

**AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
APRIL 10, 2012
5:00 PM**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

- 1. Library Roof Repair – Charlotte Helgeson**
- 2. Integrated Library System Replacement – Charlotte Helgeson**
- 3. 2nd Ave NE Reconstruction – Council Member Tweten**
- 4. 2011 Assessment Job No. 1 - 14th Ave SE – Scott Huizenga**
- 5. 2012 Assessment Job No. 3 – Paving – Scott Huizenga**
- 6. Sewer Cleaning – Jason Stordahl**
- 7. Swimming Pool Repair – Dave Aker**
- 8. Senior Citizens Board Update – Council Member Tweten**

ADJOURN

Upcoming Meetings

Regular Meeting – April 17, 2012 – 5:00 PM – Council Chambers
Work Session – April 24, 2012 – 5:00 PM – Training Room
Regular Meeting – May 1, 2012 – 5:00 PM – Council Chambers
Work Session – May 8, 2012 – 5:00 PM – Training Room

Request for Council Action

Date: April 4, 2012

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Wayne Gregoire. Council Members Mike Pokrzywinski, Henry Tweten, Ron Vonasek, Mark DeMers, Greg Leigh.

From: East Grand Forks Library Board/Charlotte D. Helgeson

Re: Library Roof Repair

Acceptance of Conceptual Budget Revision #1 and Construction Management Services for the re-roof of the Library's Small Roof. Estimate has been reviewed by the Roof Committee and the Library Board. The Large Roof is currently at 50% life expectancy.

Recommendation: The East Grand Forks Campbell Library Board recommends instructing Kraus-Anderson to move forward with construction activities to re-roof the Small Roof at an estimated cost of \$158,565.00

Enclosed:

1. Conceptual Estimate #1
2. Conceptual Estimate #1: Revision #1



Breaking new ground since 1897

8625 Rendova Street NE
P.O. Box 158
Circle Pines, MN 55014
O 763.786.7711
F 763.786.2650
www.krausanderson.com

April 2, 2012

Mrs. Charlotte Helgeson
Campbell Library
422 Fourth St. NW
East Grand Forks, MN 56721

Re: Campbell Library Conceptual Estimate # 1 &
Construction Management Services - Revised
Dated April 2, 2012

Dear Mrs. Helgeson:

Kraus-Anderson® Construction Company is pleased to present a conceptual estimate #1 and Construction Management Services for the re-roof of Campbell East Grand Forks Library per the Braun Intertec Roof Assessment dated February 9, 2012.

This booklet represents a comprehensive outline of our understanding of work that Campbell Library Board wishes to pursue regarding repairs. We have also included for reference a model indicating the steps required for the repairs on the small roof.

The conceptual budget consists of total work regarding the small roof area (conference room) and a shingle replacement of the larger roof. It is recommended that the large roof receive new shingles allowing both roofs to have one uniformed look and a consistent even warranty. We have been asked to break out the value of the larger roof at this time. Conceptual Pricing would be as follows for work:

- | | |
|--|---------------|
| 1. Small Roof & Large Roof with Interior Items | \$ 282,186.00 |
| 2. Small Roof Only with Interior Options | \$ 158,565.00 |
| 3. Large Roof – To be completed in future | \$ 160,526.00 |

We look forward to the commencement of the construction activities. Please let us know should you require additional information or clarifications during your review.

Thank you again for the opportunity to work with you on this project.

Very Truly Yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

A handwritten signature in blue ink, appearing to read 'J. Boerboon', is written over the company name.

Jacob S. Boerboon
Project Manager

Enclosures



KRAUS-ANDERSON^{INC.}
CONSTRUCTION COMPANY

Date: 3/21/2012

Owner: City of East Grand Forks
 Project: Campbell EGF Library
 Location: East Grand Forks, MN
 Designer: Braun Intertec

Revision #
 Revision Date:

Project Start: Spring 2012
 Completion: Spring 2012
 Tax Percent:
 % Cost Escalation:

Area: 18,296 SF \$15.42 S.F. Project Manager: Jake Boerboom

	Item Description	Quantity	U of M	Material	Labor	Subcontractor	TOTAL
DIVISION 02 - EXISTING CONDITIONS							
02 4100	Demolition	See Roofing					
DIVISION 05- METALS							
05 1200	Structural Steel	NIC					
DIVISION 06- WOODS, PLASTICS & COMPOSITES							
06 1000	Rough Carpentry	1	ls	\$4,600	\$0	\$7,125	\$11,725
	block roof venting			in above	\$0	in above	\$0
	misc repairs			in above	\$0	in above	\$0
DIVISION 07- THERMAL & MOISTURE PROTECTION							
07 2100	Thermal Insulation			\$0	\$0	\$0	\$0
	provide new 3" spray insulation - 2 layers for small roof	3000	s.f.	\$13,500	\$0	\$18,000	\$31,500
07 5000	Asphalt Shingles						
	small roof only	1009	s.f.	\$0	\$0	\$31,985	\$31,985
	remove shingles			\$0	\$0	in above	\$0
	remove sheathing			\$0	\$0	in above	\$0
	install new sheathing			\$0	\$0	in above	\$0
	ice & water shield on entire conference roof	1009	s.f.	\$0	\$0	in above	\$0
	new shingles			\$0	\$0	in above	\$0
	50 yr shingle warranty			\$0	\$0	in above	\$0
	dumpsters	3	ea.	\$1,200	\$0	\$0	\$1,200
	continuous cleanup	1	ls	\$1,400	\$0	\$1,500	\$2,900
	large roof	17287	s.f.	\$0	\$0	\$93,265	\$93,265
	removal of shingles			\$0	\$0	in above	\$0
	ice & water shield on entire roof			\$0	\$0	in above	\$0
	ridge, valley, rake, eave flashings			\$0	\$0	in above	\$0
	50 yr shingle warranty			\$0	\$0	in above	\$0
	dumpsters	3	ea.	\$1,200	\$0	\$0	\$1,200
	continuous cleanup	1	ls	\$1,400	\$0	\$4,500	\$5,900
07 9200	Joint Sealants	NIC					
DIVISION 08- DOORS AND WINDOWS							
08 5110	Aluminum Windows	NIC					
08 6100	Roof Windows and Skylights	NIC					
DIVISION 09- FINISHES							
09 2200	Gypsum Board Assemblies						
	misc patching on Ceiling	Allowance		\$5,000	\$0	\$8,500	\$13,500
	taping repairs			in above	\$0	in above	\$0
09 5100	Acoustical Ceilings						
	misc ceiling repair	1009	s.f.	\$0	\$0	\$3,027	\$3,027
09 6800	Carpet	NIC					
09 7200	Wall Coverings	NIC					
09 9100	Painting	NIC					
DIVISION 21 - FIRE SUPPRESSION							
21 1000	Water-Bsd Fire Suppress System	NIC					
DIVISION 22 - PLUMBING							
22 1000	Plumbing Piping and Pumps						
	correct pipe hangers	1	ls	\$950	\$0	\$2,000	\$2,950
DIVISION 23 - HEATING, VENTILATION & AIR CONDITIONING (HVAC)							
23 3000	HVAC Air Distribution	NIC					
SUBTOTAL				\$29,250	\$0	\$169,902	\$199,152
PERMITS, INSURANCE, TESTING							
	Builders Risk Insurance					By Owner	\$0
	Sales Tax					In Estimate	\$0
	Permits and Fees					2%	\$3,983
PROJECT CONTINGENCY							
	Design Contingency					0.0%	\$0
	Construction Contingency					10.0%	\$25,733
Special Inspections							\$14,620.00
Construction Management Services/Reimbursable							\$27,846
Construction Management Fee							\$10,853
TOTAL ESTIMATED PROJECT COST							\$282,186

CONCEPTUAL ESTIMATE SUBMITTAL Assumptions and Clarifications

Structural

- A. No Structure is included

Exterior Enclosure

- A. We were asked to provide budget numbers to address caulking replacement that has reached its life expectancy.
 - a. Complete removal of existing sealant around all frames at the exterior & replacement along with installing a bead in all corners where gasket has shrunk at frame to glass.
 - i. **Add to base bid \$ 8,360.00**
 - b. To provide additional miscellaneous caulking on the exterior of the building to the sidewalks we recommend carrying an additional budget.
 - i. **Add to base bid \$ 3,500.00**
- B. The current exterior windows were asked to be looked at for budget purposes to allocate money for the future for replacement. To remove and replace with modern window in same window opening we recommend:
 - a. Budget for window replacement of approximately 41 windows equaling about 1,730 s.f.
 - i. **Add to base bid \$127,050 to about \$148,400.00**

Roofing System/ Interior Construction

- A. Braun Intertec's report addressed areas throughout the library. Kraus-Anderson was asked to look at the roof structures only and have broken them down to two areas.
 - a. Small Roof (Conference Room)
 - i. Provide complete removal of existing roof shingles, sheathing, insulation, vapor barrier.
 - ii. Provide and install per Braun's detail:
 1. 2 layer's of 3" spray foam insulation
 2. New ¾" plywood sheathing
 3. Full coverage of Ice & Water Shield
 4. New Shingles – we have figure 50 yr shingles
 - b. Large Roof (Main Building)
 - i. Provide complete removal of shingles and related items to existing sheathing only.
 - ii. Provide and install:
 1. Full coverage of Ice & Water Shield
 2. New Shingles – we have figure 50 yr shingles
 - c. Provide repairs to the following on the inside of the conference room:
 1. Plumbing hangers – correct and provide proper support so, they are not supported by sheetrock
 2. Misc. Taping and Drywall Patching, all work is to occur above Acoustical Ceiling space.
 3. No repair of painting or carpet has been included.
 4. Ceiling Repair as required from work that is need in above ceiling space.

Mechanical Systems

- A. No Mechanical Systems is included
- B. Mechanical items are being handled directly as a maintenance item.

