

**AGENDA
CITY COUNCIL
CITY OF EAST GRAND FORKS
JUNE 19, 2012
5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of June 5, 2012.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of June 12, 2012.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

3. Consider adopting Resolution No. 12-06-59 a Resolution to continue to participate in the Standard Measures Program for 2012.
4. Consider approving the Fireworks/Pyrotechnic Special Effects Permit for Grand Forks Sertoma Club on July 4, 2012 with rain date of July 5, 2012 beginning at 10:00 pm to approximately 10:20 pm.

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:
NONE.**

COMMUNICATIONS:

5. Acknowledging the retirement of Randy Gust effective June 29, 2012 and thank him for his years of dedicated service to the City of East Grand Forks.

OLD BUSINESS: NONE.

NEW BUSINESS:

6. Consider adopting Resolution No. 12-06-60 a Resolution approving the grant application to DEED in support of Capital Project Grant Funds for the proposed Waste Water interconnect project.
7. Consider approving the request to approve the final plat for Minnesota Heights Addition and Vacation of Alley Section.
8. Consider adopting Ordinance No. 4 – 4th Series an ordinance of the City of East Grand Forks, Minnesota to amend Title XV Land Usage Chapter 10 to establish rules and regulations relative to ground/street level residential or senior housing in the Downtown Commercial (C-1) District; and by adopting by reference City Code Chapter 10 and Section 10.00 which, among other things, contain penalty provisions. (1st Reading)
9. Consider approving the request to approve the Construction Management Contract for the Library Roof Repair for the amount of \$38,203.
10. Consider adopting Resolution No. 12-06-61 a Resolution to file plans and specifications and order advertisement for bids for the Library Roof Repair.
11. Consider approving the public hearing date for 2011 Assessment Job No. 1 – Curb, Gutter, and Paving – 14th Ave. NE and 2012 Assessment Job No 3 – Paving – 13th St. SE and Greenway Blvd for July 3, 2012.
12. Consider approving the request to rename 4th Street NW from 5th Ave. NW through 10th Ave NW to “Joan Kroc Parkway” in honor of Joan Kroc.

CLAIMS:

13. Consider adopting Resolution No. 12-06-62 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 13056 for a total of \$2,641.93 whereas Council Member Buckalew is personally interested financially in the contract.
14. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

ADJOURN:

Upcoming Meetings:

- Work Session – June 26, 2012 – 5:00 PM – Training Room
- Regular Meeting – July 3, 2012 – 5:00 PM – Council Chambers
- Work Session – July 10, 2012 – 5:00 PM – Training Room
- Regular Meeting – July 17, 2012 – 5:00 PM – Council Chambers

**UNAPPROVED
MINUTES OF THE
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, JUNE 5, 2012 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for June 5, 2012 was called to order by Council President Buckalew at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Wayne Gregoire, Council Members Marc DeMers, Ron Vonasek, Henry Tweten, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, Planning & Zoning; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Jim Richter, EDHA Director; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.” If you would like to address the City Council, please come up to the podium to do so.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of May 15, 2012.
2. Consider approving the minutes of the “Special Meeting, Work Session, and Closed Meeting” for the East Grand Forks, Minnesota City Council of May 22, 2012.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO APPROVE ITEMS ONE (1) AND TWO (2).

Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.

Voting Nay: None.

SCHEDULED BID LETTINGS:

3. Consider adopting Resolution No. 12-06-57 a Resolution accepting and awarding the bid for improvements for 2012 Assessment Job No. 1 – 15th Street NE for a bid price of \$767,168.20 to Paras Contracting.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 12-06-57 A RESOLUTION ACCEPTING AND AWARDING THE BID FOR IMPROVEMENTS FOR 2012 ASSESSMENT JOB NO. 1 – 15TH STREET NE FOR A BID PRICE OF \$767,168.20 TO PARAS CONTRACTING.

Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.

Voting Nay: None.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

4. Consider approving the final approval of the Transit Development Plan.
5. Consider approving the request to award the quote to Becker Arena Products, Inc. for 6’ hockey boards for a total amount of \$129,454.09 pending state vendor list.
6. Consider approving the request to award the quote to True North Equipment Co. for a John Deere Gator TS at the sale price of \$11,000 plus a winch for an additional \$500.
7. Consider approving the request to award the quote to Midwest Refrigeration for two new condensers for \$50,354 plus tax and the glycol pump for \$4,562.
8. Consider approving the request to award the quote to H&S Construction for the repair of manholes and catch basins to include associated curbing and panel replacement up to \$30,000.
9. Consider approving the request to award the quote to Northwest Asphalt & Maintenance for \$.42/LF for approximately \$21,500.
10. Consider approving the request to award the quote to Minn-Dak Asphalt Inc. for the mill and asphalt overlay Bygland Road/Coulee repair for \$52,940.
11. Consider approving the temporary liquor license application for the Eagles Club #350, for Catfish

Days on July 27, 28, and 29, 2012.

12. Consider approving the following “On Sale Weekday & Sunday” Liquor License Applicant Renewals:
 - a. Boardwalk Bar & Grill located at 415 2nd St. NW, East Grand Forks, MN 56721.
 - b. Dacotah Aerie located at 227 10th St. NW, East Grand Forks, MN 56721.
 - c. Liberty Lanes located at 1500 5th Ave. NE, East Grand Forks, MN 56721.
 - d. Mamma Marias located at 211 DeMers Ave Ste 16, East Grand Forks, MN 56721.
 - e. Mikes Pizza located at 411 2nd St. NW, East Grand Forks, MN 56721.
 - f. VFW located at 312 DeMers Ave, East Grand Forks, MN 56721.

13. Consider approving the following “On Sale Weekday & Sunday” Liquor License Applicant:
 - a. Timothy Bjerk, Inc dba Whitey’s located at 121 DeMers Ave, East Grand Forks, MN 56721.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO APPROVE CONSENT MOTIONS NUMBER FOUR (4) THROUGH THIRTEEN (13) AS SUBMITTED WITH AMENDMENT TO NUMBER 9 (9).

Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.

Voting Nay: None.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

14. Regular meeting minutes of the Water, Light, Power and Building Commission for April 19, 2012.
15. Regular meeting minutes of the Water, Light, Power and Building Commission for May 3, 2012.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS: NONE.

CLAIMS:

16. Consider adopting Resolution No. 12-06-58 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 12902 for a total of \$2700.06 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER VONASEK, TO ADOPT RESOLUTION NO. 12-06-58 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 12902 FOR A TOTAL OF \$2700.06 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Pokrzywinski, DeMers, Vonasek, Tweten, Gregoire, and Leigh.

Voting Nay: None.
Abstain: Buckalew.

17. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-TREASURER TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.

Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.
Voting Nay: None.

COUNCIL/STAFF REPORTS:

Council Member DeMers announced that he will not be seeking re-election.

Council Member Tweten informed City Council that painters will be painting the light poles along DeMers Ave and he suggested that they paint the poles in the parking lots as well.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE JUNE 5, 2012 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:11 P.M.

Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.
Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED
MINUTES OF THE
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, JUNE 12, 2012 – 5:00 PM**

CALL TO ORDER

The Work Session of the East Grand Forks City Council for June 12, 2012 was called to order by Craig Buckalew, Council President at 5:00 P.M.

CALL OF ROLL

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice-President Wayne Gregoire, Council Members Marc DeMers, Ron Vonasek, Henry Tweten, Mike Pokrzywinski, and Greg Leigh (5:02).

STAFF PRESENT:

Bonnie Abel, Customer Service Manager; Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Dan Boyce, W&L Manager; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; and Jim Richter, EDHA Director.

DETERMINATION OF A QUORUM

1. Council on Local Results and Innovation – Scott Huizenga

Mr. Huizenga stated that in 2011 the City of East Grand Forks adopted the ten model benchmarks for cities via resolution. The City also conducted a survey on city services. For 2012, the City can continue to participate in the program by adopting the ten model benchmarks, reporting the results of the previous survey, and agree to implement output and outcome measures. Mr. Huizenga stated that if the City chooses to participate, the City can receive \$.14 per city resident in additional Local Government Aid. City Council agreed to continue and this item will be referred to City Council for action.

2. MN Business Development Capital Projects Grant Program – Scott Huizenga

Mr. Huizenga announced that the State of Minnesota left unallocated \$47.5 million in the 2012 bonding bill. He stated that these funds are subject to a competitive grant process to be administered by the Department of Employment and Economic Development (DEED). Mr. Huizenga stated that applications are due June 26. He stated that the most obvious project that the City has in its queue is the waste water treatment.

Council Member Leigh stated that he voted no on the Interconnect project because he does not want to be locked in and would like to see something in writing saying that the City needs to do something on the ponds. Council Member Pokrzywinski stated that this is a divided council on this project and feels it may be premature to ask for funding. Council Member Tweten informed City Council that he is against joining Grand Forks and if we do, we have no control. Mayor Stauss stated that he had vetoed this project based on missing information and he feels that the City does need to proceed to get grant money when it is available. Council Member DeMers feels that the City should move forward.

3. W&L Commission Update – Council Member Tweten

Council Member Tweten, Mr. Boyce, and Ms Abel gave a brief update on the Water and Light Commission. Ms Abel discussed the new Commercial New Construction Lighting Rebate. Mr. Boyce discussed the substation improvements.

4. Other

Mayor Stauss discussed the dedication of the Joan Kroc Parkway since she did so much for this community. Council Member DeMers thought the City Council had already voted on this issue.

ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADJOURN THE JUNE 12, 2012 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:04 P.M.

Voting Aye: DeMers, Vonasek, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.

Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer

RESOLUTION NO. 12 - 06 - 59

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

WHEREAS, the Legislature created the Council on Local Results and Innovation; and

WHEREAS, the Council released a standard set of ten performance measures for cities;

WHEREAS, the City of East Grand Forks opted to participate in the new standards measure program in 2011 via Resolution No. 11-06-51;

WHEREAS, the City of East Grand Forks via participation in the standards measure is eligible for a reimbursement in LGA, and exemption from levy limits, if applicable;

WHEREAS, the City conducted a citizen survey as part of the standards measure program in 2011 and reported the results to the City Council;

WHEREAS, the City of East Grand Forks supports the implementation of performance measures and benchmarks as a best practice in the City’s budget and planning process; and

WHEREAS, the City of East Grand Forks is in the process of implementing a performance management system including outcome goals, output measures, and outcomes measures.

BE IT RESOLVED that the City of East Grand Forks City Council reaffirms its adoption of 10 performance benchmarks developed by the Council;

BE IT FURTHER RESOLVED by the City Council of the City of East Grand Forks, Minnesota that elects to participate in the standard measures program for 2012 and will file a report with the Office of the State Auditor by July 1, 2012;

BE IT FURTHER RESOLVED that the City will conduct another survey in 2012 and will report the results by July 1, 2013 to the Office of the State Auditor.

Voting Aye: .

Voting Nay: .

The President declared the resolution passed.

Passed: June 19, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th day of June, 2012.

Mayor

Request for Council Action

Date: June 6, 2012

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

Cc: File

From: Scott Huizenga, City Administrator

Re: Council on Local Results and Innovation – 2012

The 2010 state legislature established the Council on Local Results and Innovation, which is administered by the Office of the State Auditor. That Council subsequently issued a report back to the legislature that recommended a series of uniform performance measurements and benchmarks that cities could adopt. The City Council adopted the ten model benchmarks for cities last year via Resolution 11-06-51. The City also conducted a city services survey in the fall of 2011 that were reported at a Council work session. The results of the previous survey are attached.

For 2012, the City can continue to participate in the program by once again adopting the ten model benchmarks, by reporting the results of the previous survey, and by agreeing to implement output and outcome measures. Participation is voluntary. Cities that participate can receive \$0.14 per city resident in additional Local Government Aid (LGA). For East Grand Forks, this amount is approximately \$1200. Additionally, the City would be exempt from levy limits in 2013 if the state legislature adopted levy limits. The previous levy limit legislation expired in 2010.

More importantly, the City can implement incrementally performance management through an established, simple system. The League of Minnesota Cities has been a steady resource for survey administration. Staff and Council will have to participate to a greater degree this year because the next phase requires the implementation and tracking of output measurements and outcome measurements. This is a reasonable next step for the City to continue truly tracking its performance of city services.

Recommendation:

Approve a resolution to adopt the Year 2 requirements for the Council on Local Results and Innovation Performance Benchmarking goals

Attachments:

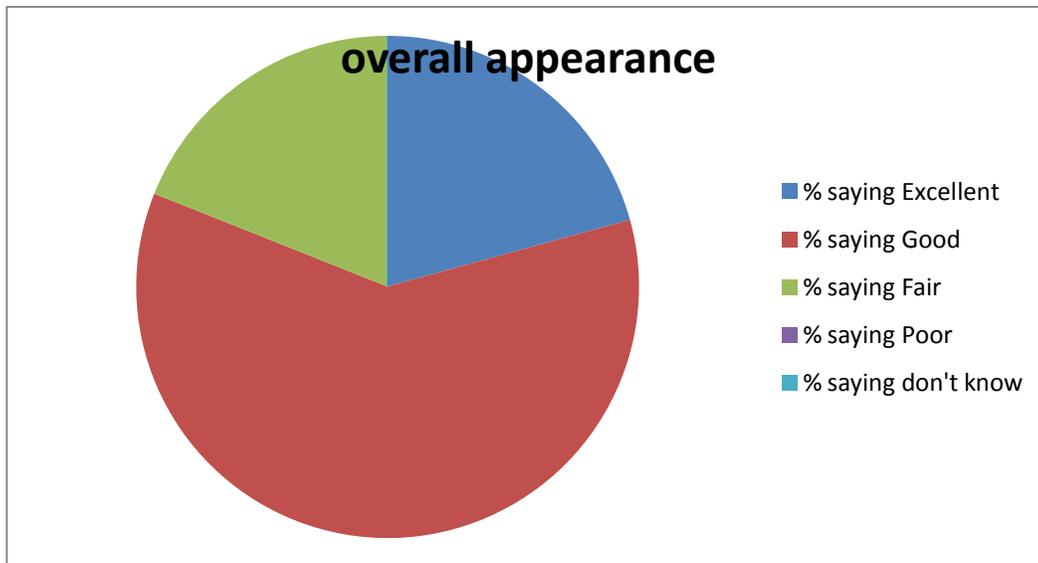
Resolution

Council on Local Results and Innovation 2011 Legislative Report

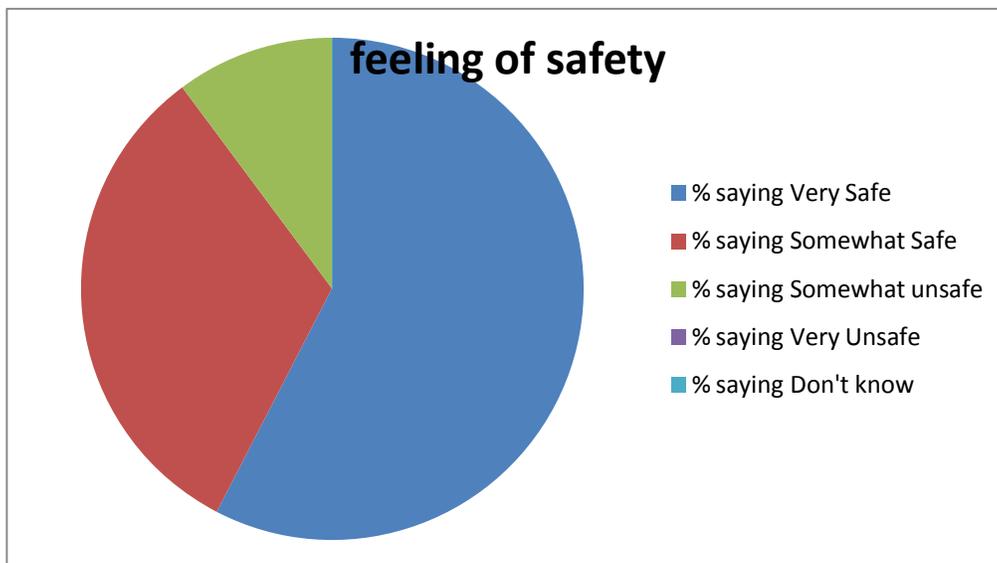
League of Minnesota Cities memo re: performance measurement program

