damage loss, claims, dements and actions of any nature whatsoever which arise out of or are connected with, or are claims to arise out of or be connected with the use of the Civic Recreation Center and VFW Memorial Arena or any other Recreational facility owned by the Lessor and used by the Lessee as set forth in the Agreement or otherwise.

III. **Fire and Property Insurance.**

- A. Lessor shall secure and pay for insurance coverage upon the Premises for fire, windstorm, and the risks covered by extended coverage; Lessee shall secure and pay for such insurance coverage upon its own property, furniture, fixtures, inventory or other risks as it, in its discretion, shall determine.
- B. Lessee shall not permit any operation to be conducted on the premises that would cause suspension or cancellation or a premium increase of any insurance coverage secured by Lessor.
- C. Any insurance secured by Lessor covering the perils of fire, windstorm, and extended coverage, and insuring the Premises against loss or damage shall be for the sole benefit of Lessor and the policy shall be under its sole control.

IV. Waiver of Subrogation.

Each party hereto waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this Lease or any renewal or extensions thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of the Premises leased to Lessee hereunder, which loss or damage is covered by valid and collectable fire, windstorm, tornado or extended coverage insurance policies, to, and only to, the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waivers or release contained in this Lease with respect to loss of, or damage to, property of the parties hereto. Because the above mutual waivers preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person) each party hereto agrees immediately to give to the insurance company which has issued its policies of fire, tornado, windstorm or extended coverage insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

V. Destruction or condemnation of premises.

If the Premises are partially destroyed in a manner that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction Lessor shall repair the Premises and lease payments shall

abate during the period of the repair. However, if the damage is not repairable within sixty days, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

VI. Government Data Practices Act.

Numerous types of data are categorized as private, non-public, or confidential under the Minnesota Government Data Practices Act. In many circumstances, data may not be disclosed except with authorization of the subject of the data or pursuant to court order. To ensure that the Data Practices Act is not violated, the parties to this lease agreement are strictly prohibited from disclosing to a third party, any personnel data, data relating to pending civil legal actions, or any other data that might be classified as private, non-public, or confidential without the Lessor's express authorization.

VII. Assignment, Amendments, Waiver, and Contract Complete.

- A. **Assignment.** The Lessee may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the Lessor and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- B. **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.
- C. **Waiver.** If the Lessor fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- D. **Contract Complete.** This agreement contains all negotiations and agreements between the Lessor and the Lessee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 595

By: Susan K. Black
School Board Chair

By: [Signature]
School Board Clerk

CITY OF EAST GRAND FORKS, MINNESOTA

By: _____
Lynn Stauss, Mayor

By: _____
Scott Huizenga, Administrator/Clerk-Treasurer