Fire Protection

- A. No Fire Protection Systems or modification is included

Electrical Systems

- A. No Electrical Systems is included



KRAUS-ANDERSON
CONSTRUCTION COMPANY

Date: 3/21/2012

Revision # 1

Revision Date: 4/2/2012

Owner: City of East Grand Forks
Project: Campbell EGF Library
Location: East Grand Forks, MN
Designer: Braun Intertec

Project Start: Spring 2012
Completion: Spring 2012
Tax Percent:
% Cost Escalation:

Area: 1,009 SF \$157.15 S.F. Project Manager: Jake Boerboon

	Item Description	Quantity	U of M	Material	Labor	Subcontractor	TOTAL
DIVISION 02 - EXISTING CONDITIONS							
02 4100	Demolition	See Roofing					
DIVISION 05- METALS							
05 1200	Structural Steel	NIC					
DIVISION 06- WOODS, PLASTICS & COMPOSITES							
06 1000	Rough Carpentry	1	ls	\$4,600	\$0	\$7,125	\$11,725
	block roof venting			in above	\$0	in above	\$0
	misc repairs			in above	\$0	in above	\$0
DIVISION 07- THERMAL & MOISTURE PROTECTION							
07 2100	Thermal Insulation			\$0	\$0	\$0	\$0
	provide new 3" spray insulation - 2 layers for small roof	3000	s.f.	\$13,500	\$0	\$18,000	\$31,500
07 5000	Asphalt Shingles						
	small roof only	1009	s.f.	\$0	\$0	\$31,985	\$31,985
	remove shingles			\$0	\$0	in above	\$0
	remove sheathing			\$0	\$0	in above	\$0
	install new sheathing			\$0	\$0	in above	\$0
	ice & water shield on entire conference roof	1009	s.f.	\$0	\$0	in above	\$0
	new shingles			\$0	\$0	in above	\$0
	50 yr shingle warranty			\$0	\$0	in above	\$0
	dumpsters	3	ea.	\$1,200	\$0	\$0	\$1,200
	continuous cleanup	1	ls	\$1,400	\$0	\$1,500	\$2,900
07 9200	Joint Sealants	NIC					
DIVISION 08- DOORS AND WINDOWS							
08 5110	Aluminum Windows	NIC					
08 6100	Roof Windows and Skylights	NIC					
DIVISION 09- FINISHES							
09 2200	Gypsum Board Assemblies						
	misc patching on Ceiling	Allowance		\$5,000	\$0	\$8,500	\$13,500
	taping repairs			in above	\$0	in above	\$0
09 5100	Acoustical Ceilings						
	misc ceiling repair	1009	s.f.	\$0	\$0	\$3,027	\$3,027
09 6800	Carpet	NIC					
09 7200	Wall Coverings	NIC					
09 9100	Painting	NIC					
DIVISION 21 - FIRE SUPPRESSION							
21 1000	Water-Bsd Fire Suppress System	NIC					
DIVISION 22 - PLUMBING							
22 1000	Plumbing Piping and Pumps						
	correct pipe hangers	1	ls	\$950	\$0	\$2,000	\$2,950
DIVISION 23 - HEATING, VENTILATION & AIR CONDITIONING (HVAC)							
23 3000	HVAC Air Distribution	NIC					
SUBTOTAL				\$26,650	\$0	\$72,137	\$98,787
PERMITS, INSURANCE, TESTING							
	Builders Risk Insurance			By Owner			\$0
	Sales Tax	In Estimate					\$0
	Permits and Fees	2%					\$1,976
PROJECT CONTINGENCY							
	Design Contingency	0.0%					\$0
	Construction Contingency	10.0%					\$15,495
Special Inspections							
	Construction Management Services/Reimbursable						\$12,710.00
	Construction Management Fee	4.0%					\$23,498
							\$6,099
TOTAL ESTIMATED PROJECT COST							\$158,565



Owner: City of East Grand Forks
 Project: Campbell EGF Library
 Location: East Grand Forks, MN
 Designer: Braun Intertec

Project Start: Spring 2012
 Completion: Spring 2012
 Tax Percent:
 % Cost Escalation:

Area: 1,009 SF \$157.15 S.F.

Project Manager: Jake Boerboon

	Item Description	Quantity	U of M	Material	Labor	Subcontractor	TOTAL
07 5000	ALTERNATE # 1 - Main Roof Asphalt Shingles large roof removal of shingles ice & water shield on entire roof ridge, valley, rake, eave flashings 50 yr shingle warranty dumpsters continuous cleanup	17287	s.f.	\$0	\$0	\$93,265	\$93,265
				\$0	\$0	in above	\$0
				\$0	\$0	in above	\$0
				\$0	\$0	in above	\$0
				\$0	\$0	in above	\$0
		3	ea.	\$1,200	\$0	\$0	\$1,200
		1	ls	\$1,400	\$0	\$4,500	\$5,900
SUBTOTAL				\$35,200	\$0	\$183,429	\$100,365
PERMITS, INSURANCE, TESTING							
	Builders Risk Insurance			By Owner			\$0
	Sales Tax	In Estimate					\$0
	Permits and Fees	2%					\$2,007
PROJECT CONTINGENCY							
	Design Contingency	0.0%					\$0
	Construction Contingency	4.0%					\$9,514
Special Inspections							
	Construction Management Services/Reimbursable						\$14,620.00
	Construction Management Fee	4.0%					\$27,846
							\$6,174
TOTAL ESTIMATED PROJECT COST							\$160,526

CONCEPTUAL ESTIMATE SUBMITTAL Assumptions and Clarifications

Structural

- A. No Structure is included

Exterior Enclosure

- A. We were asked to provide budget numbers to address caulking replacement that has reached its life expectancy.
 - a. Complete removal of existing sealant around all frames at the exterior & replacement along with installing a bead in all corners where gasket has shrunk at frame to glass.
 - i. **Add to base bid \$ 8,360.00**
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 1. 2 layer's of 3" spray foam insulation
 2. New ¾" plywood sheathing
 3. Full coverage of Ice & Water Shield
 4. New Shingles – we have figure 50 yr shingles
 - b. Large Roof (Main Building) – **See Alternate**
 - i. Provide complete removal of shingles and related items to existing sheathing only.
 - ii. Provide and install:
 1. Full coverage of Ice & Water Shield
 2. New Shingles – we have figure 50 yr shingles
 - c. Provide repairs to the following on the inside of the conference room:
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 3. No repair of painting or carpet has been included.
 4. Ceiling Repair as required from work that is need in above ceiling space.

Mechanical Systems

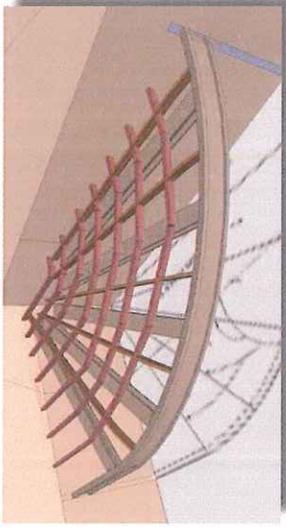
- A. No Mechanical Systems is included
- B. Mechanical items are being handled directly as a maintenance item.

Fire Protection

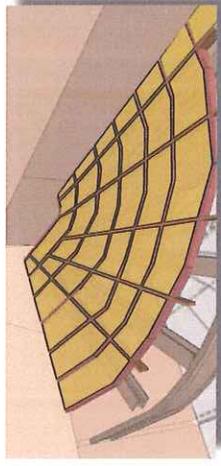
- A. No Fire Protection Systems or modification is included