2011 East Grand Forks survey results

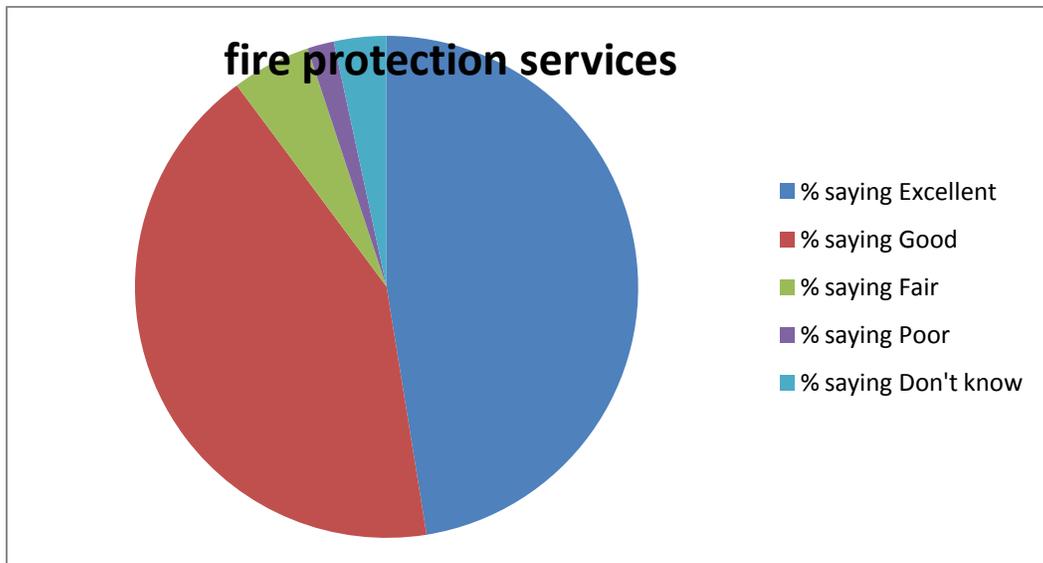
	How would you rate the overall appearance of the city?
# saying Excellent	12
# saying Good	35
# saying Fair	11
# saying Poor	0
# saying Don't know	0
Total Responses	58
% saying Excellent	21%
% saying Good	60%
% saying Fair	19%
% saying Poor	0%
% saying don't know	0%



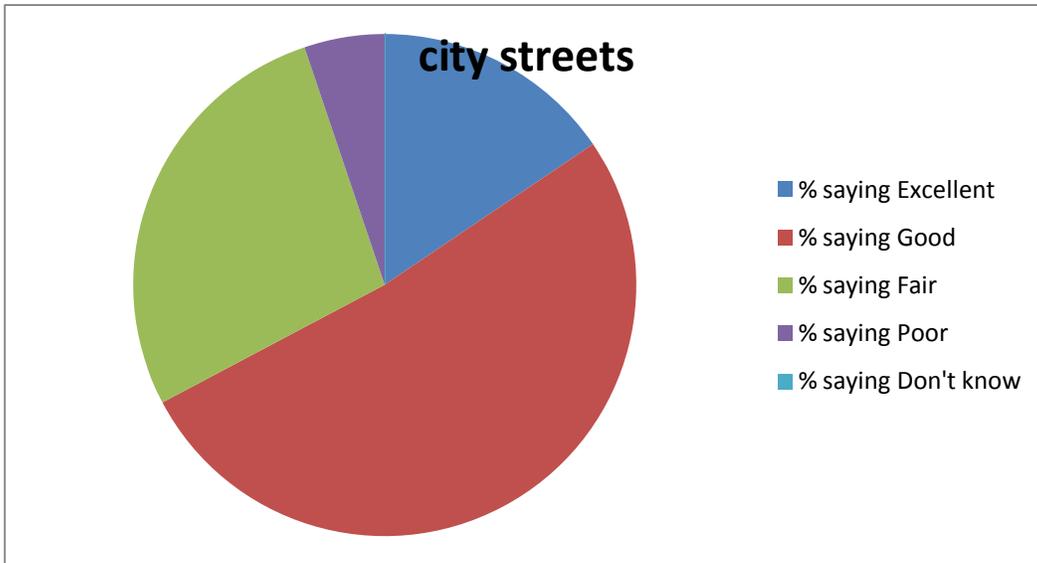
	How would you describe your overall feeling of safety in the city?
# saying Very Safe	34
# saying Somewhat Safe	19
# saying Somewhat unsafe	6
# saying Very Unsafe	0
# saying Don't know	0
Total Responses	59
% saying Very Safe	58%
% saying Somewhat Safe	32%
% saying Somewhat unsafe	10%
% saying Very Unsafe	0%
% saying Don't know	0%



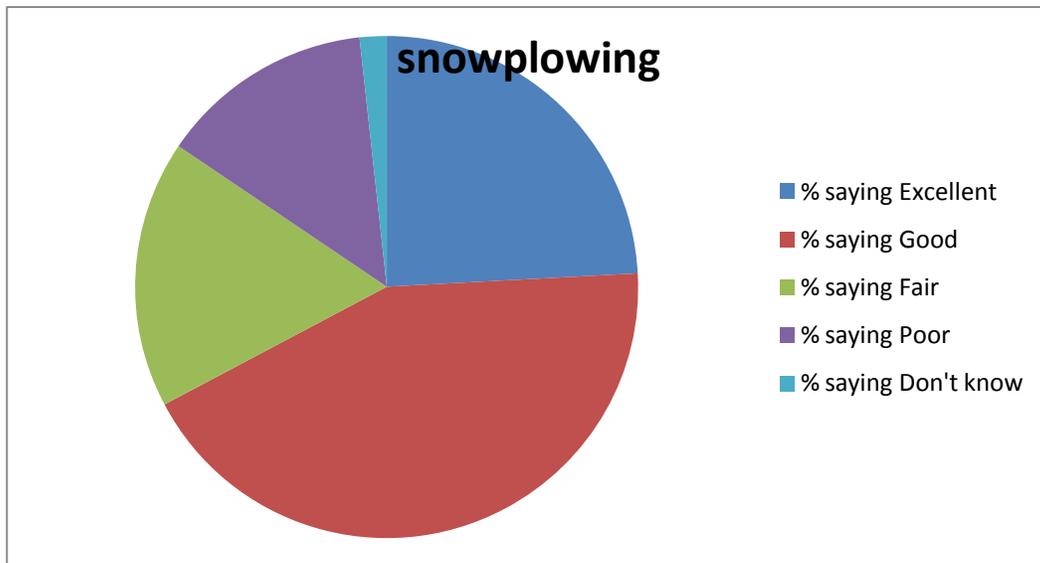
	How would you rate the overall quality of fire protection services in the city?
# saying Excellent	28
# saying Good	25
# saying Fair	3
# saying Poor	1
# saying Don't know	2
Total Responses	59
% saying Excellent	47%
% saying Good	42%
% saying Fair	5%
% saying Poor	2%
% saying Don't know	3%



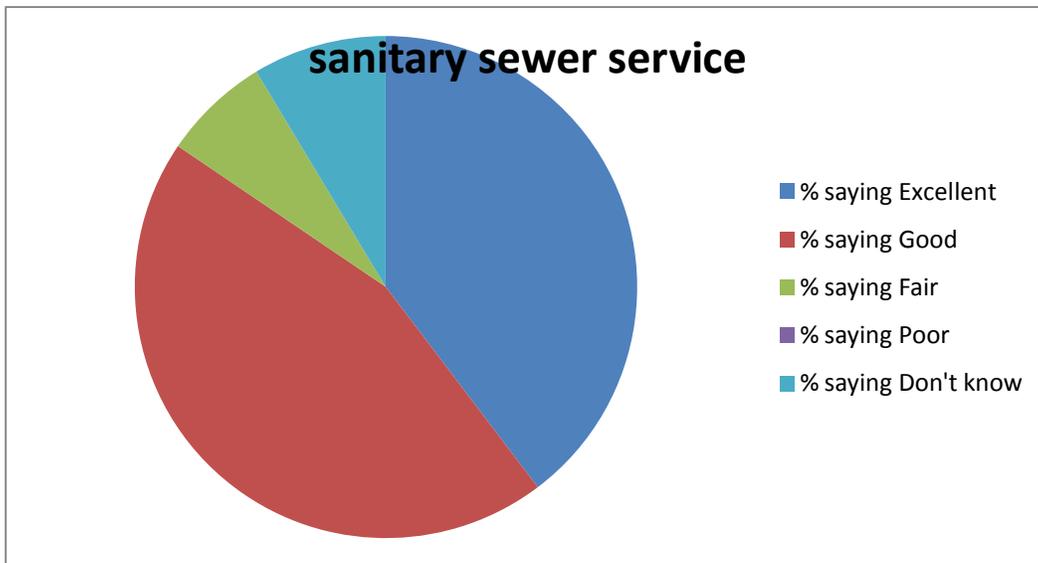
	How would you rate the overall condition of city streets?
# saying Excellent	9
# saying Good	30
# saying Fair	16
# saying Poor	3
# saying Don't know	0
Total Responses	58
% saying Excellent	16%
% saying Good	52%
% saying Fair	28%
% saying Poor	5%
% saying Don't know	0%



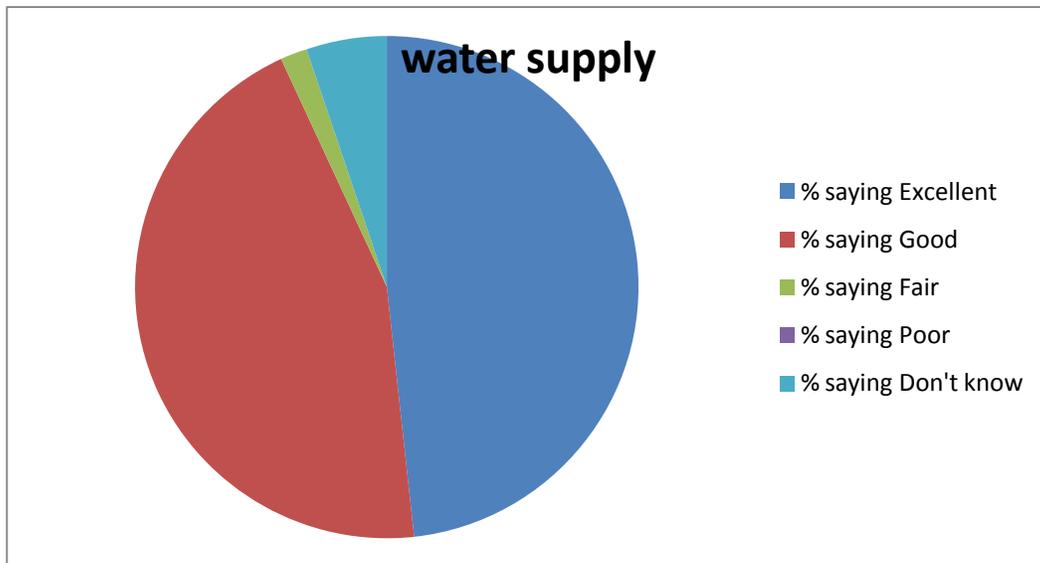
	How would you rate the overall quality of snowplowing on city streets?
# saying Excellent	14
# saying Good	25
# saying Fair	10
# saying Poor	8
# saying Don't know	1
Total Responses	58
% saying Excellent	24%
% saying Good	43%
% saying Fair	17%
% saying Poor	14%
% saying Don't know	2%



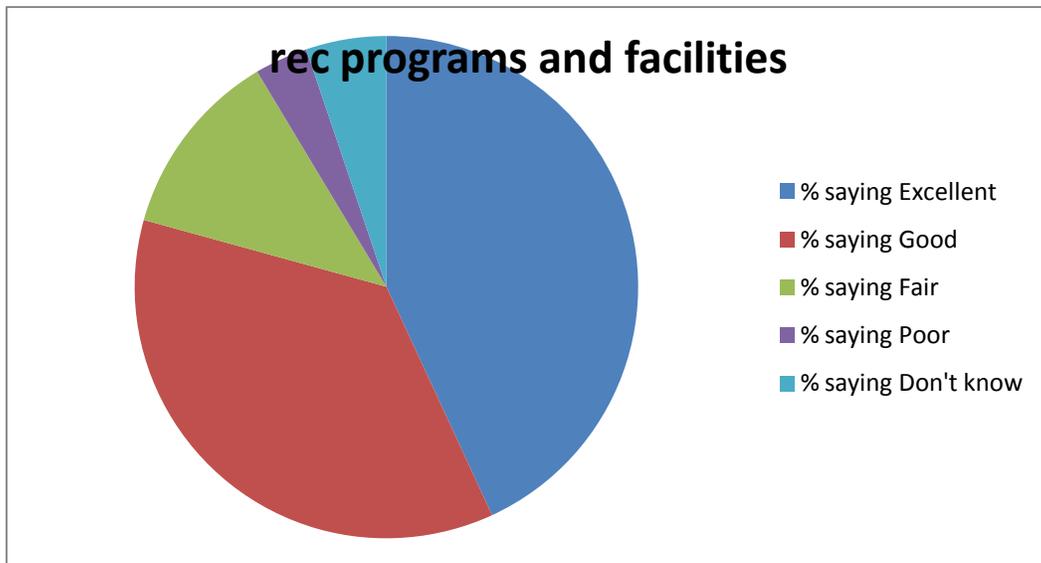
	How would you rate the dependability and overall quality of city sanitary sewer service?
# saying Excellent	23
# saying Good	26
# saying Fair	4
# saying Poor	0
# saying Don't know	5
Total Responses	58
% saying Excellent	40%
% saying Good	45%
% saying Fair	7%
% saying Poor	0%
% saying Don't know	9%



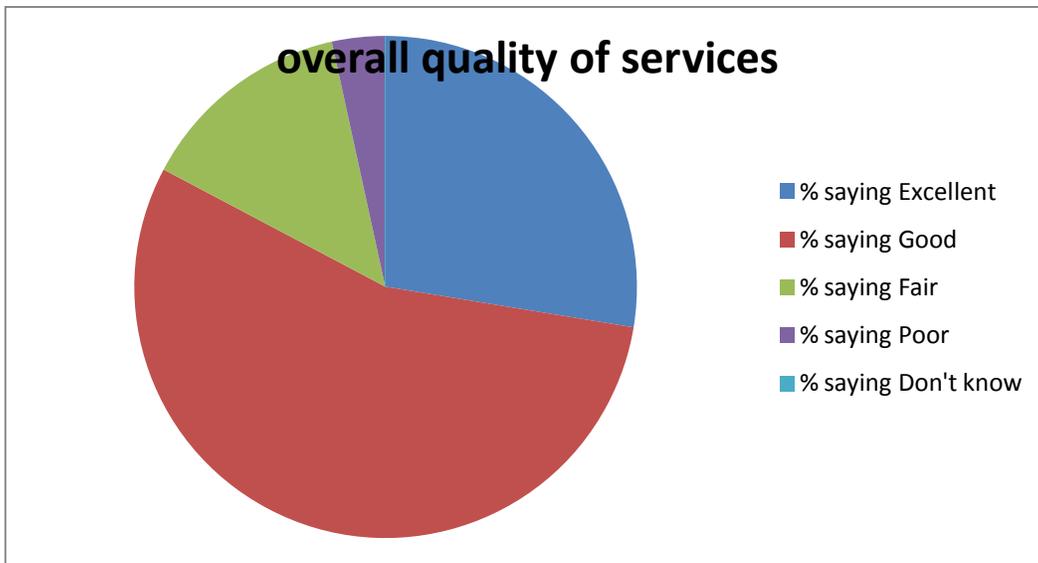
	How would you rate the dependability and overall quality of the city water supply?
# saying Excellent	28
# saying Good	26
# saying Fair	1
# saying Poor	0
# saying Don't know	3
Total Responses	58
% saying Excellent	48%
% saying Good	45%
% saying Fair	2%
% saying Poor	0%
% saying Don't know	5%



	How would you rate the overall quality of city recreational programs and facilities (e.g. parks, trails, park facilities, etc.)?
# saying Excellent	25
# saying Good	21
# saying Fair	7
# saying Poor	2
# saying Don't know	3
Total Responses	58
% saying Excellent	43%
% saying Good	36%
% saying Fair	12%
% saying Poor	3%
% saying Don't know	5%



	How would you rate the overall quality of services provided by the city?
# saying Excellent	16
# saying Good	32
# saying Fair	8
# saying Poor	2
# saying Don't know	0
Total Responses	58
% saying Excellent	28%
% saying Good	55%
% saying Fair	14%
% saying Poor	3%
% saying Don't know	0%



Comments Received

How would you rate the overall appearance of the city?

A person from the East Coast visited the Heritage Village this summer. No transportation except expensive cab is available from the train station. The web site front page lists excellent transit system. Tell me more.

Dandelions in the summer need sprayed. Sign on the north end of 220 in disrepair. Some flower beds(not city kept) need more frequent attention.

For the most part the city looks clean and well-maintained.

I believe there should be a requirement to keep up on curb appeal to every home. There is a home on the corner of 5th Ave NW by Senior High School that has a trailer in front yard for yrs. Tall brown house on corner.

I don't know if all the warehouses along Hwy 2 are used, but would be nice to fix them up some. Overall impressions coming into EGF from GF on all 3 bridges is favorable...clean and generally kept up. Don't see trash.

I LIKE THE GREENWAYS AND PARKS AND NICE TO HAVE A PLACE FOR CAMPERS .

It has a home town feel to it...Not too busy like Grand Forks.

It needs to be cleaned. I feel it gives the impression of a city that doesn't care.

Road repairs would be helpful..

The main business areas are kept up nice and parks are OK. Some parks could use more TLC as plenty of weeds and trees don't survive well. Downtown is nice but need to attract more businesses there.

the two quantsets by 2 & 220 look like crap , they need painting ,or taken down !

There are a few businesses around town that could spruce up there parking lots etc.. For example the VFW north parking lot

To many spots not mowed or maintained through out the city. one drive through downtown shows that !!!

How would you describe your overall feeling of safety in the city?

Best Police and Fire departments anywhere

Cars drive too fast, especially in school zones and they aren't patrolled adequately. All school zones should have 4-way stops on each side to keep children safe. The children are the future of this city.

faulty question, 2 somewhat safe answers

I live right by the police station, but we still had someone try to break into our backyard shed.

It seems we have an awful lot of police officers, but not many of them work the streets at night.

More crime...less cops...scary!

On October 22, 2011 at around 3:30 - 4:00 pm, I was on my way to Thief River, when I was passed by a tow truck at a very high speed(more than 40 miles per hour going north on central. After being passed and reaching county road 19(behind the Tech) I noticed that there was a police squad car turning on 19 also (ahead of me) the tow truck passed the police car on 19 at a very high speed. I thought there must be an emergency somewhere on this road. after about 3 to 4 miles out, the squad car turned around and headed back into East Grand Forks, and the tow truck was nowhere to be seen. After the curb by Omera I seen the Steward's tow truck assisting a couple with their car(he had to have been going at least 80 miles an hour to reach this point without being seen by me(if he had been going the speed limit). But it was no emergency from what I could tell. I don't think that Steward's tow service should be given the authority to speed in town and in rural area's, I feel that is being favored and above the law. When I seen this I was disgusted that the East Grand Forks Police department allow such behavior. Do you have any Idea if this tow truck would have blown a tire and caused a horrible accident with Overall the city is pretty safe and part of that is the function of where we live. With that said, our neighborhood has had to develop a sort of crime watch because several break-ins we've incurred in the area and police unable to apprehend the people responsible.

THE POLICE ARE VERY HELPFUL AND ARE THERE RIGHT AWAY WHEN YOU NEED THEM.

The police dept is doing a fantastic job!

How would you rate the overall quality of fire protection services in the city?

Slowed response due to inadequate full time manning.
Too many on duty \$\$\$\$

How would you rate the overall condition of city streets?

A few dandy potholes now and then, but they seem to get taken care of...
A few years ago, I would have rated the street "excellent." Now there are cracks and potholes on some. Assume budget constraints.

Although the streets get maintained, why don't alley ways get the same type of care. My home is next to an alley way and the city keeps raising the alley so now after the spring melt all the water flows into my yard and garage because the city has raised the alley higher than my yard. Instead of scraping it down. And also when plow goes through my alley they push the snow into my driveway instead of the other side where there is no homes. Engineering and planing could use a change. Nice to have the local businesses get the work but when they plan roads like they have on the south end with streets that dont match up? Traffic control, maybe, but on a residential street?

in some areas of the city, some house have sidewalks while others do not, this is so even from house to house on the same block. i would like to see areas where there are some sidewalks be more complete so one does not have to walk on the street in front of one house and then resume walking on the sidewalk in front of the next. this seems to be the case even in some established areas of the city.

Many street need work / handicap sidewalks at intersections.

Many streets need maintenance

Some pot holes need filled, for example the hole thats at the Cabela's street light intersection has been there for 2yrs. Streets could be cleaned more then once per year.

The Street between the Civic Center and Hugo's is in terrible shape!

THERE ARE A FEW STREETS THAT NEED FIVING

When you drive from Grand Forks to EGF it is night and day. From road maintenance to keeping the streets clear of snow/ice in the winter. GF needs to take lessons from EGF!

How would you rate the overall quality of snowplowing on city streets?

23rd Ave NW was terrible in 2010 need snow fence to the north to stop the drifting
established plow routes allow for 2/3 of the street snow on my side of the street while the other side always only gets 1/3. switch it up a bit.

I am amazed they get the streets And alleys cleared so quickly

I live in an area of town with apartment buildings and I would like to see a stronger enforcement of on-street parking, so that when the plow comes through they can clear more than just a one-car path.

I live on the Point. The city workers do a PHENOMENAL job removing snow. I tout their work to everyone who comes to visit me during the winter. No matter the amount of snow, they are always out there ensuring the roads are safe for us to drive on.

It would be better if winter parking restrictions were more strictly enforced, so the plows could do their job.

Many streets are not plowed close to the curb until weeks after a big snow fall leaving narrow and dangerous streets.

See above.

Snow plows snow into my driveway every winter and blocks me in. Why can't they angle blade to other side of my alley where there is no house.

The intersections are very rough and the streets are not plowed to the full width.

The snowplow doesn't get close enough to the curb on our street. All winter the path is always about 3 to 4 feet away from the curb. The streets get too narrow!

They do not clean close enough to the curb - they leave about 3 feet of snow, then you are parking almost into the street.

They seem to get out quick and haven't had any issues going to work in the morning.

Unfortunately, I end up shoveling my driveway TWICE...once BEFORE the plows come and once AFTER the plows come... sigh.

We live on the north end of town last to get plowed. Most storms it is impossible to get out until mid morning or early afternoon. They need to try and open up the streets early morning so people can get to work!

WISH THEY WOULD HAVE A PLOW TAKE THE SNOW OUT OF MY DRIVEWAY AFTER THE PLW GOES THRU AS MOST OF THE TIME I HAVE CLEANED MY DRIVEWAY AND THEN THE PLOW FILLS IT UP AGAIN THAT IS HARD FOR OLDER PEOPLE TO SHOVEL IT OUT AGAIN

How would you rate the dependability and overall quality of city sanitary sewer service?

...I guess I don't really know that much about it...

Live in Grand Forks

Nothing to complain about.

when i flush, it always goes down!!!

How would you rate the dependability and overall quality of the city water supply?

Again...don't know much about it...

good pressure and great taste!!!

Grand forks parks seem a lot better taken care of.

Live in Grand Forks

water cloudy at times

How would you rate the overall quality of city recreational programs and facilities (e.g. parks, trails, park facilities, etc.)?

Do not like that you are not supposed to dump your garbage at the egf dump and u have to go to GF. Especially since we have paid for it.

I feel that there is much emphasis put on the hockey programs. It would be nice to have something else to do during the winter if you're not a hockey player.

Our son was in Tball and skating and generally pleased.

Some parks need more TLC however. More weeds than grass and trees can't seem to survive. Aside from Sherlock, I wish a few more parks would have more playground equipment. I always thought the area east of the frisby golf place would be a nice park to have bands play on Saturdays with vendors and a place for people to lay out on the grass, bring their pets. Rent bike-surrey. Unfortunately that area gets flooded out quite often. Still very, very sad at the loss of the old Sherlock Park...but all of the other post-flood things are great! would like to see the activity line up out a little sooner than it normally comes out. there are a lot of things for kids to do these days and it would make it easier to decide what to put the kids in if we knew what the schedules of the PnR activities a bit sooner.

How would you rate the overall quality of services provided by the city?

Mayor's office staff are friendly and provide excellent service. Happy Holidays

great to see the new sidewalks being installed

I would like to see more police officers on the streets all day long. To have the majority of people on during the day seems like a waste of services. Spread the wealth!!

Proud to live here

There are too many "fees" - these services should be paid out of our taxes.

We like it over here and our son likes the staff at New Heights. I know it will likely never happen, but sure would nice to have another bridge over. Also would be nice to have an expanded Ortons built, so it could carry more items. But this is beyond control of the city.

City utility rates are far to high, water and light rates are far higher than surrounding communities including GF.



City Performance Measurement System: Meeting the Citizen Survey Requirement

In 2010, the Legislature created the Council on Local Results and Innovation (Council) and charged it with developing ten performance measures for cities. The legislation also directed the State Auditor to administer the [Performance Measurement Program](#) by which cities meeting the eligibility requirements would receive funding of 14 cents per capita, up to \$25,000, and be exempt from levy limits if they are in effect. One of the requirements is to report citizen survey results to the State Auditor.

League survey tool available

The League will once again manage an on-line survey that cities can use to fulfill the citizen survey requirement. The goal of doing so is to eliminate the need for each city to administer its own survey, thereby reducing costs and workload. This document is intended to provide cities with an overview of the program, details on what cities will need to do in order to participate in this collaborative survey effort and the exact services that the League will provide.

Reporting requirements

Below are all of the current reporting requirements from the Office of the State Auditor. Complete information on the requirements and how to report to the Auditor is available on the [OSA site](#).

Reporting Requirements for receiving incentive payments in 2012

- File a report with the Office of the State Auditor by **July 1, 2012**. This report will consist of: a **resolution** approved by the city council or county board declaring that:
 - The city has adopted and implemented the minimum 10 performance measures developed by the Council.
 - The city has implemented or is in the process of implementing a local performance measurement system as developed by the Council
 - The city has or will report the results of the 10 adopted measures to its residents before the end of calendar year through publication, direct mailing, posting on the entity's website, or through a public hearing at which the budget and levy will be discussed and public input allowed
 - ***The city has or will survey its residents by the end of the calendar year on the services included in the performance benchmarks.***
- The city must also report the actual **results** of the performance measures adopted by the city. (*This component is only required of entities that were certified for the program in 2011*).