Electrical Systems

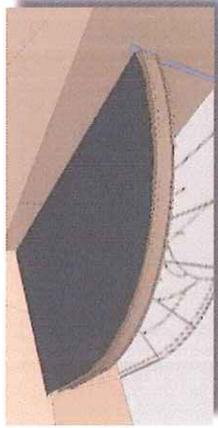
- A. No Electrical Systems is included



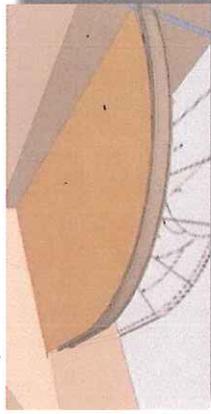
EXISTING STRUCTURE



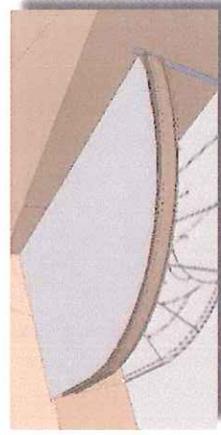
3. INSTALL NEW INSULATION



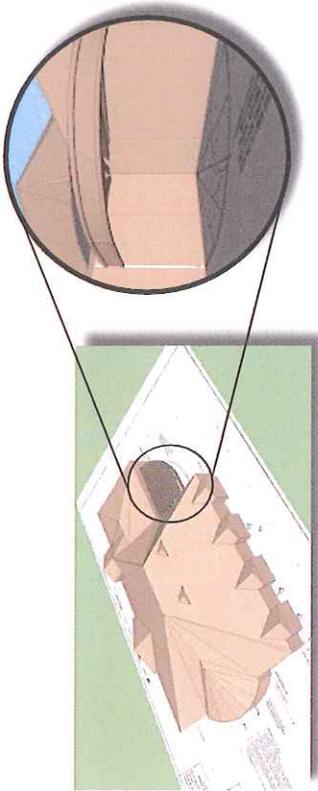
5. INSTALL NEW ICE AND WATER SHIELD



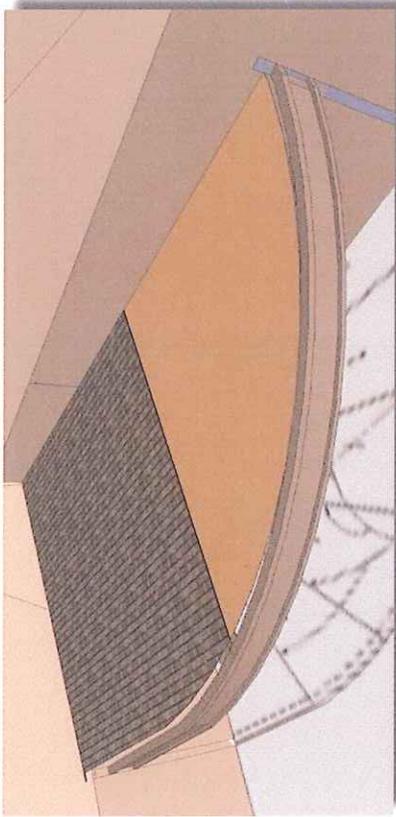
4. INSTALL NEW SHEATHING



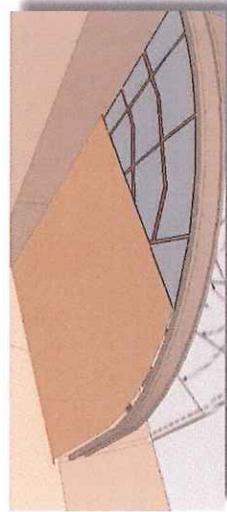
6. INSTALL NEW SHINGLES



CAMPBELL LIBRARY

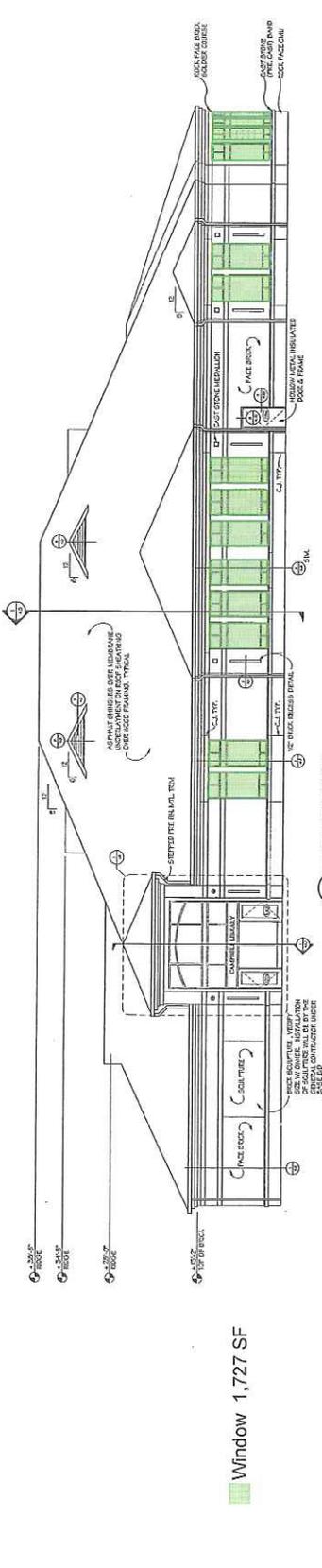


1. TEAR OFF EXISTING SHINGLES.

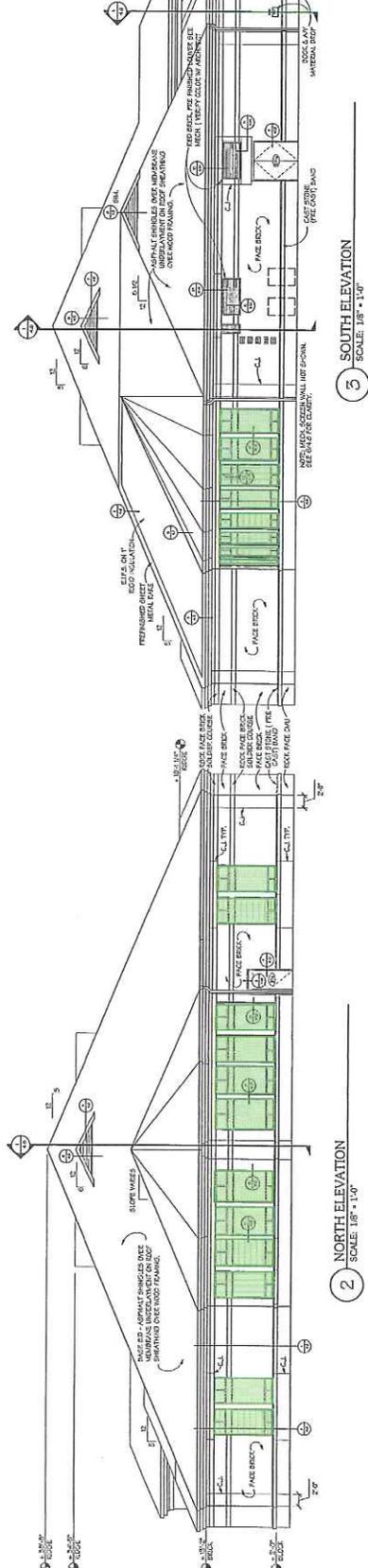


2. TEAR OFF EXISTING PLYWOOD AND REMOVE EXISTING INSULATION.

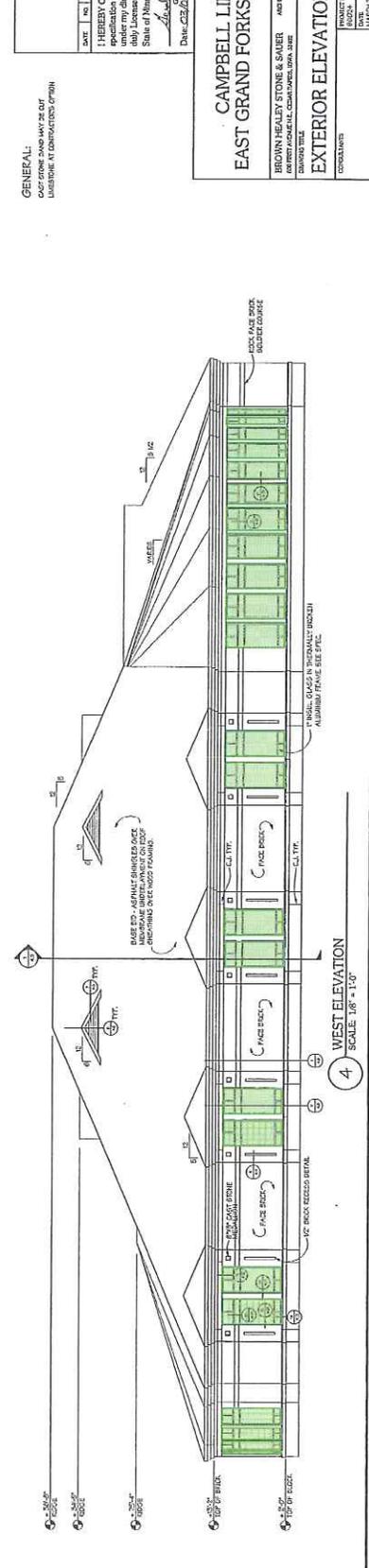
CAMPBELL LIBRARY
422 Fourth St. N.W., East Grand Forks, MN 56721



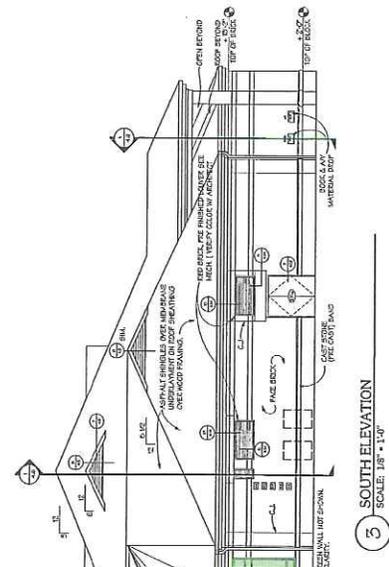
1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION
SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL:
CAST STONE SHALL BE SET
IN MORTAR AT CONSTRUCTION OPENING

DATE	NO.	REVISION
		1. HERBERY CERTIFY that this plan, specification or report was prepared by me or (my) Licensed Architect under the laws of the State of Minnesota.
		OSWALD W. LORLAND DATE: 03/22/2012 LICENSE # 466022

CAMPBELL LIBRARY
EAST GRAND FORKS, MINNESOTA

BROWN HEALEY STONE & SAUER ARCHITECTS - PLANNING / INTERIOR DESIGN / ARCHITECTURE
 2000 W. WISCONSIN ST. SUITE 100
 GRAND FORKS, MN 56505

EXTERIOR ELEVATIONS

PROJECT NUMBER: 010101
 DRAWING NUMBER: 4.4
 DATE: JANUARY 7, 2009

Request for Council Action

Date: April 4, 2012

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Wayne Gregoire. Council Members Mike Pokrzywinski, Henry Tweten, Ron Vonasek, Mark DeMers, Greg Leigh.

From: East Grand Forks Library Board/Charlotte D. Helgeson

Re: ILS (Integrated Library System) replacement

The ILS, Library database software's last update, is 12 years old and no longer able to manage the day-to-day requirements of library activities. Follett has purchased the software the Library currently uses and has chosen to upgrade with public schools as their focus. The upgrades do not work for a Public Library.

After the recent brown out, the Library's current software system required four days of the Library Director's time and IT personnel to rebuild. The Library Board and staff have no confidence in its stability to maintain the Library's collection, patron records or daily transactions and reports.

PALS from Minnesota State University, Mankato is the recipient of a IMLS (Institute of Museum and Library Services) grant to assist with the cost of data migration for public libraries into a new automation system which is a large portion of the initial cost. Timing is essential to be part of this grant.

Recommendation: Replace ILS immediately.

Enclosed:

1. Professional Services Agreement with PALS

East Grand Forks Campbell Library & PALS
PROFESSIONAL SERVICES AGREEMENT
For Data Migration, Hosting, Staff Training and Support
Of the Evergreen Library System

This Agreement is made on the ____ day of _____, 2012 between East Grand Forks Campbell Library (hereinafter referred to as "CAMPBELL LIBRARY"), and PALS, a Program of the Minnesota State Colleges and Universities, an institution established under the laws of Minnesota and having its main office at Minnesota State University, Mankato, 3022 Memorial Library, Mankato, Minnesota (hereinafter referred to as "PALS").

WHEREAS, CAMPBELL LIBRARY wishes PALS to perform Data Migration from their existing Follett Spectrum 5.2 Library System, Host and Operate Evergreen on PALS equipment, Provide Training to the Staff of CAMPBELL LIBRARY, and Provide Ongoing Support Services to CAMPBELL LIBRARY, and

WHEREAS, PALS wishes to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, CAMPBELL LIBRARY and PALS agree as follows:

A. DEFINITIONS

A.1) "One-time Costs" mean server setup, software setup, data migration, and initial training.

A.2) "Recurring Costs" mean server and software hosting, upgrade training, and support services.

A.3) "Evergreen System" means an integrated, open-source library software system that automates daily library management of materials.

A.4) "RightNow" means an interactive software system that facilitates online communication and support between a service provider and its customers.

A.5) "OPAC" means Online Public Access Catalog and is an online database of materials held by a library or group of libraries

A.6) "Follett Spectrum 5.2 " means a proprietary integrated library system that automates daily library management of materials.

A.7) "MnLINK Gateway" means a statewide virtual library that electronically links major Minnesota libraries using Z39.50 standards.

A.8) "Z39.50 search engine" means a client-server protocol for searching and retrieving information from remote computer databases.

A.9) "SIP2" means an upgrade version of the Standard Interface Protocol for authentication and to interface with third-party applications such as print management that support these standards.

B. DATA MIGRATION

B.1) PALS agrees to convert and load all data provided by CAMPBELL LIBRARY to PALS of the following record types into the Evergreen System:

Bibliographic

Holdings

Items - including the total count of historical circulations, but not dates or patron information associated with historical transactions

Patrons
Current Circulation Transactions
Current Holds
Outstanding Fines

B.2) PALS agrees to provide a Migration Questionnaire form to CAMPBELL LIBRARY within ten (10) days of execution of this Agreement, and CAMPBELL LIBRARY agrees to provide to PALS the completed Migration Questionnaire and formatted data from CAMPBELL LIBRARY's existing vendor in a timely manner as needed by PALS to meet the schedule set forth in Section B.3 herein.

B.3) PALS agrees to provide CAMPBELL LIBRARY training on the data review process, and CAMPBELL LIBRARY agrees to participate in the data review process. PALS agrees to perform test data migrations ("TDM") within thirty (30) days of execution of this Agreement sufficient to determine the compatibility of the data with PALS system.

B.4) Upon CAMPBELL LIBRARY's review and approval of the TDM process, PALS will begin performing production data migration ("PDM"). CAMPBELL LIBRARY will have five (5) days to evaluate the data after completion of the PDM, and CAMPBELL LIBRARY will indicate in writing ACCEPTANCE or REJECTION of the PDM. PDM will be deemed accepted if no acceptance or rejection is received within 5 days after PALS gives written notice to CAMPBELL LIBRARY of completion of the PDM. If the PDM is rejected, reasons for rejection must be stated in writing. PALS will have ten (10) days to correct and resubmit the PDM. If the resubmitted PDM is not corrected to the satisfaction of CAMPBELL LIBRARY, in its sole discretion, this Agreement may be terminated by CAMPBELL LIBRARY.