Reporting Requirements for receiving incentive payments in 2013

- File a report with the Office of the State Auditor by **July 1, 2013**. This report will consist of a **resolution** approved by the city council or county board declaring that:
 - The city has adopted and implemented the minimum 10 performance measures developed by the Council.
 - The city has implemented a local performance measurement system as developed by the Council.
 - The city has or will report the results of the 10 adopted measures to its residents before the end of the calendar year through publication, direct mailing, posting on the entity's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.
 - *The city has or will survey its residents by the end of the calendar year on the services included in the performance benchmarks.*
- The city must also report the actual **results** of the performance measures adopted by the city. (*This component is only required of entities that were certified for the program a prior year*).

Using the League's survey tool

For surveying residents in 2012, cities must indicate to the League that they want to participate in the joint survey effort **at least by November 1, 2012**. **You need to allow enough time in calendar year 2012 to complete the survey in order to meet the OSA requirements!** Email Rachel Walker at rwalker@lmc.org. League staff will need about a week to create each city's unique survey and to send out the unique URL.

The survey instrument

The League developed a brief survey instrument based on the ten city performance measures (see page 4). The survey will be an on-line survey hosted by Survey Monkey. Cities that want to offer a paper version can simply print out the survey and supply it to residents. Those cities will be responsible for the data entry work.

Cities will be able to tailor the survey within reason (e.g. adding 1-3 city specific questions). Those cities that do not have water and/or sewer service and therefore not using the water and/or sewer measurers will be able to substitute for those questions with city-specific alternatives (the attaché survey offers some alternatives).

Those cities that choose not to use the League-administered online survey can take the survey template to create their own survey and generate data necessary to meet the Auditor's reporting requirement. The legislation did not spell out any requirements for the survey element.

Ideas for Cities

Cities can survey residents in a variety of ways

Add the performance measures questions to an existing annual survey that you do. **Put a mail survey in your utility bill mailing.** Feature a survey on your city website.

Administering the survey

Each participating city will receive a unique URL or link to its survey from the League. The city will distribute that link to its residents. The League will not be able to do any distribution of the link to residents nor any promoting of the survey to residents.

Ideas for Cities

Cities can share the survey link with residents in a variety of ways:

The city website, city newsletter, utility bill inserts (*****cities that got the best response rates in 2011 used the bill insert approach***), email alerts, social media (e.g. Facebook), fliers at community events, etc.

Each city will inform the League of when it wants to survey residents. The League will activate the Survey Monkey survey for each city only for the period of time indicated by the city.

Survey data

Shortly after the data collection period is complete, the League will send each city a Microsoft Excel file with all of the data. That spreadsheet will include basic tallies of responses to each question. The League will not be able to complete any analysis of the data nor report the data automatically to the State Auditor. Cities will be responsible for meeting the requirements of the Performance Measurement Program related to sharing the survey results with the public and reporting the results to the Auditor. The spreadsheet data that you will receive from LMC will be easily extracted from Excel for reporting to the Auditor.

For questions or to indicate your city's participation, please contact:

Rachel Walker, Manager of Policy Analysis

rwalker@lmc.org

651-281-1236

SURVEY INSTRUMENT
Performance Measurement Program
Citizen Survey

1. In which city do you live?
2. Indicate the number of years you have lived in this city: _____years
3. Please enter your email address. This will not be shared with the city. It is used to ensure only one response per person. If you do not have email simply type “no email.”
4. How would you rate the overall **appearance** of the city?
 - a. Excellent
 - b. Good
 - c. Fair
 - d. Poor
 - e. Don't know
5. How would you describe your overall **feeling of safety** in the city?
 - a. Very safe
 - b. Somewhat safe
 - c. Somewhat unsafe
 - d. Very unsafe
 - e. Don't know
6. How would you rate the overall **quality of fire protection services** in the city?
 - a. Excellent
 - b. Good
 - c. Fair
 - d. Poor
 - e. Don't know
7. How would you rate the overall **condition of city streets**?
 - a. Excellent
 - b. Good
 - c. Fair
 - d. Poor
 - e. Don't know
8. How would you rate the overall **quality of snowplowing on city streets**?
 - a. Excellent
 - b. Good
 - c. Fair
 - d. Poor
 - e. Don't know

9. How would you rate the **dependability and overall quality of city sanitary sewer service**?
[would be replaced with city-specific alternate for cities without sewer service]
 - a. Excellent
 - b. Good
 - c. Fair
 - d. Poor
 - e. Don't know

10. How would you rate the **dependability and overall quality of the city water supply**?
[would be replaced with city-specific alternate for cities without sewer service]
 - a. Excellent
 - b. Good
 - c. Fair
 - d. Poor
 - e. Don't know

11. How would you rate the overall **quality of city recreational programs and facilities** (e.g. parks, trails, park facilities, etc.)
 - a. Excellent
 - b. Good
 - c. Fair
 - d. Poor
 - e. Don't know

12. How would you rate the overall **quality of services** provided by the city?
 - a. Excellent
 - b. Good
 - c. Fair
 - d. Poor
 - e. Don't know

A comment box can follow each question or there can be one comment box at the very end of the survey.

Sample alternates for cities that don't have water or sewer (or create your own as long as they are similar in structure to these):

- How would you rate the library services in your city?
- How would you rate the emergency medical services in your city (e.g. ER, paramedic services)?
- How would you rate the quality of environmental services in your city (e.g. solid waste, garbage collection, recycling)?
- How would you rate the fiscal management and health of your city?
- How would you rate the quality of the transit services in your city (e.g. busses, dial-a-ride)?
- How would you rate the quality of licensing, permitting and building inspection services in your city?
- How would you rate the quality of code enforcement services in your city (e.g. zoning, property maintenance)?

The Council on Local Results and Innovation 2011
Legislative Report

February 14, 2011

February 14, 2011

To the Property and Local Sales Tax Division of the House of Representatives, Taxes Committee and the Taxes Division on Property Taxes of the Senate Tax Committee,

Per the requirements of 2010 Minnesota Laws Chapter 389, Article 2, Sections 1 and 2, the Council on Local Results and Innovation is submitting its recommended "... standard set of approximately ten performance measures for counties and ten performance measures for cities that will aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties and cities in providing services, and measure residents' opinion of those services." The recommended model performance measures are attached. Local government and public feedback was solicited on the proposed benchmarks.

The members of the Council include:

- Patricia Coldwell, Association of Minnesota Counties
- John Gunyou, City of Minnetonka
- Mark Hintermeyer, City of Moorhead
- Jay Kiedrowski, Humphrey School, University of Minnesota
- Katie Nerem, Blue Earth County
- Rebecca Otto, Minnesota State Auditor
- Jay Stroebel, City of Minneapolis
- Matt Stemwedel, City of Woodbury
- Wendy Underwood, City of St. Paul
- Tim Walsh, Scott County
- Ben Woessner, City of Pelican Rapids

The Council received no funding to conduct their work. Meeting minutes were taken by volunteers, and the Office of the State Auditor posted all meeting materials and meeting dates on the Office of the State Auditor website. All meetings were open to the public.

The Council sees value in having all counties and cities in Minnesota develop performance measures that they use to manage their jurisdictions and having results of those performance measures shared with citizens and property tax payers. Our recommended performance measures should be considered examples to assist counties and cities in developing their own performance measures. The Council was concerned about the misuse of these performance measures by the legislature or others in the appropriation of funds or for comparisons among counties and cities. The general performance measures recommended are simply inadequate for those purposes.

The Council on Local Results and Innovation is proceeding to meet the additional requirements of the statute, which is to "develop recommended minimum standards for comprehensive

performance measurement systems by February 15, 2012.” We interpret “performance measurement system” to mean more broadly a performance management system that uses performance measures to manage counties and cities.

Representatives of the Council would welcome the opportunity to discuss the Council’s work, our recommended model performance measures, and our concerns about the use of these measures.

Sincerely,

Jay Kiedrowski, Chair

Minnesota Council on Local Results and Innovation

Cc: House Speaker, House Minority Leader, Senate Majority Leader, and Senate Minority Leader

Attached: Model Performance Measures for Counties, Model Performance Measures for Cities

Model Performance Measures for Counties

The following are the recommended model measures of performance outcomes for counties, with alternatives provided in some cases. Key output measures are also suggested for consideration by local county officials.

Public Safety:

1. Part I and II crime rates (*Submit data as reported by the Minnesota Bureau of Criminal Apprehension. Part I crimes include murder, rape, aggravated assault, burglary, larceny, motor vehicle theft, and arson. Part II crimes include other assaults, forgery/counterfeiting, embezzlement, stolen property, vandalism, weapons, prostitution, other sex offenses, narcotics, gambling, family/children crime, D.U.I., liquor laws, disorderly conduct, and other offenses.*)

OR

Citizen's rating of safety in their county. (*Citizen Survey: very safe, somewhat safe, neither safe nor unsafe, somewhat safe, very unsafe*)

Output Measure:

Deputy Response Time (*Time it takes on top-priority calls from dispatch to the first officer on scene.*)

Probation/Corrections:

2. Percent of adult offenders with a new felony conviction within 3 years of discharge

Public Works:

3. Hours to plow complete system during a snow event
4. Average county pavement condition rating

OR

Citizen's rating of the road conditions in their county. (*Citizen Survey: good condition, mostly good condition, many bad spots*)

(Under legislation passed in 2009 (Minn. Stat. § 402A.15), counties are engaged with the Department of Human Services and community organizations in a three-year process to develop comprehensive performance measures across all areas of human services, for which all counties will be held accountable. The following measures here are intended to serve as 'placeholders', not to replace the more comprehensive measures scheduled to be completed by December 2012.)

Public Health:

5. Life Expectancy generally and by sex and race

OR

Behavioral Risk Factor Surveillance system rating (Citizen Survey: excellent, very good, good, fair, or poor)

Social Services:

6. Workforce participation rate among MFIP and DWP recipients
7. Percentage of children where there is a recurrence of maltreatment within 12 months following an intervention

Taxation:

8. Level of assessment ratio (*If the median ratio falls between 90% and 105%, the level of assessment is determined to be acceptable.*)

Elections:

9. Accuracy of post-election audit (*Percentage of ballots counted accurately.*)

Veterans' Services:

Output Measure:

Percent of veterans surveyed who said their questions were answered when seeking benefit information from their County Veterans' Office

Parks:

10. Citizens' rating of the quality of county parks, recreational programs, and/or facilities. (*Citizen survey: excellent, good, fair, poor*)

Library:

11. Number of annual visits per 1,000 residents

Model Performance Measures for Cities

The following are the recommended model measures of performance outcomes for cities, with alternatives provided in some cases. Key output measures are also suggested for consideration by local city officials.

General:

1. Rating of the overall quality of services provided by your city (*Citizen Survey: excellent, good, fair, poor*)
2. Percent change in the taxable property market value
3. Citizens' rating of the overall appearance of the city (*Citizen Survey: excellent, good, fair, poor*)

Police Services:

4. Part I and II crime rates (*Submit data as reported by the Minnesota Bureau of Criminal Apprehension. Part I crimes include murder, rape, aggravated assault, burglary, larceny, motor vehicle theft, and arson. Part II crimes include other assaults, forgery/counterfeiting, embezzlement, stolen property, vandalism, weapons, prostitution, other sex offenses, narcotics, gambling, family/children crime, D.U.I., liquor laws, disorderly conduct, and other offenses.*)

OR

Citizens' rating of safety in their community (*Citizen Survey: very safe, somewhat safe, neither safe nor unsafe, somewhat unsafe, very unsafe*)

Output Measure:

Police response time (*Time it takes on top priority calls from dispatch to the first officer on scene.*)

Fire Services:

5. Insurance industry rating of fire services (*The Insurance Service Office (ISO) issues ratings to Fire Departments throughout the country for the effectiveness of their fire protection services and equipment to protect their community. The ISO rating is a numerical grading system and is one of the primary elements used by the insurance industry to develop premium rates for residential and commercial businesses. ISO analyzes data using a Fire Suppression Rating Schedule (FSRS) and then assigns a Public Protection Classification from 1 to 10. Class 1 generally represents superior property fire protection and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.*)

OR

Citizens' rating of the quality of fire protection services (*Citizen Survey: excellent, good, fair, poor*)

Output Measure:

Fire response time (*Time it takes from dispatch to apparatus on scene for calls that are dispatched as a possible fire*).

Emergency Medical Services (EMS) response time (if applicable) (*Time it takes from dispatch to arrival of EMS*)

Streets:

6. Average city street pavement condition rating (*Provide average rating and the rating system program/type. Example: 70 rating on the Pavement Condition Index (PCI)*)

OR

Citizens' rating of the road condition in their city (*Citizen Survey: good condition, mostly good condition, many bad spots*)

7. Citizens' rating the quality of snowplowing on city streets (*Citizen Survey: excellent, good, fair, poor*)

Water:

8. Citizens' rating of the dependability and quality of city water supply (centrally-provided system) (*Citizen Survey: excellent, good, fair, poor*)

Output Measure:

Operating cost per 1,000,000 gallons of water pumped/produced (centrally-provided system) (*Actual operating expense for water utility / (total gallons pumped/1,000,000)*)

Sanitary Sewer:

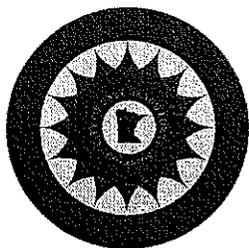
9. Citizens' rating of the dependability and quality of city sanitary sewer service (centrally provided system) (*Citizen Survey: excellent, good, fair, poor*)

Output Measure:

Number of sewer blockages on city system per 100 connections (centrally provided system) (*Number of sewer blockages on city system reported by sewer utility / (population/100)*)

Parks and Recreation:

10. Citizens' rating of the quality of city recreational programs and facilities (parks, trails, park buildings) (*Citizen Survey: excellent, good, fair, poor*)



City of East Grand Forks

600 DeMers Ave · P.O. Box 373 · East Grand Forks, MN 56721
218-773-2483 · 218-773-9728 fax www.eastgrandforks.net

APPLICATION FOR FIREWORKS/PYROTECHNIC SPECIAL EFFECTS PERMIT

License Fee: \$50

Applicant Information (Sponsoring Organization)	
<u>Grand Forks Sertoma Club</u>	
<i>Applicant Name</i>	<i>Phone Number</i>
<u>6200 Lake Drive</u>	<u>Grand Forks, ND 58201</u>
<i>Applicant Address</i>	<i>City State Zip</i>
<u></u>	<u></u>
<i>Federal Tax ID #</i>	<i>MN Tax ID #</i>

Authorized Agent Information	
<u>RES Specialty Pyrotechnics Inc.</u>	<u>952.873.3113</u>
<i>Authorized Agent Name</i>	<i>Phone Number</i>
<u>21595 286th St</u>	<u>Belle Plaine, MN 56011</u>
<i>Business Address</i>	<i>City State Zip</i>

Fireworks/Pyrotechnic Special Effects Information		
<u>7/4/2012, rain date 7/5</u>	<u>10:00 p.m.</u>	<u>Approx. 10:20 p.m.</u>
<i>Date of Event</i>	<i>Start Time</i>	<i>End Time</i>
<u>East Grand Forks, MN, along Red River across from Cabellas</u>		
<i>Location of Event</i>		
<u>Delivered Day of Show</u>		
<i>Manner and place of storage of fireworks/pyrotechnic special effects prior to display:</i>		
<u>Please see attachment</u>		
<i>Type & number of fireworks/pyrotechnic special effects to be discharged:</i>		

Minnesota state law requires that this display be conducted under the direct supervision of a pyrotechnic operator certified by the State Fire Marshal	
<u>Ben Raby</u>	<u>0-0839</u>
<i>Name of supervising operator:</i>	<i>Certificate No:</i>
<u>21595 286th St, Belle Plaine, MN 56011</u>	<u></u>
<i>Corporate Address</i>	<i>City State Zip</i>

City of East Grand Forks
 Application for Fireworks/Pyrotechnic Special Effects License

I understand and agree to comply with all provisions of this application and the requirements of the issuing authority, and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Jake Keohen
 Signature of Applicant (or agent)
 Jake Keohen
 Print Name

6/6/2012
 Date
 Controller
 Title

Required Attachments
<p>The following items need to be completed and/or attached in order for the application to be processed:</p> <p>* Proof of a bond or certificate of insurance in amount of at least \$ <u>5,000,000</u></p> <p>*A diagram of the ground, or facilities (for indoor displays), at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks/pyrotechnic special effects are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained. For proximate audience (e.g. indoor) displays, the diagram must also show the fallout radius for each pyrotechnic device used during the display.</p> <p>*Names and ages of all assistants that will be participating in the display.</p>

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: _____

Signature of fire chief/county sheriff: _____

Date: _____

Signature of issuing authority: _____

Date: _____

Internal Use Only
<p>The following items need to be completed and/or attached in order for the application to be processed:</p> <p>*Application fee paid in full: <input type="checkbox"/> yes <input type="checkbox"/> no Payment Type: <input type="checkbox"/> cash <input type="checkbox"/> check # _____ Receipt # _____</p> <p>*Application completed in full and signed with required attachments: <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>*Fire Chief: <input type="checkbox"/> approved <input type="checkbox"/> denied</p> <p>Notes: _____</p> <p>Fire Chief Signature: _____ Date: _____</p> <p>*Approved <input type="checkbox"/> yes <input type="checkbox"/> no License Number _____</p>

City of East Grand Forks
Application for Fireworks/Pyrotechnic Special Effects License

Proof of Workers' Compensation Insurance Coverage

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: MN WC Assigned Risk Plan
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: MNAR0000002124

Dates of Coverage: 11/9/2011 - 11/9/2012

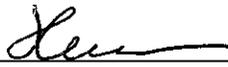
(Or)

I am not required to have workers' compensation liability coverage because:

I have no employees covered by the law.

Other (specify)

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.



Signature

Grand Forks Sertoma Club

July 4, 2012

Lead Technician

Ralph Revermann - License # O-0194

Assistants

DOB

Ben Revermann	7/14/1979
Douglas Revermann	4/13/1984
Kelly Revermann	5/29/1967

List of Materials

(240) – 3" shells
(171) – 4" shells
(91) – 5" shells
(65) – 6" shells

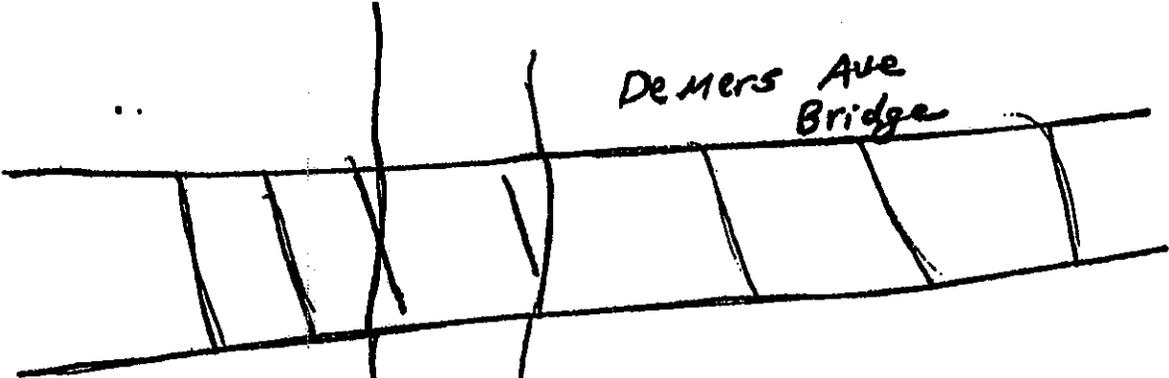
East Grand Forks, MN



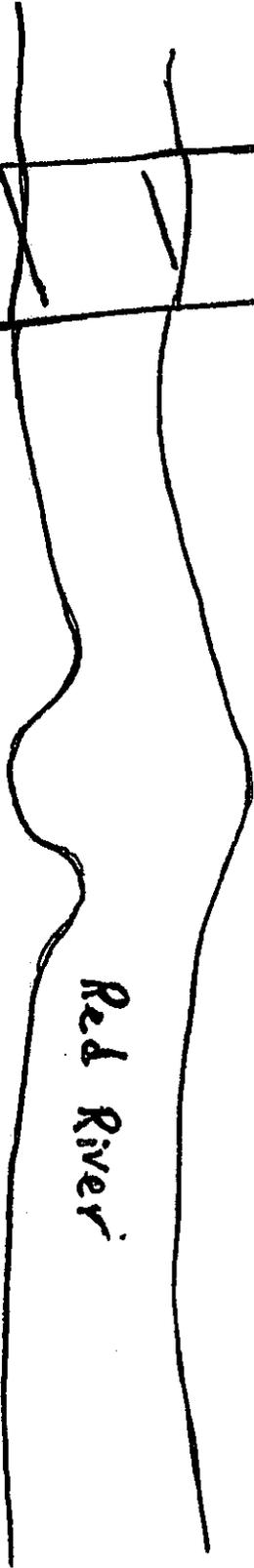
Shoof sife

Shell size max 8"

Demers Ave
Bridge



Red River



Shoof sife

Grand Forks, ND

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC.		INSURED R E S Specialty Pyrotechnics	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 06/06/2012	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Leased / Rented Vehicles/Hired Phys Damage (6mth or less)
 Policy Number: 133-732086-3
 Company: Crum & Forster Indemnity
 Effective: 4/01/12 - 4/01/2013

Coverages:
 Limit: \$50,000

Deductibles:
 Comprehensive: \$ 100
 Collision: \$1,000



East Grand Forks Fire Department

5

Randy Gust, Fire Chief & Emergency Manager

Date: May 30, 2012

To: Council Members,
Mayor,
Scott Huizenga, City Administrator

It is my intention to retire as Chief of the East Grand Forks Fire Department effective June 30th, 2012. My last work day shall be June 29th, 2012. It has been a pleasure serving the People of East Grand Forks, and surrounding area for the past 25 years.

Sincerely,


Chief Randy Gust

RESOLUTION NO. 12 – 06 - 60

6

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

WHEREAS, the State of Minnesota allocated \$47.5 million in the state bonding bill to be awarded via a competitive grant program entitled the Minnesota Business Development Capital Projects Grant Program (“program”);

WHEREAS, the Department of Employment and Economic Development (DEED) will administer the program;

WHEREAS, the local governments are eligible to apply for local infrastructure projects under the program;

WHEREAS, the City of East Grand Forks has identified waste water treatment as its highest infrastructure priority;

WHEREAS, the City of East Grand Forks adopted a waste water interconnect solution with Grand Forks, North Dakota, in its facility plan via Resolution 11-05-39;

WHEREAS, the Minnesota Pollution Control Agency (MPCA) has approved the City’s facility plan;

WHEREAS, the Minnesota Public Facilities Authority (PFA) has approved the City’s waste water treatment to be in the “fundable range” for low-interest loan funding via the Clean Water Revolving Fund;

WHEREAS, the Waste Water Interconnect project can serve as a model of intergovernmental collaboration in a recessionary period of deep public service cuts;

WHEREAS, the total estimated project costs for the wastewater interconnect project is approximately \$9.7 million;

WHEREAS, the state bonding process allows for 50 percent project grant funding, if awarded.

WHEREAS, waste water rates are project to rise by approximately \$20-25 per month per household without state bonding funds; and

BE IT RESOLVED, that the City of East Grand Forks approves an application to DEED in the amount of approximately \$4.85-5.0 million.

BE IT FURTHER RESOLVED, that the City of East Grand Forks, if awarded agrees to match the project award via a combination of local fund balance and low-interest financing.

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

The President declared the resolution passed.

Passed: June 19, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th of June, 2012.

Mayor

Request for Council Action

Date: June 8, 2012

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

Cc: File

From: Scott Huizenga, City Administrator

RE: Minnesota Business Development Capital Projects Grant Program

The State of Minnesota left unallocated \$47.5 million in the 2012 bonding bill. These funds are subject to a competitive grant process to be administered by the Department of Employment and Economic Development (DEED). The City has an opportunity to participate by submitting a capital project application. Applications are due June 26. The quick response timeline is by design to ensure that DEED awards projects that are "shovel ready."

The most obvious project that the City has in its queue is waste water treatment. The Council unanimously approved the City's facility plan including the interconnect project in May 2011 via Resolution No. 11-05-39. Therefore, the interconnect project remains the City's official proposal even though the Council did not override the Mayor's veto of Resolution No. 11-10-99 (approving the Cost of Service Analysis).

The City can consider other projects to be submitted. Any project that does not have at least a preliminary design already likely will not meet the time constraints for this round of bond funds. Typically, the state requires at least a 50 percent match for use of bonding funds.

Recommendation:

Approve a grant application to DEED in support of Capital Project Grant Funds for the Proposed Waste Water Interconnect project.

Attachment:

Minnesota Business Development Capital Projects Grant Program Request for Proposals Application Packet



Minnesota Business Development Capital Projects Grant Program Request for Proposal

Application Packet

Funding provided by 2012 Bonding Bill Appropriation

O lppguqc 'Business Development Ecr kcnRt qlgew'I t cpv'Program

BACKGROUND/PURPOSE

The Business Development Capital Projects Grant Program assists with complex and costly projects that might not occur without public financial assistance. Pursuant to Minnesota Statutes Section 116J.433, the Minnesota Department of Employment and Economic Development (DEED) has the authority to award grants to assist local governmental units with capital projects.

Information on requirements associated with general obligation bond funds for capital projects can be found in the Capital Grants Manual at: <http://www.mmb.state.mn.us/doc/bonds/grants/grants-manual.pdf>.

ELIGIBLE APPLICANTS AND PROJECTS

Eligible Applicants for the Business Development Capital Projects Grant Program are local governmental units including counties, cities, towns, special districts, public higher education institutions, or other political subdivisions or public corporations.

Eligible projects must be capital projects for acquisition or improvement of publicly owned fixed assets having a useful life of at least ten years for which state general obligation bonds may be used. Eligible costs include predesign, design, acquisition of land or buildings, construction, furnishing and equipping a new or renovated building. Projects may also include publicly owned physical infrastructure required to support an eligible project including, but not limited to, wastewater collection and treatment systems, drinking water systems, storm sewers, utility extensions, telecommunications infrastructure, streets, roads, bridges, and parking ramps.

State bond funds can only be used for eligible costs on publicly owned sites and any development must be publicly owned.

For purposes of this program, projects with total costs of less than \$1 million will not be eligible for funding. DEED will make every effort to recommend alternative sources of assistance for projects below that size.

FUND AVAILABILITY AND MATCH REQUIREMENT

General obligation bond funds from the 2012 Bonding Bill appropriation provide \$47.5 million for this program. DEED provides funds to Eligible Applicants on a competitive basis as a grant for not more than 50 percent of public capital costs on a project. Amounts granted under this program must be matched with at least an equal amount of cash contributions from non-state sources (i.e., in-kind contributions are not permitted). Evidence of matching funds must be provided. Any contribution to a project from non-state sources made before a grant award can count towards the match requirement. For purposes of this program, DEED will allow any cash contribution made since July 1, 2010 to count toward the non-state match requirement.

Please note: IRS rules do not allow bond proceeds to reimburse expenses incurred before the effective date of appropriation of May 12, 2012. A local government unit's resolution certifying an equal or greater non-state match must be included with the application. A sample resolution is attached.

APPLICATION DEADLINES

Applications for funding must be received no later than 4:30 p.m. on Tuesday, June 26, 2012. DEED reserves the right to modify or withdraw this Application at any time and is not required to reimburse an applicant for

costs incurred in the preparation or submittal of its Application. Any Applications delivered directly to DEED should be presented to DEED's reception desk on the skyway level of the First National Bank Building. Submit **two** copies of the completed Application and supporting documentation to:

Minnesota Department of Employment and Economic Development
ATTN: Emily Johnson
First National Bank Building
332 Minnesota Street, Suite E200
Saint Paul, MN 55101

APPLICATION REQUIREMENTS

Applications must include:

- A resolution from the local government unit certifying that project funds are available and committed to complete the project
- Detailed estimates and supporting evidence (e.g., sources and uses statement) of total project costs
- An assessment of the potential or likely use of the site for innovative business activities after project completion
- A project timeline, including major milestones and anticipated completion dates
- Estimated operating costs for ten years following project completion (i.e., pro forma)
- Evidence that the project is ready to start and will be completed on a timely basis (e.g., status of permits, bids specifications, etc.)