C. DATA OWNERSHIP AND ACCESS

C.1) CAMPBELL LIBRARY retains all ownership rights to its data in the Evergreen system and shall have read-only access to the Evergreen files and data. At CAMPBELL LIBRARY's request, PALS shall extract the data in a commercially reasonable time, but not later than thirty (30) days after CAMPBELL LIBRARY's request. In such event, PALS shall use the commonly used format as requested by CAMPBELL LIBRARY. CAMPBELL LIBRARY shall pay to PALS a reasonable fee for such extraction services at the customary hourly rate and limited to two month's current hosting and support fee.

C.2) As an entity of the State of Minnesota, PALS is subject to and shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

D. HOSTING SERVICES

D.1) PALS agrees to install, configure and operate the Evergreen Library System for CAMPBELL LIBRARY. This work shall include the set up of servers with adequate memory, processors and mass storage to meet the functional needs of CAMPBELL LIBRARY to carry out daily library operations. The work also includes installation of the operating system, system level security, data backup and recovery processes, and the Evergreen application.

D.2) PALS is responsible for installation and maintenance of telecommunications equipment at the Minnesota State University, Mankato Computer Center. This equipment shall meet generally accepted state and national standards so as to promote compatibility and interconnections. CAMPBELL LIBRARY is responsible for obtaining and maintaining telecommunications links to the Internet.

D.3) PALS agrees to maintain current versions and patch levels of the operating system, database and Evergreen application as are consistent with industry standards for security practices and to achieve the operation of the Evergreen system in a manner that meets the needs of CAMPBELL LIBRARY and PALS.

The cost of all upgrades of the operating system, database and Evergreen application are included in the pricing under this Agreement. The parties will discuss the need for upgrades on a quarterly basis, or other mutually agreeable time frame, under this Agreement. If the parties are unable to agree on the timing of upgrades to the operating system, database and Evergreen application, either party may terminate this Agreement as provided in Section J.1) g.), herein.

D.4) CAMPBELL LIBRARY agrees that title to and ownership of all PALS central site computer equipment and software shall remain with PALS.

D. 5) PALS staff will work with CAMPBELL LIBRARY staff to establish desired base line response times for various transactions (OPAC searches, circulation transactions, etc.). If the parties are unable to reach an agreement on such response times, either party may terminate this Agreement as provided in Section J.1) g.). If transactions do not meet the agreed upon response times, PALS will perform systems analysis to isolate and provide a remedy for the problem within thirty (30) days of notice by CAMPBELL LIBRARY to PALS.

D.6) CAMPBELL LIBRARY agrees to promptly notify PALS of problems or issues related to Hosting Services provided.

D.7) In the case of unscheduled downtime of the hosted system, PALS will do its best to resolve the issue and will respond according to the timeline in Section F.5, below.

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- Follow-up web-based training after CAMPBELL LIBRARY goes live on Evergreen (available for 120 days as needed)
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- Training in additional modules, such as Serials and Acquisitions, will be available at an additional cost.

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F.3) All Support Incidents will be entered into the RightNow incident tracking software either by CAMPBELL LIBRARY's Designated Staff or by the PALS staff.

F.4) PALS Agrees to provide support according to the following schedule:

PALS Customer Support Center hours:	8:00 am to 4:30 pm, Monday through Friday ("Normal Business Hours")
On-call hours:	9:00 am to 5:00 pm, Saturday 1:00 pm to 9:00 pm, Sunday
Knowledge base:	Available 24/7 via the Web

F.5) When a Support Incident is reported to the PALS Customer Support Center, the incident is assigned an urgency level, as follows:

- Level 1: Site Down/Software Not Responding – PALS Staff will respond within one Normal Business Hour after first notice of the problem with confirmation and a plan for how to resolve the problem. Outside of Normal Business Hours, PALS staff will make a best effort to respond as quickly as possible.
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- Level 4: General Questions – PALS Staff will respond within five Business Days after first notice with confirmation and the status of the problem.

F.6) Support Services do not include enhancements or development of additional functionality beyond that provided in the official Evergreen releases, unless they are as a result of ADDITIONAL SERVICES as described in Section I.3 below.

G. LIABILITY

G.1) PALS shall not be liable or responsible for losses caused by interruption of service due to causes beyond its control including but not limited to acts of God, CAMPBELL LIBRARY's equipment failure, power outages, inclement weather, civil unrest, epidemic/pandemic, disaster, civil emergency, and sabotage to the system. Each party will be responsible for its own acts, errors and omissions and any liabilities resulting there from. PALS's liabilities, if any, shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.736. CAMPBELL LIBRARY's liabilities, if any, shall be governed by the provisions Chapter 466 of Minnesota statutes.

H. PERFORMANCE

H.1) PALS agrees to provide the Evergreen automated library system consisting of OPAC, circulation, cataloging, and such other services and enhancements as shall be added from time to time. Said system shall generally be available to CAMPBELL LIBRARY 24 hours a day, seven days a week, except for needed downtime for maintenance and repair.

H.2) PALS provides the Evergreen software "as is" and does not guarantee or warrant the Evergreen software as to functionality or suitability for use by CAMPBELL LIBRARY.

H.3) PALS shall maintain at a secure site remote from the Minnesota State University, Mankato Computer Center, a complete set of the entire database plus all software necessary to recover the system in the event the current operating software and/or records are destroyed. At no time shall this data for CAMPBELL LIBRARY be more than 30 days old.

I. COSTS FOR SERVICE

- I.1) Costs for service are dependent on the size and complexity of the migration and implementation, provided, however, that such costs shall not exceed the amounts set forth on attached APPENDIX A.
- I.2) Recurring Costs may increase annually, but by no more than 5% each year.
- I.3) CAMPBELL LIBRARY may purchase ADDITIONAL SERVICES such as custom programming, new module or feature development and additional training at its discretion and at a price determined by PALS.
- I.4) CAMPBELL LIBRARY will be invoiced for full amount of the "Server and Evergreen Software installation and configuration" as set forth on attached Appendix A (\$3,000.00) upon signing this Agreement as a down payment. This down payment is nonrefundable.
- I.5) Upon CAMPBELL LIBRARY's acceptance of the TDM process upon its completion, PALS shall invoice CAMPBELL LIBRARY the Data Migration cost as set forth on attached Appendix A (\$7,754.00).
- I.6) Upon CAMPBELL LIBRARY's acceptance of the PDM process, PALS shall invoice CAMPBELL LIBRARY \$3,500,0.00 for year one as set forth on attached Appendix A, and shall invoice the retainage amount of \$5,000.00 (minus any Discounts available under the IMLS Grant Discount Program), after going live.
- I.7) If CAMPBELL LIBRARY accepts the TDM process and accepts the PMD process and system, Recurring Costs will be due on the anniversary of the date of acceptance.
- I.8) Payments are due within 30 days of receipt of invoice. Payments not made within 60 calendar days after receipt of invoice will be increased by 1% per month until paid in full.

J. DURATION OF AGREEMENT

- J.1) This Agreement shall be in force and effect upon signing and shall remain in effect until terminated under the provisions described below.
- a.) The Initial Period of the agreement is for Two (2) years.
- b.) This Agreement may be modified at any time upon the mutual written consent of both PALS and CAMPBELL LIBRARY.
- b.) This Agreement may be terminated at any time upon the mutual written consent of both PALS and CAMPBELL LIBRARY.
- c.) This Agreement *in its entirety* may be terminated at any time by either party with or without cause after the Initial Period, provided that a minimum of one calendar year's prior notice is given to the other party in writing by either CAMPBELL LIBRARY or PALS.
- d) Participation in ADDITIONAL SERVICES, as described in Section I.3 above, may be discontinued by either party, provided that notice is given to the other party in writing by either CAMPBELL LIBRARY or PALS no less than 90 days before the expiration of the contracting period for the service being discontinued.
- e.) Continuation of this Agreement beyond June 30 of any year is contingent upon continued legislative appropriation of funds for the purpose of this Agreement. If these funds are not appropriated, PALS will immediately notify CAMPBELL LIBRARY in writing and this Agreement will terminate on June 30 of that year. Neither PALS nor CAMPBELL LIBRARY shall be assessed any penalty if this Agreement is terminated because of the decision of the legislature not to appropriate funds.
- f.) Continuation of this Agreement beyond December 31 of any year is contingent upon adequate funding, as determined solely by CAMPBELL LIBRARY, from the City of East Grand Forks to CAMPBELL LIBRARY. If such adequate funds are not appropriated, CAMPBELL LIBRARY will immediately notify PALS in writing and this Agreement will terminate on December 31 of that year. Neither CAMPBELL

LIBRARY nor PALS shall be assessed any penalty if this Agreement is terminated because of the decision of the Legislature or the City of East Grand Forks not to appropriate funds.

g.) Failure by either party to perform any duty or obligation under this Agreement shall constitute material breach of this Agreement. If, after written notice of breach by one party to the other, the breach condition is not corrected to the satisfaction of the party giving notice within thirty (30) days of such written notice, this Agreement shall be declared null and void.

K. SUPERSESION AND JURISDICTION

K.1) This Agreement supersedes all prior agreements between the parties related to the topics addressed herein.

K.2) This Agreement and performance hereunder shall be construed in accordance with, and the rights of the signatory parties shall be governed by, the laws of the State of Minnesota, without regard to the conflicts of laws and provisions thereof. Venue of any legal proceedings relating to this Agreement shall be in the State of federal courts located in Ramsey County, Minnesota.

L. AMENDMENTS

Any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of CAMPBELL LIBRARY and PALS.

M. ASSIGNMENT

Neither the CAMPBELL LIBRARY nor the PALS shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

N. LIMITATION OF WARRANTIES

PALS DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED BY PALS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY PARTICIPANT MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUED.

IN WITNESS WHEREOF, PALS and CAMPBELL LIBRARY hereto cause this Agreement to be executed the day and year first written above.

APPROVED:

By: _____

Title: _____

Date: _____

Director
East Grand Forks Campbell Library

APPROVED:

By: _____

Title: _____

Date: _____

V.P. for Finance and Administration
Minnesota State University, Mankato

APPROVED:

By: _____

Title: _____

Date: _____

Board Chair,
East Grand Forks Campbell Library
or City Officer,
City of East Grand Forks

APPROVED:

By: _____

Title: _____

Date: _____

Executive Director
PALS

East Grand Forks Campbell Library & PALS
PROFESSIONAL SERVICES AGREEMENT
For Data Migration, Hosting, Staff Training and Support
Of the Evergreen Library System

This Agreement is made on the ____ day of _____, 2012 between East Grand Forks Campbell Library (hereinafter referred to as "CAMPBELL LIBRARY"), and PALS, a Program of the Minnesota State Colleges and Universities, an institution established under the laws of Minnesota and having its main office at Minnesota State University, Mankato, 3022 Memorial Library, Mankato, Minnesota (hereinafter referred to as "PALS").

WHEREAS, CAMPBELL LIBRARY wishes PALS to perform Data Migration from their existing Follett Spectrum 5.2 Library System, Host and Operate Evergreen on PALS equipment, Provide Training to the Staff of CAMPBELL LIBRARY, and Provide Ongoing Support Services to CAMPBELL LIBRARY, and

WHEREAS, PALS wishes to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, CAMPBELL LIBRARY and PALS agree as follows:

A. DEFINITIONS

A.1) "One-time Costs" mean server setup, software setup, data migration, and initial training.