SELECTION CRITERIA

Business Development Capital Projects Grant Program applications will be evaluated on the following criteria:

- Creation of new full-time equivalent (FTE) jobs, retention of existing jobs, or improvements in the quality of existing jobs as measured by wages, skills or education associated with those jobs
- Improvement in the quality of existing jobs, based on increases in wages or improvements in the job duties, training, or education associated with those jobs
- Increase in local tax base, based on demonstrated measurable outcomes
- Demonstration that investment of public dollars will induce private investment
- Whether the project provides necessary repair or replacement of existing capital assets
- Whether the project reduces operating expenses of or increases revenue from existing capital assets, thereby offsetting some or all project costs
- Whether the project provides health or safety benefits
- Number of residents served by or who will benefit from the project
- Demonstration of local support
- Capacity of the project to attract out of state revenue
- Strong impact in return on investment and cost benefit ratio

The criteria above are not listed in rank order of priority. DEED may weigh each factor, depending upon the facts and circumstances, as it considers appropriate and will rank all applications received. In prioritizing projects, an appropriate balance will be made between the metropolitan area and greater Minnesota.

DEED DISBURSEMENT REQUIREMENTS

Eligible Applicants can request funds for up to 50% of incurred eligible capital costs. *A non-state match at least equal to the state funding is required.* Documentation (including invoices and canceled checks) for all incurred costs will be required with each pay request.

TIME TABLE FOR COMPLETION OF PROJECTS

Projects should be completed within three (3) years of execution of the funding agreement, unless an extension is requested by the awarded local governmental unit in writing and approved by DEED. If the project has not proceeded in a timely manner (i.e. within six (6) months of scheduled construction start date), DEED has the authority to cancel the award.

CONTACT INFORMATION

For application assistance contact:
Emily Johnson, Senior Loan Officer
651-259-7450
Emily.A.Johnson@state.mn.us

For all other inquiries contact:
Kim Isenberg, Director
Communications, Research and Analysis
651-259-7161
Kim.Isenberg@state.mn.us

Minnesota Business Development Capital Project Grant Program

I. Applicant Information

Applicant (Public Entity): _____
Address: _____ City: _____
Project Contact: _____ Phone: _____
Email: _____ Address: _____
MN Tax ID: _____ Federal Tax ID: _____

II. Project Information

Project Name: _____
Name of site: _____ Site Address: _____
City or Township: _____ Zip Code: _____
Minnesota House District: _____ Minnesota Senate District _____
Current property owner(s): Land _____ Building: _____
When was/will property be purchased? _____ For what amount? _____
Who will develop the site? _____
Who will own the site after development? _____

III. Project Description

1. Provide a brief project description and attach a more detailed description including background of the site, nature of acquisition and/or improvement, future use information, etc. (500 character limit. "cweej "cffkkqpcn" rci gu'klpgeguact{):

***Attach a legal description and maps showing the current condition and proposed development of the site**

4. Explain how the project will attract private investment that is directly related to the project (500 character limit, attach additional pages if necessary):

***If an economic impact, cost/benefit or return on investment analysis has been conducted, please attach.**

5. Complete the following table indicating sources, uses and amounts of all funds. If there are multiple funding sources for an activity, please identify all sources for that activity:

Sources and Uses of Funds

Source of Funds (federal, state, local, private, etc.)	Amount	Use of Funds (Project Activity)	Date funds committed	Public or Private Land?	Have costs been incurred?	If yes, indicate date incurred
					<input type="checkbox"/> Yes <input type="checkbox"/> No	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	

***Attach a commitment letter for each of the above funding sources and detailed cost estimates or other supporting documentation for each activity.**

***Attach a pro forma of estimated operating costs for the project ten years following completion**

6. Will the project reduce operating expenses of or increase revenue from existing capital assets, offsetting at least a portion of project costs? Yes No

If yes, please explain (500 character limit, attach additional pages if necessary):

7. Does the project provide necessary repair or replacement of existing capital assets? Yes No
If yes, please explain (500 character limit, attach additional pages if necessary):

VI. Job Creation and Retention

For purposes of this section, one full-time equivalent job equals 2080 hours per year.

1. How many FTE construction jobs will result from this project? _____

2. Project the number of new permanent full-time equivalent (FTE) jobs created and wages after development of the site.
Total New FTE Jobs: _____ Projected average wages _____

3. Project the number of retained jobs and wages after development of the site (jobs that existed on-site or elsewhere in Minnesota prior to development).
Total Retained Jobs: _____ Projected average wages _____

4. What is the classification/industry for the new FTE jobs (i.e., industry name and 4-digit NAICS code)?:

5. Explain any improvements to the quality of existing jobs as measured by wages, skills or education associated with those jobs (500 character limit, attach additional pages if necessary):

VII. Other Public Benefits

1. What is the current appraised value of the site? _____
***Attach appraisal or assessor's valuation**

2. What is the projected value of the site after the project is complete? _____
***Attach assessor's projected valuation**

3. How will the overall local tax base be affected by the project? Explain (500 character limit, attach additional pages if necessary):

4. How many residents will be served by or benefit from the project? _____
Explain (500 character limit, attach additional pages if necessary):

5. Describe the level of local support for the project (500 character limit, attach additional pages if necessary).
***Attach letters of support, if applicable.**

6. Will the project attract revenue from outside of Minnesota? Yes No
If yes, please explain indicating numbers of visitors to the state, total visitor spending, types of visitor spending, etc. (500 character limit, attach additional pages if necessary): ***Attach supporting documentation, if applicable.**

7. Will the site be used for innovative business activities? Yes No

If yes, please explain (500 character limit, attach additional pages if necessary):

8. Does the project provide health or safety benefits (e.g., clean drinking water, contamination cleanup, building rehabilitation, traffic safety, etc.)? Yes No

If yes, please explain (500 character limit, attach additional pages if necessary):

9. Other than the benefits derived from the project itself, does the applicant anticipate other community or regional impacts (i.e., new community investment, new businesses, new jobs, additional private investment or other factors to be considered in review of this application)? Describe (500 character limit, attach additional pages if necessary):

SAMPLE LOCAL GOVERNMENT RESOLUTION BUSINESS DEVELOPMENT CAPITAL PROJECTS GRANT PROGRAM

Applicants must adopt and submit the following resolution. This resolution must be adopted prior to submission of the forms package.

BE IT RESOLVED that _____ (Applicant) act as the legal sponsor for project(s) contained in the Business Development Capital Projects Grant Program Application to be submitted on _____ and that _____ (Title of First Authorized Official) and _____ (Title of Second Authorized Official) are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of _____ (Applicant).

BE IT FURTHER RESOLVED that _____ (Applicant) has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate construction, operation, maintenance and replacement of the proposed project for its useful life.

BE IT FURTHER RESOLVED that _____ (Applicant) has not violated any federal, state, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, _____ (Applicant) may enter into an agreement with the State of Minnesota for the above-referenced project(s), and _____ (Applicant) certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that all nonstate funding is committed and available and meets or exceeds the requirement that the non-state match equal or exceed the state funding.

BE IT FURTHER RESOLVED that _____ (Applicant) certifies that it will comply with all applicable laws, regulations, and rules of General Obligation bond funds.

NOW, THEREFORE BE IT RESOLVED that _____ (Title of First Authorized Official) and _____ (Second Authorized Official), or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the _____ (City Council or County Board) of _____ (Applicant) on _____ (Date).

SIGNED:
(First Authorized Official)

(Title) (Date)

WITNESSED:
(Signature)

(Title) (Date)

SIGNED:
(Second Authorized Official)

(Title) (Date)

WITNESSED:
(Signature)

(Title) (Date)

Request for Council Action

Date: June 20, 2012

To: East Grand Forks City Council and Mayor Lynn Stauss

From: Nancy Ellis, Senior Planner

RE: Approval of Final plat for Minnesota Heights Addition and Vacation of Alley Section

BACKGROUND AND SUPPORTING DOCUMENTATION OF REQUEST:

The City of East Grand Forks is asking for your approval of the final plat for the Minnesota Heights Addition being the replat of Lots 5-12 and 13-18, Block 1, Budge's Third Addition. The property is located on the corner of 4th St. NW and DeMers Avenue. The City is selling the land to a developer, who in turn is planning on building a mixed-use commercial and residential development on the site. The alley between Lots 7-12 and Lot 13 Block 1 Budge's Addition (portion of alley running west to east) will be vacated to accommodate the development.

PLANNING COMMISSION RECOMMENDATION

Planning Commission recommends forgoing preliminary approval and giving final approval of Minnesota Heights Addition with the following changes:

- 1) Submit a digital file to planning office.
- 2) Have Vacation Document Recording No. placed on the final plat

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: City of East Grand Forks

REQUESTED ACTION: Applicant is requesting preliminary plat approval for the Minnesota Heights Addition being the replat of Lots 5-12 and Lots 13-18 Block 1 Budge's Third Addition.

SITE ZONING/LAND USE: C-1 Downtown Commercial is the current zoning district

SURROUNDING ZONING/LAND USE:

- North: C1 zoning - DeMers Professional Building
- West: C-1 zoning - VFW and parking lot
- South: C-1 zoning - Vetter Accounting
- East: C-1 zoning, Ray Chiropractic clinic and City Hall

LOCATION: The parcels are located on the corner of 4th Street NW and DeMers Avenue. The properties are currently platted in Budge's Third Addition.

COMMENTS

This is the preliminary plat revision for the combining of Lots 5-12 and 13-18 Block 1 in Budge's Third Addition to the Minnesota Heights Addition. The property will be platted to build a mixed-use development or combination of commercial-housing development, which is not yet a permitted use within the district that the property is zoned, C-1. (The EDHA has submitted a request to amend the Ordinance to allow for this type of development.) In addition, by combining these lots a 20' alley easement must be vacated between Lots 7-12 and paralleling Lot 13 and two new 10' utility easements will be placed on the newly platted lots.

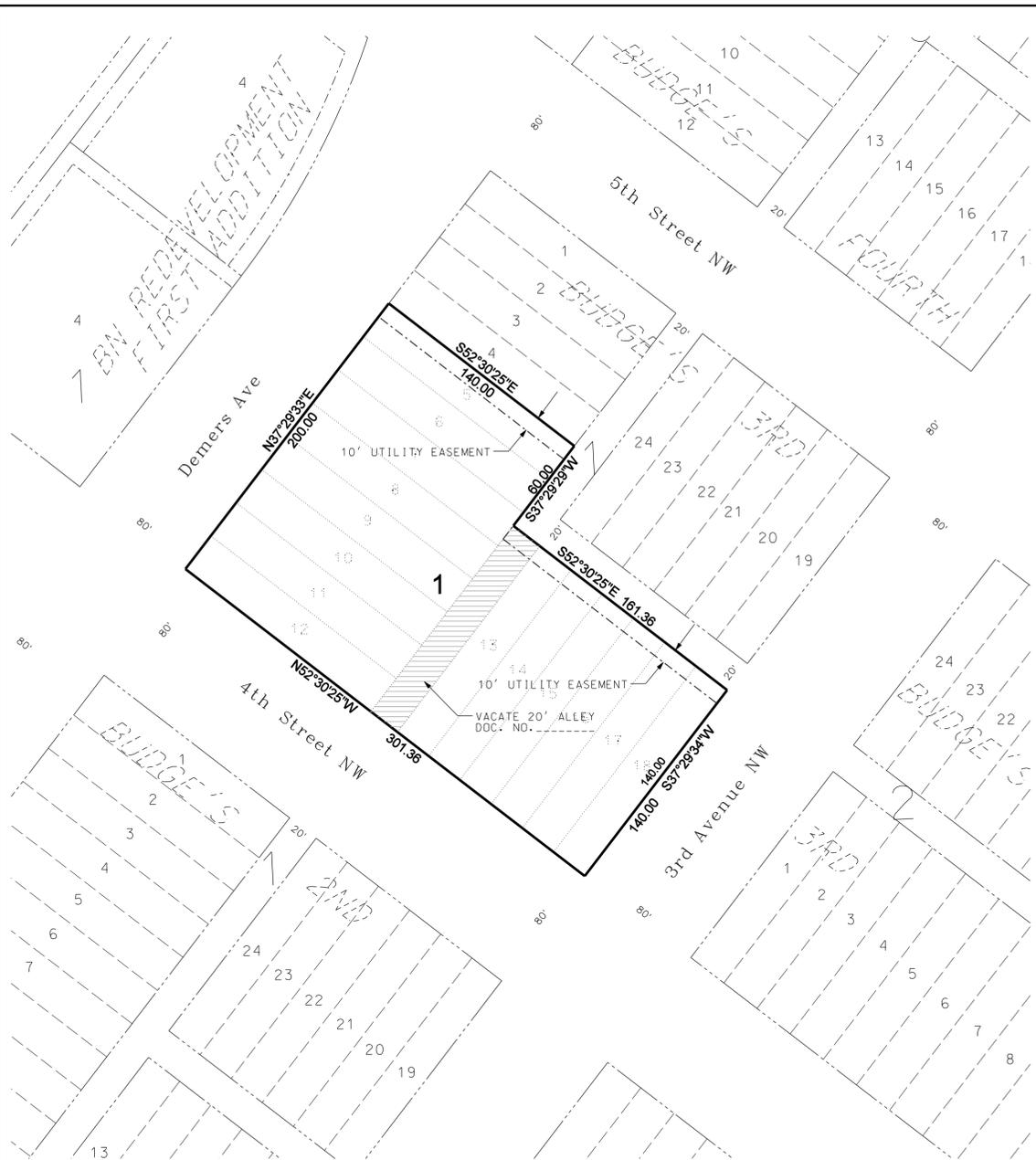
However, the existing alley that runs north and south and a portion of the alley that runs west to east (paralleling Lot 24) will remain alley right-of-way. This should not affect the houses along 5th St NW that have garages off of the north-south alley. The preliminary plat drawing is attached.

STAFF RECOMMENDATION

Staff recommends approving the Minnesota Heights Addition as a final plat with the following conditions:

- 3) Submit a digital file to planning office of final plat
- 4) Vacate portion of alley between the lots before recording of plat.

MINNESOTA HEIGHTS ADDITION to the City of East Grand Forks, Minnesota Being a Replat of Lots 5 through 12 and Lots 13 through 18, Block 1, Budges 3rd Addition



INSTRUMENT OF DEDICATION

"KNOW ALL MEN BY THESE PRESENTS": That the City of East Grand Forks, Minnesota the owners and proprietors of the following described property:

Located in Section 2, Township 151 North, Range 50 West of the 5th Principal Meridian, Polk County, Minnesota described as follows:

All bearings are grid based on the North Dakota State Plane Coordinate System - North Zone of 1983 (NAD83). All distances are ground.