A.2) "Recurring Costs" mean server and software hosting, upgrade training, and support services.

A.3) "Evergreen System" means an integrated, open-source library software system that automates daily library management of materials.

A.4) "RightNow" means an interactive software system that facilitates online communication and support between a service provider and its customers.

A.5) "OPAC" means Online Public Access Catalog and is an online database of materials held by a library or group of libraries

A.6) "Follett Spectrum 5.2" means a proprietary integrated library system that automates daily library management of materials.

A.7) "MnLINK Gateway" means a statewide virtual library that electronically links major Minnesota libraries using Z39.50 standards.

A.8) "Z39.50 search engine" means a client-server protocol for searching and retrieving information from remote computer databases.

A.9) "SIP2" means an upgrade version of the Standard Interface Protocol for authentication and to interface with third-party applications such as print management that support these standards.

B. DATA MIGRATION

B.1) PALS agrees to convert and load all data provided by CAMPBELL LIBRARY to PALS of the following record types into the Evergreen System:

Bibliographic

Holdings

Items - including the total count of historical circulations, but not dates or patron information associated with historical transactions

Patrons
Current Circulation Transactions
Current Holds
Outstanding Fines

B.2) PALS agrees to provide a Migration Questionnaire form to CAMPBELL LIBRARY within ten (10) days of execution of this Agreement, and CAMPBELL LIBRARY agrees to provide to PALS the completed Migration Questionnaire and formatted data from CAMPBELL LIBRARY's existing vendor in a timely manner as needed by PALS to meet the schedule set forth in Section B.3 herein.

B.3) PALS agrees to provide CAMPBELL LIBRARY training on the data review process, and CAMPBELL LIBRARY agrees to participate in the data review process. PALS agrees to perform test data migrations ("TDM") within thirty (30) days of execution of this Agreement sufficient to determine the compatibility of the data with PALS system.

B.4) Upon CAMPBELL LIBRARY's review and approval of the TDM process, PALS will begin performing production data migration ("PDM"). CAMPBELL LIBRARY will have five (5) days to evaluate the data after completion of the PDM, and CAMPBELL LIBRARY will indicate in writing ACCEPTANCE or REJECTION of the PDM. PDM will be deemed accepted if no acceptance or rejection is received within 5 days after PALS gives written notice to CAMPBELL LIBRARY of completion of the PDM. If the PDM is rejected, reasons for rejection must be stated in writing. PALS will have ten (10) days to correct and resubmit the PDM. If the resubmitted PDM is not corrected to the satisfaction of CAMPBELL LIBRARY, in its sole discretion, this Agreement may be terminated by CAMPBELL LIBRARY.

C. DATA OWNERSHIP AND ACCESS

C.1) CAMPBELL LIBRARY retains all ownership rights to its data in the Evergreen system and shall have read-only access to the Evergreen files and data. At CAMPBELL LIBRARY's request, PALS shall extract the data in a commercially reasonable time, but not later than thirty (30) days after CAMPBELL LIBRARY's request. In such event, PALS shall use the commonly used format as requested by CAMPBELL LIBRARY. CAMPBELL LIBRARY shall pay to PALS a reasonable fee for such extraction services at the customary hourly rate and limited to two month's current hosting and support fee.

C.2) As an entity of the State of Minnesota, PALS is subject to and shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

D. HOSTING SERVICES

D.1) PALS agrees to install, configure and operate the Evergreen Library System for CAMPBELL LIBRARY. This work shall include the set up of servers with adequate memory, processors and mass storage to meet the functional needs of CAMPBELL LIBRARY to carry out daily library operations. The work also includes installation of the operating system, system level security, data backup and recovery processes, and the Evergreen application.

D. 2) PALS is responsible for installation and maintenance of telecommunications equipment at the Minnesota State University, Mankato Computer Center. This equipment shall meet generally accepted state and national standards so as to promote compatibility and interconnections. CAMPBELL LIBRARY is responsible for obtaining and maintaining telecommunications links to the Internet.

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D.6) CAMPBELL LIBRARY agrees to promptly notify PALS of problems or issues related to Hosting Services provided.

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E.1) In addition to the Data Review Training mentioned in Section B.3, PALS will provide CAMPBELL LIBRARY's staff training on a timely basis in the following areas:

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I. COSTS FOR SERVICE

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- I.2) Recurring Costs may increase annually, but by no more than 5% each year.
- I.3) CAMPBELL LIBRARY may purchase ADDITIONAL SERVICES such as custom programming, new module or feature development and additional training at its discretion and at a price determined by PALS.
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- I.5) Upon CAMPBELL LIBRARY’s acceptance of the TDM process upon its completion, PALS shall invoice CAMPBELL LIBRARY the Data Migration cost as set forth on attached Appendix A (\$7,754.00).
- I.6) Upon CAMPBELL LIBRARY’s acceptance of the PDM process, PALS shall invoice CAMPBELL LIBRARY \$3,500.00 for year one as set forth on attached Appendix A, and shall invoice the retainage amount of \$5,000.00 (minus any Discounts available under the IMLS Grant Discount Program), after going live.
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APPROVED:

By: _____

Title: _____

Date: _____

Director
East Grand Forks Campbell Library

APPROVED:

By: _____

Title: _____

Date: _____

V.P. for Finance and Administration
Minnesota State University, Mankato

APPROVED:

By: _____

Title: _____

Date: _____

Board Chair,
East Grand Forks Campbell Library
or City Officer,
City of East Grand Forks

APPROVED:

By: _____

Title: _____

Date: _____

Executive Director
PALS

Appendix A

Cost for East Grand Forks Campbell Library

For PALS Hosting, Data Migration and Support Services for the Evergreen Library System

Please find below costs for hosting, migration and support services relating to Campbell Library's use of the Evergreen System.

One-Time Costs

\$ 3,000	Server and Evergreen software installation and configuration
\$ 7,754	Data Migration
<u>\$ 2,500</u>	<u>Initial Training</u>
\$13,254	Sub Total, One-Time Costs

IMLS Grant Discount Program

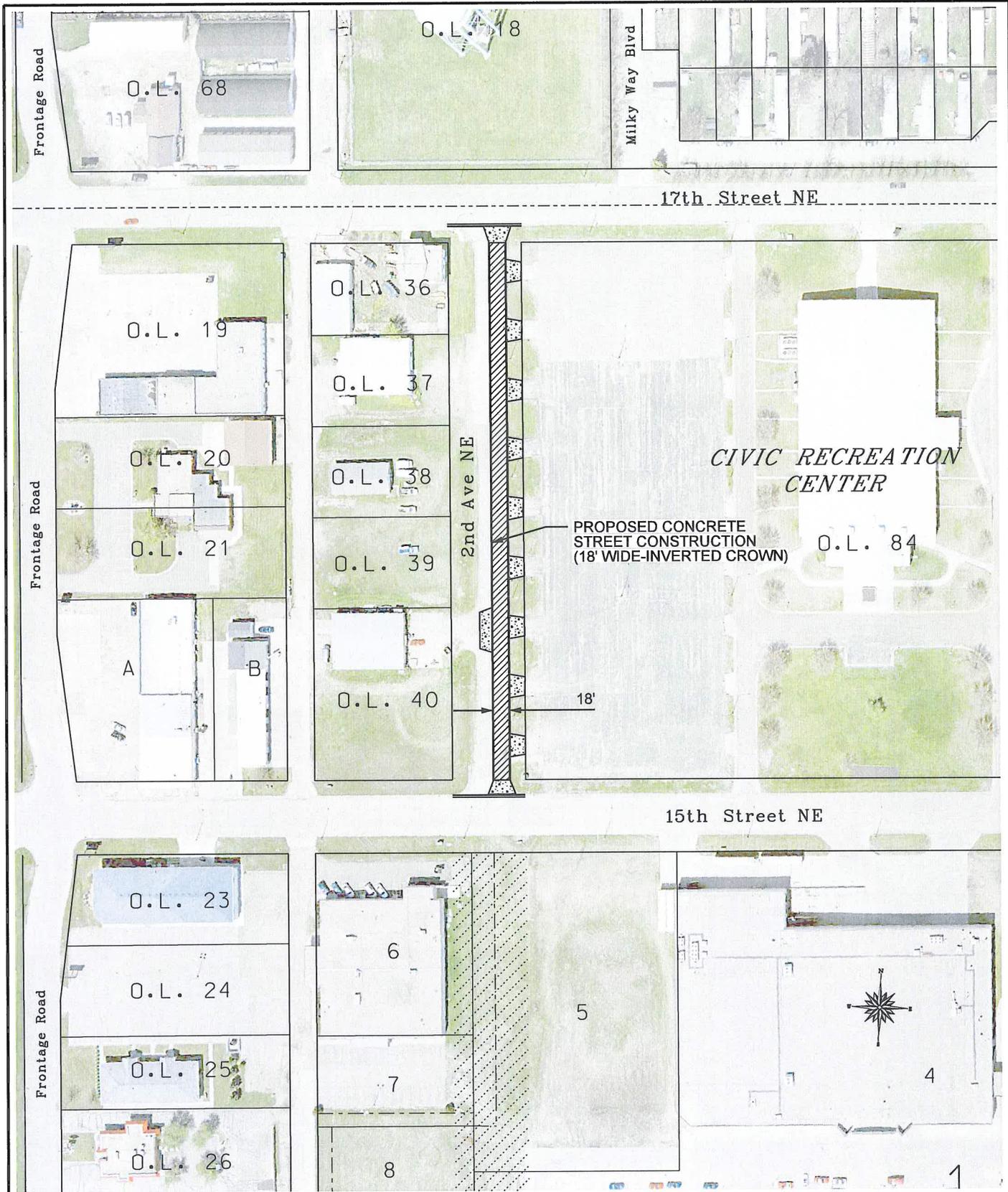
As a participant in an IMLS Grant, PALS will extend the following Discounts towards the one-time costs by charging the grant for staff hours worked before Nov.1, 2012, involved in providing server and software setup, migration and training to Campbell Library.

- 1st Customer to sign a contract: 30% discount on all one-time costs up to a maximum of \$10,000
 - 2nd Customer to sign a contract: 25% discount on all one-time costs up to a maximum of \$ 8,000
 - 3rd Customer to sign a contract: 20% discount on all one-time costs up to a maximum of \$ 7,500
- 30% for Campbell Library would be \$4,500

Recurring Costs

	<u>Hosting</u>	<u>Support</u>	<u>Total</u>
<u>Year 1</u>	\$ 2,500	\$ 3,500	\$ 6,000
<u>Year 2</u>	\$ 2,500	\$ 3,500	\$ 6,000

Note: Costs for hosting and support may increase annually after year 2, but increases will not exceed 5% per year.