Has caused the same to be surveyed and platted as "MINNESOTA HEIGHTS ADDITION" to the City of East Grand Forks, Minnesota and do hereby dedicate to the public, all of the streets and alleys, and utility easements as shown on this plat, the dimensions of which are as designated on the plat.

Lynn Stauss, Mayor

Scott M. Huizenga, City Administrator

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Lynn Stauss, Mayor of the City of East Grand Forks, Minnesota, known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County
State of _____
My Commission Expires: _____

STATE OF)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared Scott M. Huizenga, City Administrator to the City of East Grand Forks, Minnesota, known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County
State of _____
My Commission Expires: _____

SURVEYORS CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as "MINNESOTA HEIGHTS ADDITION", that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments will be correctly placed in the ground as designated, that the outside boundary lines are correctly designated on the plat and that there are no wetlands as defined in MS 505.02, Subd. 1 or public highways to be designated other than as shown.

Patrick M. Krug, Land Surveyor
Minnesota Registration No. 47922

STATE OF)
) SS
COUNTY OF)

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____ by Patrick M. Krug, Minnesota Registration No. 47922

Notary Public, _____ County
State of _____
My Commission Expires _____

CITY COUNCIL APPROVAL:

I hereby certify that the within plat of "MINNESOTA HEIGHTS ADDITION" to the City of East Grand Forks, Minnesota, was approved by Resolution of the City Council of the City of East Grand Forks, Minnesota, at a regular scheduled meeting of the City Council held on the _____ day of _____, 20____.

Scott M. Huizenga, City Administrator
City of East Grand Forks, Minnesota

CITY PLANNING COMMISSION APPROVAL:

I hereby certify that the within plat of "MINNESOTA HEIGHTS ADDITION" to the City of East Grand Forks, Minnesota, was approved by the City Planning Commission of the City of East Grand Forks, Minnesota, at a meeting of said City Planning Commission on the _____ day of _____, 20____.

City Planning Commission of the City of East Grand Forks, Minnesota
By: _____, its Secretary
Brad Bail

COUNTY TREASURER TAX STATEMENT:

I hereby certify that all taxes for 20____ on the land described herein are paid.

Polk County Treasurer, State of Minnesota

RECORDING CERTIFICATE COUNTY RECORDER CERTIFICATE DOCUMENT NUMBER

I hereby certify that this instrument was filed in the office of the Polk County Recorder for record on this _____ day of _____, 20____, at _____ o'clock _____ M, and was duly recorded in Book _____ of _____ on page _____.

Polk County Recorder, State of Minnesota

TAX STATEMENT: COUNTY AUDITOR TAX STATEMENT

No delinquent taxes due and transfer entered this _____ day of _____, 20____.

Polk County Auditor, State of Minnesota

NOTES:

(A) Iron rebar monuments 5/8" o.d. x 18" long with orange plastic cap stamped "LS 47922" will be set at (1) All angle points on the outside boundary lines, (2) At all block corners and at all intermediate points on the block lines indicating changes in direction of the lines and, (3) At all lot corners.

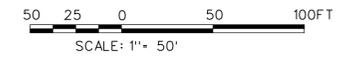
(B) The City of East Grand Forks, MN, its successors and / or assigns, shall have the right to keep all utility easements shown hereon free from hazards, structures, and other improvements which might hinder the cities ability to serve and maintain such utilities.

(C) Sidewalks are required in new developments per East Grand Forks City Code Section 151: Subdivision Ordinance : Sidewalks.

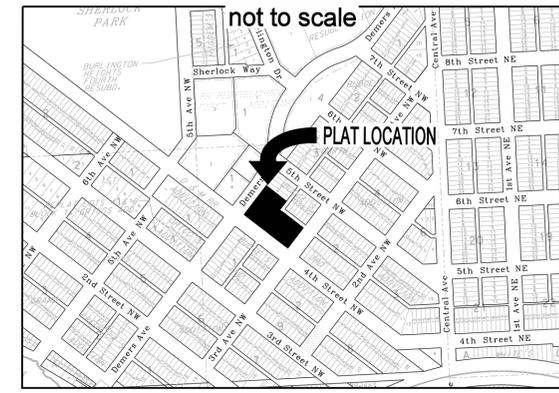
(D) All bearings are grid based on the North Dakota State Plane coordinate system - North Zone of 1983 (NAD83). All distances are ground.

LEGEND

- EASEMENT LINE
- SECTION LINE
- NEW LOT LINE
- EXISTING MONUMENT
- MONUMENT SET (THIS SURVEY)
- PLAT BOUNDARY
- EXISTING PROPERTY LINES
- EXISTING RIGHT OF WAY LINES
- CITY LIMITS
- ACCESS CONTROL
- VACATED ALLEY



VICINITY MAP not to scale



Preliminary
060412

Legal Description Alley Vacation

That part of the alley located between Lot 13 and Lots 7 through 12 in Block 1, Budes 3rd Addition to the City of East Grand Forks, Minnesota described as follows:

Beginning at the northwesterly corner of said Lot 13, Block 1, Budes 3rd Addition; thence South 37 degrees 29 minutes 35 seconds West along the northwesterly line of said Lot 13 a distance of 140.00 feet to the southwesterly corner of said Lot 13; thence northwesterly along the 4th Street Northwest right of way North 52 degrees 30 minutes 25 seconds West a distance of 20.00 feet to the southeasterly corner of Lot 12, Block 1 of said Budes 3rd Addition; thence northeasterly along the southeasterly line of Lots 7 through 12, Block 1 of said Budes 3rd Addition North 37 degrees 29 minutes 35 seconds East a distance of 140.00 feet; thence South 52 degrees 30 minutes 25 seconds East a distance of 20.00 feet to the point of beginning. Containing 2,800 square feet or 0.06 acres more or less.

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, TO AMEND TITLE XV LAND USAGE CHAPTER 10 TO ESTABLISH RULES AND REGULATIONS RELATIVE TO GROUND/STREET LEVEL RESIDENTIAL OR SENIOR HOUSING IN THE DOWNTOWN COMMERCIAL (C-1) DISTRICT; AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY OF EAST GRAND FORKS ORDAINS:

Section 1. That Chapter 152 entitled "Zoning Code shall have the following changes:

a. That in the (C-1) Downtown Commercial District Section §152.196 (U) shall be removed and the following language shall be inserted:

U. Combination of residential or senior citizens housing with Commercial uses (mixed use) provided that:

1. No less than 35% of the main/street level is a commercial use permitted in the C-1 district.
2. The Commercial use located within the building is adjacent to the front property line.

Section 2. City Code Chapter 10 entitled "General Provisions" applicable to entire city code including penalty for violation and Section 10.99 entitled "General Penalty" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. This ordinance shall take effect and be in force from and after its passage and publication and be given the Number 4 - 4th Series.

VOTING AYE: _____
 VOTING NAY: _____
 ABSENT: _____

The President declared the Ordinance passed.

ATTEST:

PASSED: _____, 2012

BY: Scott Huizenga

By: Craig Buckalew

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing Ordinance this _____ day of _____ 2012.

By: Lynn Stauss

Mayor

Request for Council Action

Date: June 20, 2012

To: East Grand Forks City Council and Mayor Lynn Stauss

Cc: File

From: Nancy Ellis, GF/EGF MPO Senior Planner

RE: Ordinance Amendment to the Downtown Commercial (C-1) District

STAFF RECOMMENDATION

Staff recommends approval of the amendment request to allow ground/street level Residential in the Downtown Commercial (C-1) District. Amendments are only adopted with 2/3 affirmative vote from the City Council.

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: EDHA and City of East Grand Forks

REQUESTED ACTION: Applicant is requesting amending text in the Zoning Code

SITE ZONING/LAND USE: Downtown Commercial (C-1) District

SURROUNDING ZONING/LAND USE: NA

1) The City of East Grand Forks and the EDHA is selling property zoned Downtown Commercial on the corner of 4th Street NW and DeMers Avenue. They have advertised an RFP asking for proposals for a mixed-use or combination of a commercial/residential development at this property location. Proposals for this piece of property have included some ground floor residential or housing, which is currently not allowed in the C-1 District. Therefore, the EDHA Board at their May 22nd EDHA meeting made a motion to ask the Planning Commission to review the current ordinance requirements for the C-1 District and consider amending the ordinance to allow for ground or street level housing/residential development

I am attaching a possible amendment to the C-1 District for you to discuss. The EDHA is asking you to consider amending and establishing new regulations allowing ground floor/street level housing in the C-1 District in both Chapter 10 - General Performance Standards of the City's Zoning Regulations and XV of the City Code.

STAFF RECOMMENDATION

The City of East Grand Forks has adopted a Land Use Plan and Downtown Plan Update that promote compact development or mixed-use development on existing lots. Sustainability Principles guide the Plans and promote this type of Growth. Examples of such goals in the Land Use Plan are:

- 4.2.2 (c) - Promote Compact Development with the community of East Grand Forks - mixed use is congruent with the idea of building up instead of building outward.
- 4.3.1(d) - Promote equitable, affordable housing by expanding location and energy-efficient housing choices for people of all ages, incomes, races, and ethnicities.
- 4.3.1(e) - Consider mixed use development to provide everyday uses to the neighborhoods.

In addition, the Downtown Plan Update recommends a commercial-residential concept on the DeMers/4th Street lot in East Grand Forks. The goals of this mixed-use project are that it creates another activity generator in the downtown area; it creates another destination commercial use; and it develops an urban style building with a mix of uses.

Staff recommends approval of the amendment request for the Downtown Commercial (C-1) District to allow for ground level/street level residential or senior housing based on the new requirements.

Request for Council Action

Date: June 19, 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 Campbell Library/Charlotte D. Helgeson

Re: Construction Management Contract Approval for Library Roof Repair

Background:

Kraus Anderson has proposed a Contract to Manage construction of the Library Roof Repair project for the amount of \$38,203 based on the construction cost of \$282,186.

Recommendation:

Authorization of Construction Management Contract with Kraus Anderson for Library Roof Repair.

Enclosures:

Construction Management Contract

DRAFT

AIA Document B801 CMA – 1992
Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is NOT a Constructor

AGREEMENT made as of the [] day of [] in the year Two Thousand Twelve
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of East Grand Forks
600 DeMers Avenue
East Grand Forks, MN 56721

and the Construction Manager:
(Name, legal status and address)

Kraus-Anderson[®] Construction Company
8625 Rendova Street NE
P.O. Box 158
Circle Pines, MN 55014

for the following Project:
(Include detailed description of Project, location, address and scope.)

Campbell East Grand Forks Library
Roof Replacement
422 4th Street NW
East Grand Forks, MN 56721

The Architect is:
(Name, legal status and address)

Braun Intertec Corporation
11001 Hampshire Avenue South
Bloomington, MN 55438

The Owner and Construction Manager agree as set forth below.

ARTICLE 1 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 1.1 CONSTRUCTION MANAGER'S SERVICES

§ 1.1.1 The Construction Manager's services consist of those services performed by the Construction Manager, Construction Manager's employees and Construction Manager's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 14.

§ 1.1.2 The Construction Manager's services shall be provided in conjunction with the services of an Architect as described in the edition of AIA Document B141/CMA, Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition, current as of the date of this Agreement.

§ 1.1.3 The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.

§ 1.1.4 The services covered by this Agreement are subject to the time limitations contained in Section 13.5.1.

ARTICLE 2 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 2.1 DEFINITION

§ 2.1.1 The Construction Manager's Basic Services consist of those described in Sections 2.2 and 2.3 and any other services identified in Article 14 as part of Basic Services.

§ 2.2 PRE-CONSTRUCTION PHASE

§ 2.2.1 The Construction Manager shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.2.3 Based on early schematic designs and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of Construction Cost for program requirements using area, volume or similar conceptual estimating techniques. The Construction Manager shall provide cost evaluations of alternative materials and systems.

§ 2.2.4 The Construction Manager shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Construction Manager shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

§ 2.2.5 The Construction Manager shall prepare and periodically update a Project Schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the preliminary project schedule relating to the performance of the Architect's services. In the Project Schedule, the Construction Manager shall coordinate and integrate the Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

§ 2.2.6 As the Architect progress with the preparation of the Schematic, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of Construction Cost of increasing detail and refinement. The estimated cost of each Contract shall be indicated with supporting detail. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Construction Cost may exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.2.7 The Construction Manager shall consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

§ 2.2.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.2.9 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 2.2.10 The Construction Manager shall advise on the division of the Project into individual Contracts for various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

§ 2.2.11 The Construction Manager shall prepare a Project construction schedule providing for the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner. The Construction Manager shall provide the current Project construction schedule for each set of bidding documents.

§ 2.2.12 The Construction Manager shall expedite and coordinate the ordering and delivery of materials requiring long lead time.

§ 2.2.13 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.2.14 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 2.2.15 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.

§ 2.2.16 Following the Owner's approval of the Construction Documents, the Construction Manager shall update and submit the latest estimate of Construction Cost and the Project construction schedule for the Architect's review and the Owner's approval.

§ 2.2.17 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 2.2.18 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct prebid conferences with prospective bidders. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 2.2.19 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 2.2.20 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 2.2.21 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. The

Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 2.3 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.3.1 The Construction Phase will commence with the award of the initial Construction Contract or purchase order and, together with the Construction Manager's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to all Contractors is due.

§ 2.3.2 The Construction Manager shall provide administration of the Contracts for Construction in cooperation with the Architect as set forth below and in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

§ 2.3.3 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents.

§ 2.3.4 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 2.3.5 Utilizing the Construction Schedules provided by the Contractors, the Construction Manager shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 2.3.6 Consistent with the various bidding documents, and utilizing information from the Contractors, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 2.3.7 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 2.3.8 The Construction Manager shall monitor the approved estimate of Construction Cost. The Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

§ 2.3.9 The Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

§ 2.3.10 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 2.3.11 The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

§ 2.3.11.1 Based on the Construction Manager's observations and evaluations of each Contractor's Application for Payment, the Construction Manager shall review and certify the amounts due the respective Contractors.

§ 2.3.11.2 The Construction Manager shall prepare a Project Application for Payment based on the Contractors' Certificates for Payment.

§ 2.3.11.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations at the site as provided in Section 2.3.13 and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

§ 2.3.11.4 The issuance of a Certificate for Payment shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.3.12 The Construction Manager shall review the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 2.3.13 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contract Documents.