DRAWN BY: MBA
 DATE: 4/5/2012
 DGN: 12_2nd_ave_ne_const.dgn
 MODEL NAME: 2nd ave op-1

PROJECT:
STREET CONSTRUCTION - 2ND AVENUE NE
EAST GRAND FORKS, MINNESOTA

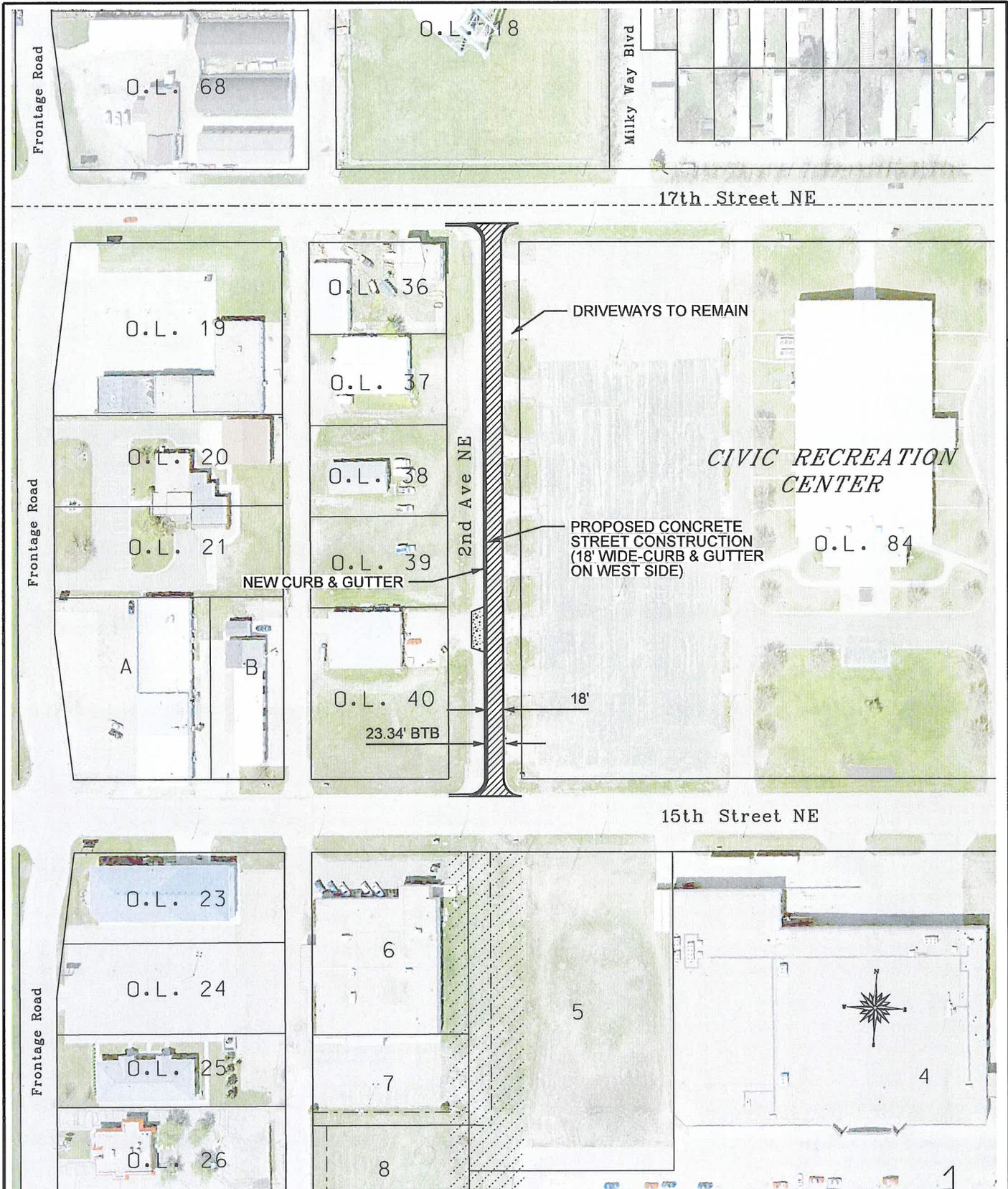
SHEET:
OP-1

STREET RECONSTRUCTION - 18' ALLEY INVERTED

2nd Ave. NE from 15th St. SE to 17th St. SE

EAST GRAND FORKS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
2104.501	Mobilization	LS	1	\$5,000.00	\$5,000.00
2104.501	Remove Curb and Gutter	LF	760	\$5.00	\$3,800.00
2104.505	Remove Concrete Pavement	SY	550	\$5.00	\$2,750.00
2104.505	Remove Concrete Driveway Pavement	SY	385	\$6.00	\$2,310.00
2104.509	Remove Casting	EA	4	\$250.00	\$1,000.00
2104.511	Sawing Concrete Pavement (Full Depth)	LF	500	\$7.00	\$3,500.00
2105.501	Common Excavation (P)	CY	700	\$6.00	\$4,200.00
2105.525	Topsoil Borrow (LV)	CY	100	\$15.00	\$1,500.00
2105.604	Geogrid	SY	1,600	\$4.00	\$6,400.00
2112.604	Subgrade Preparation	SY	1,600	\$2.00	\$3,200.00
2211.607	Aggregate Base(8")	CY	400	\$20.00	\$8,000.00
2301.529	Reinforcement Bars (Epoxy Coated)	LB	500	\$3.00	\$1,500.00
2301.604	Concrete Pavement 7.0"	SY	1,180	\$45.00	\$53,100.00
2502.541	4" Perforated Drain Tile	LF	1,240	\$3.00	\$3,720.00
2503.511	12" RCP Storm Sewer	LF	60	\$60.00	\$3,600.00
2506.516	Casting Assembly, Type A	EA	4	\$1,000.00	\$4,000.00
2506.602	Install Catch Basin	EA	1	\$3,000.00	\$3,000.00
2531.501	Concrete Curb and Gutter, Design B624	LF	120	\$15.00	\$1,800.00
2531.507	6" Concrete Driveway Pavement	SY	385	\$50.00	\$19,250.00
2563.601	Traffic Control	LS	1	\$2,000.00	\$2,000.00
2573.530	Storm Drain inlet Protection	EA	4	\$100.00	\$400.00
2575.501	Seeding	SY	1500	\$3.00	\$4,500.00
TOTAL CONSTRUCTION COST					\$138,530.00
Engineering - P&S					\$13,853.00
Engineering - Staking&Inspection					\$6,926.50
Contingencies					\$6,926.50
Legal and Admin					\$6,926.50
Total					\$173,162.50



DRAWN BY: MBA
 DATE: 4/5/2012
 DGN: 12_2nd_ave_ne_const.dgn
 MODEL NAME: 2nd ave op-2

PROJECT:
STREET CONSTRUCTION - 2ND AVENUE NE
EAST GRAND FORKS, MINNESOTA

SHEET:
OP-2

STREET RECONSTRUCTION - CURB&GUTTER

2nd Ave. NE from 15th St. SE to 17th St. SE

EAST GRAND FORKS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
2104.501	Mobilization	LS	1	\$5,000.00	\$5,000.00
2104.501	Remove Curb and Gutter	LF	160	\$5.00	\$800.00
2104.505	Remove Concrete Pavement	SY	550	\$5.00	\$2,750.00
2104.505	Remove Concrete Driveway Pavement	SY	70	\$6.00	\$420.00
2104.509	Remove Casting	EA	4	\$250.00	\$1,000.00
2104.511	Sawing Concrete Pavement (Full Depth)	LF	500	\$7.00	\$3,500.00
2105.501	Common Excavation (P)	CY	700	\$6.00	\$4,200.00
2105.525	Topsoil Borrow (LV)	CY	60	\$15.00	\$900.00
2105.604	Geogrid	SY	1,600	\$4.00	\$6,400.00
2112.604	Subgrade Preparation	SY	1,600	\$2.00	\$3,200.00
2211.607	Aggregate Base(8")	CY	400	\$20.00	\$8,000.00
2301.529	Reinforcement Bars (Epoxy Coated)	LB	500	\$3.00	\$1,500.00
2301.604	Concrete Pavement 7.0"	SY	1,400	\$45.00	\$63,000.00
2502.541	4" Perforated Drain Tile	LF	1,240	\$3.00	\$3,720.00
2503.511	12" RCP Storm Sewer	LF	20	\$60.00	\$1,200.00
2506.516	Casting Assembly, Type A	EA	4	\$1,000.00	\$4,000.00
2506.602	Install Catch Basin	EA	1	\$3,000.00	\$3,000.00
2531.501	Concrete Curb and Gutter, Design B624	LF	720	\$20.00	\$14,400.00
2531.507	6" Concrete Driveway Pavement	SY	70	\$50.00	\$3,500.00
2563.601	Traffic Control	LS	1	\$2,000.00	\$2,000.00
2573.530	Storm Drain inlet Protection	EA	4	\$100.00	\$400.00
2575.501	Seeding	SY	1500	\$3.00	\$4,500.00
TOTAL CONSTRUCTION COST					\$137,390.00
Engineering - P&S					\$13,739.00
Engineering - Staking&Inspection					\$6,869.50
Contingencies					\$6,869.50
Legal and Admin					\$6,869.50
Total					\$171,737.50

NOTICE OF PUBLIC HEARING

ON PROPOSED IMPROVEMENTS “2011 ASSESSMENT JOB. NO. 1” STREET PAVING

Notice is hereby given that on Tuesday, April 17, 2012 at 5:00 PM, or as soon as possible thereafter, in the Council Chambers of the East Grand Forks City Hall, located at 600 DeMers Avenue NW, the City Council will hold a Public Hearing on proposed paving improvements to serve **Greenway Crossing 2nd Resubdivision and unplatted properties**. A reasonable estimate of the impact of the assessment will be available at the hearing.

The project will be constructed in the following area:

- **Greenway Crossing 2nd Resubdivision**
- **Unplatted Properties**

Total estimated cost of the project is: \$337,252.50

Estimated front benefit assessment rates for the improvements would be: \$238.64/foot

The areas proposed to be assessed for the said improvements are as follows:

Greenway Crossing 2nd Resubdivision

Block 4 Lots 12-22

Unplatted Properties

Section 18 Township 151N Range 49W

By Order of the City Council
Scott Huizenga, City Administrator/Clerk-Treasurer
City of East Grand Forks, Minnesota
(Publish April 4, 2012 & April 11, 2012)

**ESTIMATED 2011 AJ No. 1 - RECONSTRUCTION
EAST GRAND FORKS, MINNESOTA**

Reconstruction Calculations

Construction	\$259,425.00
Plans & Specifications	\$25,942.50
Staking & Inspection	\$15,565.50
Administration	\$7,782.75
Contingencies	\$25,942.50
Assessment roll	\$2,594.25

TOTAL	\$337,252.50
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Front Footage's

GREENWAY CROSSING 2ND RESUB	706.62
Sect-18 Twp-151 Range-049	220.20
UNPLATTED PROPERTIES	486.42

TOTAL	1,413.24
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Front Assessment Rate	\$238.637811 / front foot
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TOTAL PROJECT COSTS TO ASSESSED	\$337,252.50
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**ESTIMATED 2011 AJ No. 1- RECONSTRUCTION
EAST GRAND FORKS, MINNESOTA**

PARCEL No.	OWNER	DESCRIPTION	RECONSTRUCTION		TOTAL ASSESSMENT BEFORE INTEREST
			FRONT FOOTAGE	\$ FRONT BENEFIT	
				\$238.63781	
GREENWAY CROSSING 2ND RESUB					
R 83.04040.00	EAST GRAND DEVELOPERS LLC	Lot-012 Block-004	54.01	\$12,888.83	\$12,888.83
R 83.04041.00	EAST GRAND DEVELOPERS LLC	Lot-013 Block-004	49.01	\$11,695.64	\$11,695.64
R 83.04042.00	JAY & KELLY HOLM / % EAST GRAND DEVELOPERS, I	Lot-014 Block-004	49.01	\$11,695.64	\$11,695.64
R 83.04043.00	RONALD L REPASKY JR	Lot-015 Block-004	49.01	\$11,695.64	\$11,695.64
R 83.04044.00	EAST GRAND DEVELOPERS LLC	Lot-016 Block-004	49.01	\$11,695.64	\$11,695.64
R 83.04045.00	EAST GRAND DEVELOPERS LLC	Lot-017 Block-004	57.82	\$13,798.04	\$13,798.04
R 83.04046.00	MIB POWER MELT INC	Lot-018 Block-004	80.35	\$19,174.55	\$19,174.55
R 83.04047.00	HEIDI A HAMRE	Lot-019 Block-004	78.35	\$18,697.27	\$18,697.27
R 83.04048.00	PEITER H & STEFFANIE HJERTSTEDT	Lot-020 Block-004	78.35	\$18,697.27	\$18,697.27
R 83.04049.00	CROOKSTON BLDG CENTER, INC	Lot-021 Block-004	78.35	\$18,697.27	\$18,697.27
R 83.04050.00	STEVEN GERSZEWSKI	Lot-022 Block-004	83.35	\$19,890.46	\$19,890.46
SUBTOTAL GREENWAY CROSSING 2ND RESUB			706.62	\$168,626.25	\$168,626.25
Sect-18 Twp-151 Range-049					
	CITY OF EAST GRAND FORKS		198.18	\$47,293.24	\$47,293.24
R 83.00113.94	RICHARD E & DIANN M PESCH	7.10 AC TR IN NW COR OF GOVT LOT 1 W OF HWY 220	22.02	\$5,254.80	\$5,254.80
SUBTOTAL Sect-18 Twp-151 Range-049			220.20	\$52,548.04	\$52,548.04
UNPLATTED PROPERTIES					
	CITY OF EAST GRAND FORKS		437.78	\$104,470.86	\$104,470.86
	PROPERTY OUT OF CITY LIMITS	LOT 1	34.02	\$8,118.46	\$8,118.46
	PROPERTY OUT OF CITY LIMITS	LOT 2	14.62	\$3,488.88	\$3,488.88
SUBTOTAL UNPLATTED PROPERTIES			486.42	\$116,078.20	\$116,078.20
GRAND TOTAL 2011 AJ No. 1			1,413.24	\$337,252.49	\$337,252.49

NOTICE OF PUBLIC HEARING

ON PROPOSED IMPROVEMENTS “2012 ASSESSMENT JOB. NO. 3” STREET PAVING

Notice is hereby given that on Tuesday, April 17, 2012 at 5:00 PM, or as soon as possible thereafter, in the Council Chambers of the East Grand Forks City Hall, located at 600 DeMers Avenue NW, the City Council will hold a Public Hearing on proposed paving improvements to serve **Absey’s 2nd Addition, Absey’s 3rd Addition, Beste’s Addition, and Peabody’s 1st Addition**. A reasonable estimate of the impact of the assessment will be available at the hearing.

The project will be constructed in the following area:

Absey’s 2nd Addition, Absey’s 3rd Addition, Beste’s Addition, and Peabody’s 1st Addition

Total estimated cost of the project is: \$664,575.00

Estimated front benefit assessment rates for the improvements would be: \$67.91/foot

Estimated end benefit assessment rates for the improvements would be: \$22.64/foot

The areas proposed to be assessed for the said improvements are as follows:

- **Absey’s 2nd Addition**
 - **Lots 7, 8, 15 and 16**
- **Absey’s 3rd Addition**
 - **Lots 5-8, 15 and 16, Block 3**
- **Beste’s Addition**
 - **Lots 6-9, Block 1**
- **Peabody’s 1st Addition**
 - **Lots 1-25, Block 1**
 - **Lots 1-13, Block 2**
- **Replat of Lot 2 and 10, Block 1, Beste’s Addition**
- **Unplatted Property**
 - **Section 12, T 15IN, R 50W**

By Order of the City Council
Scott Huizenga, City Administrator/Clerk-Treasurer
City of East Grand Forks, Minnesota
(Publish April 4, 2012 & April 11, 2012)

Addendum:

The City has proposed to use eligible state aid funding of \$366,850 to reduce the total assessments to property owners for the proposed project. The front benefit and end benefit assessment rates reflect this reduction. The state aid funding as proposed shall be applied proportionally on a linear frontage basis across all benefitting properties in the proposed assessment district so that all properties benefit equally. The draft assessment roll reflects this discount.

Please note that the proposed assessment is based on current estimates only. The final assessment will reflect actual construction prices that can fluctuate depending on upon contractor bid prices to the City. An additional public hearing will be held before the assessment is finalized and adopted.

**ESTIMATED 2012 ASSESSMENT JOB No. 3 - PAVING
EAST GRAND FORKS, MINNESOTA**

Paving

Paving Construction Cost	\$531,660.00
Plans & Specifications	\$53,166.00
Staking & Inspection	\$31,899.60
Assessment Roll	\$5,316.60
Administration	\$15,949.80
Contingencies	\$26,583.00
TOTAL PAVING COST	\$664,575.00
Less State Aid Funds	-\$366,850.00
TOTAL PROJECT COST TO BE ASSESSED	\$297,725.00

Front Footage

ABSEY'S SECOND ADDITION	0.00
ABSEY'S THIRD ADD	0.00
BESTE'S ADDITION	199.28
REPLAT OF LOT 2 & 10, BLK 1 BESTE'S ADDITION	99.64
UNPLATTED PROPERTIES	0.00
Peabody's 1st Addition	3,659.27
TOTAL FRONT FOOTAGE	3,958.19

End Footage

ABSEY'S SECOND ADDITION	351.79
ABSEY'S THIRD ADD	545.40
BESTE'S ADDITION	165.27
REPLAT OF LOT 2 & 10, BLK 1 BESTE'S ADDITION	0.00
UNPLATTED PROPERTIES	124.00
Peabody's 1st Addition	90.89
TOTAL END FOOTAGE	1,277.35

Assessed Front Footage Benefit Rate	\$67.912163 per foot
Assessed End Footage Benefit Rate	\$22.637388 per foot

TOTAL AMOUNT TO BE ASSESSED	\$297,725.00
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**ESTIMATED 2012 ASSESSMENT JOB No. 3 - PAVING
EAST GRAND FORKS, MINNESOTA**

PARCEL No.	OWNER	DESCRIPTION	PAVING				TOTAL ASSESSMENT BEFORE INTEREST
			Front FOOTAGE	Front \$ BENEFIT	End Footage	End \$ BENEFIT	
				\$67.912163		\$22.637388	
ABSEY'S SECOND ADDITION							
R 83.03338.00	LOWELL A & NANCY L BRANDNER	Lot-007		\$0.00	85.00	\$1,924.18	\$1,924.18
R 83.03339.00	CASEY A & AMANDA M ANDERSON	Lot-008		\$0.00	90.96	\$2,059.10	\$2,059.10
R 83.03346.00	SCOTT A JOHNSON	Lot-015		\$0.00	85.00	\$1,924.18	\$1,924.18
R 83.03347.00	DAVID E & MARY L ANDERSON	Lot-016		\$0.00	90.83	\$2,056.15	\$2,056.15
ABSEY'S SECOND ADDITION SUBTOTAL			0.00	\$0.00	351.79	\$7,963.61	\$7,963.61
ABSEY'S THIRD ADD							
R 83.03376.00	DANIEL LEE FJESTAD	Lot-007 Block-003		\$0.00	85.00	\$1,924.18	\$1,924.18
R 83.03376.01	WILLIAM G & JENNIFER E STOCKER	Lot-006 Block-003		\$0.00	98.00	\$2,218.46	\$2,218.46
R 83.03378.00	CHAD A & RAEANN M BEAUCHAMP	Lot-005 Block-003		\$0.00	95.00	\$2,150.55	\$2,150.55
R 83.03381.00	MICHAEL T & NICOLE J KOLSTOE	Lot-008 Block-003		\$0.00	91.26	\$2,065.77	\$2,065.77
R 83.03388.00	DANIEL ZAVORAL / JODI SPOOR	Lot-015 Block-003		\$0.00	85.00	\$1,924.18	\$1,924.18
R 83.03389.00	JEFF R & LORI A ANDERSON	Lot-016 Block-003		\$0.00	91.14	\$2,063.17	\$2,063.17
ABSEY'S THIRD ADD SUBTOTAL			0.00	\$0.00	545.40	\$12,346.31	\$12,346.31
BESTE'S ADDITION							
R 83.03719.00	STEVEN D & JENNIFER A HOVDE	Lot-006 Block-001		\$0.00	55.09	\$1,247.09	\$1,247.09
R 83.03720.00	TODD R & NICOLE R JACKMAN	Lot-007 Block-001		\$0.00	110.18	\$2,494.19	\$2,494.19
R 83.03721.00	MICHAEL & MELISSA CASSANELLI	Lot-008 Block-001	99.64	\$6,766.76		\$0.00	\$6,766.76
R 83.03722.00	KEYARESH AFSHARI	Lot-009 Block-001	99.64	\$6,766.76		\$0.00	\$6,766.76
BESTE'S ADDITION SUBTOTAL			199.28	\$13,533.52	165.27	\$3,741.28	\$17,274.80
PEABODY'S FIRST ADDITION							
R 83.04238.00	PEABODY ROBERT E & JEANINE H	Lot-001 Block-001	100.00	\$6,791.21		\$0.00	\$6,791.21
R 83.04239.00	PEABODY ROBERT E & JEANINE H	Lot-002 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04240.00	PEABODY ROBERT E & JEANINE H	Lot-003 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04241.00	FROVARP MICHAEL & MICHELE	Lot-004 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04242.00	PEABODY ROBERT E & JEANINE H	Lot-005 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04243.00	PEABODY ROBERT E & JEANINE H	Lot-006 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04244.00	PEABODY ROBERT E & JEANINE H	Lot-007 Block-001	45.30	\$3,076.42		\$0.00	\$3,076.42
R 83.04245.00	FORX BUILDERS ASSOCIATION	Lot-008 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04246.00	PEABODY ROBERT E & JEANINE H	Lot-009 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04247.00	PEABODY ROBERT E & JEANINE H	Lot-010 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04248.00	DANIELSON PAUL & KRISTINE	Lot-011 Block-001	95.06	\$6,455.73		\$0.00	\$6,455.73

R 83.04249.00	PEABODY ROBERT E & JEANINE H	Lot-012 Block-001	212.25	\$14,414.35		\$0.00	\$14,414.35
R 83.04250.00	PEABODY ROBERT E & JEANINE H	Lot-013 Block-001	102.11	\$6,934.50		\$0.00	\$6,934.50
R 83.04251.00	STEENERSON RYAN B & SADIE M	Lot-014 Block-001	97.29	\$6,607.17		\$0.00	\$6,607.17
R 83.04252.00	PEABODY ROBERT E & JEANINE H	Lot-015 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04253.00	PEABODY ROBERT E & JEANINE H	Lot-016 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04254.00	LUKACH MATTHEW S & JENNIFER S	Lot-017 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04255.00	JOHNSON ROBERT W & SANDRA J BERGGREN	Lot-018 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04256.00	NOYES BRIAN & LAURIE	Lot-019 Block-001	45.30	\$3,076.42		\$0.00	\$3,076.42
R 83.04257.00	PEABODY ROBERT E & JEANINE H	Lot-020 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04258.00	HENRICKSON LANCE & MACHELLE	Lot-021 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04259.00	PEABODY ROBERT E & JEANINE H	Lot-022 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04260.00	RAY SHANON R & AMY J	Lot-023 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04261.00	PEABODY ROBERT E & JEANINE H	Lot-024 Block-001	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04262.00	PEABODY ROBERT E & JEANINE H	Lot-025 Block-001	100.00	\$6,791.21		\$0.00	\$6,791.21
R 83.04263.00	PEABODY ROBERT E & JEANINE H	Lot-001 Block-002	100.00	\$6,791.21		\$0.00	\$6,791.21
R 83.04264.00	PEABODY ROBERT E & JEANINE H	Lot-002 Block-002	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04265.00	PEABODY ROBERT E & JEANINE H	Lot-003 Block-002	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04266.00	SCHUH TIMOTHY J & KATHERINE W	Lot-004 Block-002	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04267.00	PEABODY ROBERT E & JEANINE H	Lot-005 Block-002	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04268.00	STREZISHAR THOMAS J JR & MICHELLE A	Lot-006 Block-002	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04269.00	PEABODY ROBERT E & JEANINE H	Lot-007 Block-002	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04270.00	PEABODY ROBERT E & JEANINE H	Lot-008 Block-002	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04271.00	PEABODY ROBERT E & JEANINE H	Lot-009 Block-002	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04272.00	ECKES TODD & JANET D	Lot-010 Block-002	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04273.00	PEABODY ROBERT E & JEANINE H	Lot-011 Block-002	95.00	\$6,451.66		\$0.00	\$6,451.66
R 83.04274.00	PEABODY ROBERT E & JEANINE H	Lot-012 Block-002	97.12	\$6,595.62		\$0.00	\$6,595.62
R 83.04275.00	PEABODY ROBERT E & JEANINE H	Lot-013 Block-002	99.84	\$6,780.34		\$0.00	\$6,780.34
R 83.04276.00	EAST GRAND FORKS CITY	Lot-001 Block-003		\$0.00	90.89	\$2,057.51	\$2,057.51

PEABODY'S FIRST ADDITION SUBTOTAL	3,659.27	\$248,509.00	90.89	\$2,057.51	\$250,566.51
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REPLAT OF LOT 2 & 10, BLK 1 BESTE'S ADDITION

R 83.04298.00	KORY L KNOFF	Lot-00B Block-001	99.64	\$6,766.76		\$0.00	\$6,766.76
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REPLAT OF LOT 2 & 10, BLK 1 BESTE'S ADDITION SUBTOTAL	99.64	\$6,766.76	0.00	\$0.00	\$6,766.76
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UNPLATTED PROPERTIES Sect-12 Twp-151 Range-050

R 83.00113.10	RYAN J & MILISSA M VANEPS	124 FT N & S X 190 FT E & W IN SW COR OF SE4	0.00	\$0.00	124.00	\$2,807.04	\$2,807.04
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UNPLATTED PROPERTIES SUBTOTAL Sect-12 Twp-151 Range-050	0.00	\$0.00	124.00	\$2,807.04	\$2,807.04
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TOTAL PAVING ASSESSMENT	3,958.19	\$268,809.28	1,277.35	\$28,915.75	\$297,725.03
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Request for Council Action

Date: 4/4/2012

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Wayne Gregoire, Henry Tweten, Council Members: Marc Demers, Henry Tweten, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Jason Stordahl

RE: Wastewater-Line Cleaning

Consider approving the request to approve:

Sewer cleaning for the City of East Grand Forks is done on an annual basis as part of the wastewater preventative maintenance program. It was decided on by City Council last year that we would remain on a scheduled cleaning of 1/5th the city per year. This year we will clean the north east section. The budget reflects \$45,000 for sewer cleaning.

We received two quotes for cleaning:

Jet-Way Multiple Services, Inc. -\$40,700

Veit -\$55,800

Recommendation: Select Jet-Way Multiple Services, Inc. for sewer cleaning.



Specialty Contracting & Waste Management
February 14, 2012

15429 Comet Road
Bomidji, MN 56601

Office 218.243.2440
Fax 218.243.3049

VeitUSA.com

COPY

City of East Grand Forks
1001 2nd St NE
East Grand Forks, MN 56721
Attn: Bert Roberts

Phone: 218-773-2442
Cell: 701-739-1901
Fax: 218-773-5615

PROJECT: Cleaning services of 56,000 Lf of 8" - 27" sanitary sewer in the City of East Grand Forks, MN.

QUOTE:	-On-Site Operations for cleaning	\$300.00 per hour
	-Veit estimates to get 300 Lf per hour (maybe less on larger pipe)	
	-Project total is estimated at 186 hours	\$55,800.00

INCLUDES: -Labor & Equipment for Cleaning operations
-1- jet vac truck, 2-Operator, 1-water truck 4,000 gallons
-Mobilization & per diem

EXCLUDES: -Permits, Fees, and Licenses
-Traffic Control or Special Signage

NOTES: -Owner will assist Veit in locating and exposing manholes for access (if necessary)
-Work will be completed during normal work week hours. Overtime costs will apply.
-Clear and stable access will be provided by owner, as necessary.
-Tentative start date will be scheduled upon receipt of a signed proposal.
-Owner will provide water and disposal site at no cost to Veit & Companies.
-Owner will supply snow removal and warm overnight storage for equipment (if necessary).
-Any delays beyond the control of Veit & Company Inc. will be charged at \$300.00 per hour.
-Owner will provide map of project (if necessary)
-If line is high flow, work should be pre-scheduled for off hours, or arrangements to be made in advance to plug lines.
-Special equipment for off road and easement work will be an additional charge.

Any questions please call 218-243-2440.

Respectfully,
Rikky Fredrickson
Estimator/Project Manager

Acceptance of Proposal: The above prices and conditions are satisfactory and are hereby accepted. Veit is authorized to do the work as specified. Payment will be upon completion.

Authorized Signature: _____ Date: _____

Affirmative Action Equal Opportunity Employer

Contracting
Earthwork
Demolition
Utilities
Foundations
Environmental Remediation
Industrial Cleaning

Waste Management
Roll-off Containers
Construction & Demolition Debris Landfills
Recycling & Transfer Facilities
Waste Hauling

Jet-Way Multiple Services, Inc.

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Estimate

P.O. Box 131
Harwood, ND 58042

Date	Estimate #
2/16/2012	60

Name / Address
City of East Grand Forks 600 DeMers Ave. East Grand Forks, MN 56721

Project

Description	Qty	Rate	Total
Estimate for cleaning approximately 56,000 ft. of sanitary sewer Jet Vac #28	185	145.00	26,825.00
Supervisor Labor	185	40.00	7,400.00
General Labor	185	35.00	6,475.00
Easement work will be an additional charge of \$80 per hour for additional equip. Lift stations cleaning will be charged \$272 per hour for the truck, supervisor and 2 laborers needed to clean lifts.			
Estimate for cleaning of sanitary sewer.	Total		\$40,700.00

Request for Council Action

Date: April 4, 2012

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Henry Tweten, Council Members: Marc Demers, Wayne Gregoire, Greg Leigh, Mike Pokrzywinski and Ron Vonasek

Cc: File

From: Dave Aker

RE: Swimming Pool

Background:

I have a bid from Custom Pool for repairing the pool this spring which includes a number of things:

- 1) Replace the existing kids pool main drain cover with a 26" x 26" stainless steel cover installed.
 - 2) Remove the existing pipe for the slide. Replace it with a 3" pipe coming from the 8" steel pipe between the circulation pump and the filter connecting it to the slideconnection. This pipe will have a 3" valve for balancing.
 - 3) Install a flow meter on the 8" pipe between the pump and filter.
 - 4) Install a thermometer on the 8" pipe between the pump and filter.
 - 5) Replace the existing 18" x 18" main drain covers with new (VGB compliant) covers in the diving bay. (3 drains)
-

Recommendation: The bid is only for the spring repairs and it is very reasonable. I s would accept the bid from Custom pool.

Enclosures: Information included.

**F
R
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M**

CUSTOM POOLS
PO BOX 12902
GRAND FORKS, ND 58208
P 701-775-6792
F 701-772-2498
C 218-791-6912
custompools@gra.midco.net

PROPOSAL

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PROPOSAL SUBMITTED TO:		DATE 3-26-12
NAME EGF PARK AND RECREATION	JOB NAME CITY POOL	
STREET 600 DEMARS AVE.	STREET	
CITY EGF	CITY EGF	STATE MN
STATE ND 56721	PHONE 773-1815	

We hereby submit specifications and estimate for:

1. REPLACE THE EXISTING KIDDIE POOL MAIN DRAIN COVER WITH A 26"X26" STAINLESS STEEL (VGB COMPLIANT) COVER INSTALLED.
2. REMOVE THE EXISTING PIPE (SUCTION AND DISCHARGE) FOR THE SLIDE. REPLACE IT WITH A 3" PIPE COMING FROM THE 8" STEEL PIPE BETWEEN THE CIRCULATION PUMP AND THE FILTER CONNECTING IT TO THE SLIDE CONNECTION. THIS PIPE WILL HAVE THE 3" VALVE FOR BALANCING.
3. INSTALL A FLOW METER ON THE 8" PIPE BETWEEN THE PUMP AND FILTER.
4. INSTALL A THERMOMETER ON THE 8" PIPE BETWEEN THE PUMP AND FILTER.
5. REPLACE THE EXISTING 18"X18" MAIN DRAIN COVERS WITH NEW (VGB COMPLIANT) COVERS IN THE DIVING BAY. (3 DRAINS)

We hereby propose to furnish labor and materials—complete in accordance with the above specifications, for the sum of TWENTY-THOUSAND-NINE-HUNDRED-TWENTY-SIX DOLLARS AND 50 CENTS Dollars (\$20,926.50) with payments to be made as follows:
 20% DOWN, 40% WHEN THE 3" PIPE FOR THE SLIDE IS INSTALLED, 20% WHEN THE KIDDIE POOL MAIN DRAIN COVER IS REPLACED, 20% WHEN THE POOL MAIN DRAIN COVERS, THE FLOW METER, AND THERMOMETER ARE INSTALLED.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within _____ days and it is void thereafter at the option of the undersigned.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL

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

ACCEPTED:

Signature _____

DATE _____

Signature _____