§ 2.3.14 The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project construction schedule.

§ 2.3.15 With respect to each Contractor's own Work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

§ 2.3.16 The Construction Manager shall transmit to the Architect requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.

§ 2.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

§ 2.3.18 The Construction Manager shall assist the Architect in the review, evaluation and documentation of Claims.

§ 2.3.19 The Construction Manager shall receive certificates of insurance from the Contractors and forward them to the Owner with a copy to the Architect.

§ 2.3.20 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractors. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractors.

§ 2.3.21 The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner and Architect including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion. The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 2.3.22 The Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and upon completion of the Project shall deliver them to the Owner.

§ 2.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

§ 2.3.24 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.

§ 2.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 2.3.26 The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 2.3.27 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

§ 2.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractors. Consent shall not be unreasonably withheld.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 14, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Optional Additional Services described under Section 3.3 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.2 are required due to circumstances beyond the Construction Manager's control, the Construction Manager shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.2 are not required, the Owner shall give prompt written notice to the Construction Manager. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Construction Manager shall have no obligation to provide those services.

§ 3.2 CONTINGENT ADDITIONAL SERVICES

§ 3.2.1 Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity or the Owner's schedule.

§ 3.2.2 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.2.3 Providing services made necessary by the termination or default of the Architect or a Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of performance of either the Owner or Contractor under a Contract for Construction.

§ 3.2.4 Providing services in evaluating an extensive number of claims submitted by a Contractor or others in connection with the Work.

§ 3.2.5 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Construction Manager is party thereto.

§ 3.3 OPTIONAL ADDITIONAL SERVICES

§ 3.3.1 Providing services relative to future facilities, systems and equipment.

§ 3.3.2 Providing services to investigate existing conditions or facilities or to provide measured drawings thereof.

§ 3.3.3 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 3.3.4 Providing services required for or in connection with the Owner's selection, procurement or installation of furniture, furnishings and related equipment.

§ 3.3.5 Providing services for tenant improvements.

§ 3.3.6 Providing any other services not otherwise included in this Agreement.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

§ 4.2 The Owner shall establish and update an overall budget for the Project based on consultation with the Construction Manager and Architect, which shall include the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 If requested by the Construction Manager, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

§ 4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the Construction Manager in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 4.5 The Owner shall retain an architect whose services, duties and responsibilities are described in the edition of AIA Document B141/Cma, Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition, current as of the date of this Agreement. The Terms and Conditions of the Agreement Between the Owner and Architect shall be furnished to the Construction Manager and shall not be modified without written consent of the Construction Manager, which consent shall not be unreasonably withheld. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 4.6 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

§ 4.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner.

§ 4.8 The Owner shall furnish the Construction Manager with a sufficient quantity of Construction Documents.

§ 4.9 The services, information and reports required by Sections 4.5 through 4.8 shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 Prompt written notice shall be given by the Owner to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

§ 4.11 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 4.12 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Construction Manager's services and the progress of the Work.

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractors' overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Except as provided in Section 5.1.3, Construction Cost shall also include the compensation of the Construction Manager and Construction Manager's consultants.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4. If any portion of the Construction Manager's compensation is based upon a percentage of Construction Cost, then

Construction Cost, for the purpose of determining such portion, shall not include the compensation of the Construction Manager or Construction Manager's consultants.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Construction Manager represent the Construction Manager's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Construction Manager shall be permitted to include contingencies for design, bidding and price escalation, and shall consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest inclusion of alternate bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of any increase in the Contract Sums occurring after execution of the Contracts for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after submittal of the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the sum of the lowest bona fide bids or negotiated proposals plus the Construction Manager's estimate of other elements of Construction Cost for the Project, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Section 9.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Construction Manager, without additional charge, shall cooperate with the Owner and Architect as necessary to bring the Construction Cost within the fixed limit, if established as a condition of this Agreement.

ARTICLE 6 CONSTRUCTION SUPPORT ACTIVITIES

§ 6.1 Construction support activities, if provided by the Construction Manager, shall be governed by separate contractual agreements unless otherwise provided in Article 14.

§ 6.2 Reimbursable expenses listed in Article 14 for construction support activities may be subject to trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment which shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

ARTICLE 7 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

§ 7.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractors is described. The Construction Manager may retain one record set. The Construction Manager shall not own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Construction Manager's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Project. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this

Project. They are not to be used by the Construction Manager on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Construction Manager is granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the performance of the Construction Manager's services under this Agreement.

All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

ARTICLE 8 ARBITRATION

§ 8.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

§ 8.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

§ 8.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Construction Manager, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 9 TERMINATION, SUSPENSION OR ABANDONMENT

§ 9.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's services.

§ 9.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Construction Manager in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Construction Manager may terminate this Agreement by giving written notice.

§ 9.4 Failure of the Owner to make payments to the Construction Manager in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

§ 9.5 If the Owner fails to make payment when due the Construction Manager for services and expenses, the Construction Manager may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Construction Manager within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are those costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Unless otherwise provided, this Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.

§ 10.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Project Certificate for Payment for acts or failures to act occurring after Substantial Completion.

§ 10.4 Waivers of Subrogation. The Owner and Construction Manager waive all rights against each other and against the Contractors, Architect, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement. The Owner and Construction Manager each shall require similar waivers from their Contractors, Architect, consultants, agents, and persons or entities awarded separate contracts administered under the Owner's own forces.

§ 10.5 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Construction Manager shall assign this Agreement without the written consent of the other.

§ 10.6 This Agreement represents the entire and integrated agreement between the Owner and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 10.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.8 Unless otherwise provided in this Agreement, the Construction Manager and the Construction Manager's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 11 INSURANCE

§ 11.1 CONSTRUCTION MANAGER'S LIABILITY INSURANCE

§ 11.1.1 The Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Construction Manager from claims set forth below which may arise out of or result from the Construction Manager's operations under this Agreement and for which the Construction Manager may be legally liable.

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the operations to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Construction Manager's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Construction Manager, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in Article 14 or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of operations under this Agreement until date of final payment and termination of any coverage required to be maintained after final payment.

ARTICLE 12 PAYMENTS TO THE CONSTRUCTION MANAGER

§ 12.1 DIRECT PERSONNEL EXPENSE

§ 12.1.1 Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

§ 12.2 REIMBURSABLE EXPENSES

§ 12.2.1 Reimbursable Expense are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and Construction Manager's employees and consultants in the interest of the Project, as identified in the following Clauses.

§ 12.2.1.1 Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

§ 12.2.1.2 Expense of reproductions, postage, express deliveries, electronic facsimile transmissions and handling of Drawings, Specifications and other documents.

§ 12.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

§ 12.2.1.4 Expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Construction Manager.

§ 12.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 12.3.1 An initial payment as set forth in Section 13.1 is the minimum payment under this Agreement.

§ 12.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 13.2.1.

§ 12.3.3 If and to the extent that the time initially established in Section 13.5.1 of this Agreement is exceeded or extended through no fault of the Construction Manager, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 13.3.1.

§ 12.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with Section 13.2.1, based on (1) the lowest bona fide bids or negotiated proposals, or (2) if no such bids or proposals are received, the latest approved estimate of such portions of the Project.

§ 12.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

§ 12.4.1 Payments on account of the Construction Manager's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Construction Manager's statement of services rendered or expenses incurred.

§ 12.5 PAYMENTS WITHHELD

§ 12.5.1 No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in Work other than those for which the Construction Manager has been found to be liable.

§ 12.6 CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

§ 12.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 13 BASIS OF COMPENSATION

The Owner shall compensate the Construction Manager as follows:

§ 13.1 AN INITIAL PAYMENT of Zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the owner's account at final payment.

§ 13.2 BASIC COMPENSATION

§ 13.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 14 as part of Basic Services, Basic Compensation shall be computed as follows:

For Pre-Construction Phase Services:

(Insert basis of compensation, including stipulated sums, multiples or percentages.)



For Construction Phase Services:

(Insert basis of compensation, including stipulated sums, multiples or percentages.)

See attached Exhibit I – Kraus-Anderson Campbell East Grand Forks – Roof Replacement, which is incorporated herein.

§ 13.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 13.3.1 FOR ADDITIONAL SERVICES OF THE CONSTRUCTION MANAGER, as described in Article 3, and any other services included in Article 14 as Additional Services, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

See attached Exhibit II – Kraus-Anderson Administration Rates, which is incorporated herein.

See attached Exhibit III – Kraus-Anderson Tools & Equipment Rates, which is incorporated herein.

§ 13.4 REIMBURSABLE EXPENSES

§ 13.4.1 FOR REIMBURSABLE EXPENSES, as described in Section 12.2, and any other items included in Article 14 as Reimbursable Expenses, a multiple of two and one-half (2.5%) times the expenses incurred by the Construction Manager and the Construction Manager's employees and consultants in the interest of the Project.

§ 13.5 ADDITIONAL PROVISIONS

§ 13.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within one (1) month of the date hereof, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as provided in Sections 12.3.3 and 13.3.1.

§ 13.5.2 Payments are due and payable Fifteen (15) days from the date of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. *(Insert rate of interest agreed upon.)*

Invoices due and unpaid under the Contract Documents shall bear interest from the date payment is due at an annual rate of interest of two percent (2.00%) over the reference rate from time to time announced by U.S. Bank Minneapolis, NA as its reference rate, with each change in interest rate hereunder to become effective on the date the corresponding change in such reference rate as announced by U.S. Bank Minneapolis, NA becomes effective.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 13.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Construction Manager.

ARTICLE 14 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

Dumpsters, Postage, UPS/Fedex, Continuous Construction Clean-up and Sanitation.

§ 14.1 LIMITS ON INSURANCE

The insurance required by Article 11 shall be written for not less than the following limits, or greater if required by law:

(Insert the specific dollar amounts for the appropriate insurance limits of liability.)

Type of insurance	Limit of liability (\$0.00)
See attached Exhibit IV – Kraus-Anderson Certificate of Insurance, which is incorporated herein.	

This Agreement entered into as of the day and year first written above.

OWNER City of East Grand Forks

**CONSTRUCTION MANAGER Kraus-Anderson®
Construction Company**

(Signature)

(Signature)

(Printed Name)

(Printed Name)



Campbell East Grand Forks Library - Roof Replacement

June 5, 2012

Construction Phase (Both Roofs)				
		Start Date:		16-Jul-12
		Finish Date:		7-Aug-12
0.7	3	16	125	
Mo.	Wks	Days	Hours	
Site Services - Personnel				
	Quantity	Unit	Unit Cost	Total
General Superintendent	12	HRS	\$90.00	\$ 1,080
Superintendent	122	HRS	\$85.00	\$ 10,370
Project Manager	55	HRS	\$90.00	\$ 4,950
Administrative Assistant	15	HRS	\$50.00	\$ 750
Accounting Department	9	HRS	\$50.00	\$ 450
Quality Control Manager	20	HRS	\$90.00	\$ 1,800
Subtotal CONSTRUCTION STAFF	233			\$ 19,400

Site Service Supplies				
Job Site Trailer and Set Up				
Superintendent Truck	1	MO	\$ 1,500.00	\$ 1,500
Office Equipment, Copies, & Phones	1	MO	\$ 1,350.00	\$ 1,350
Subsistence	3	wk	\$ 700.00	\$ 2,100
Misc. Travel & Expenses	1	MO	\$ 3,000.00	\$ 3,000
TOTAL REIMBURSABLES				\$ 7,950

CONSTRUCTION MANAGEMENT FEE	1	LS	4.00%	\$ 10,853
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Based On An Assumed Construction Cost Amount Of
 \$282,186.00)

Summary Total for Construction Management Services				
Construction Phase				\$ 19,400
Construction Management Fee				\$ 10,853
Reimbursables				\$ 7,950
TOTAL				\$ 38,203

2012 CONTRACT BILLING RATES

	Hourly Rate	Weekly Rate	Monthly Rate
Project Directors/Vice Presidents	\$130		
Senior Project Managers	\$100		
Project Managers	\$90		
Field Engineers/Asst. Project Managers	\$70		
General Superintendents	\$95		
Field Superintendents	\$85		
Safety Director	\$95		
Safety Engineer	\$70		
Project Assistant	\$40		
Accounting	\$40		

2012 TOOLS/EQUIPMENT RATES



KRAUS-ANDERSON
CONSTRUCTION COMPANY

Most Often Rented Tools

DRAFT

Tool Description	Weekly Rate
Air Compressor 185 CFM- Diesel	\$227.80
Air Compressor Twin Tank-Elec	\$80.75
Biscuit Joiner	\$27.37
Blanket-Insulated	\$39.10
Cart-Trash Cart - 1 Yard	\$46.75
Drill - Hammer Roto Hammer 1-1/4" Max	\$80.75
Drill - Hammer SDS Roto Hammer 3/8" Corded	\$53.55
Drill - Hammer SDS Roto Hammer 3/8" Cordless	\$53.55
Drill 18 Volt	\$32.30
Drill Right Angle 3/8"	\$21.25
Elec Generator 6000 watt	\$134.30
Fan-36" Round Box Fan	\$39.95
Fan-Pedestal Fan	\$57.30
Gang Box-Chest Type	\$39.95
Generator 3800 Watts	\$81.60
Glass Cup	\$15.00
Grinder - 7"	\$37.40
Grinder 4 1/2"	\$22.10
Hammer - Jack Hammer- Electric 45#	\$93.50
Heater Vented	\$121.16
Laser - Laser Line-Rotating	\$53.55
Level - Eye Level	\$67.15
Milk House Heater	\$10.00
Nailer - Air/Pneumatic- Framing	\$89.25
Nailer - Coil Roofing	\$114.75
Nailer - Gun-Ramset Fast Track	\$70.13
Planer - Electric Door	\$44.20
Pump Water - 2" Trash	\$93.50
Router	\$51.00
Sander - Belt	\$44.63
Saw - Circular 7-1/4"	\$25.50
Saw - Miter Box - 12" Sliding Compound	\$76.50
Saw - Partner- Electric	\$107.10
Saw - Partner- Gas	\$107.10
Saw - Port-a-Band	\$67.15
Saw - Sawzall Cut Saw	\$37.40
Saw - Table- 10"	\$80.75
Tamper - Plate	\$354.15
Tamper - Pogo-Jumping Jack	\$134.30
Wheelbarrow	\$14.45

Equipment Description	Weekly Rate
ATV - Kubota Utility Vehicle	\$221.00
ATV - Ranger Utility Vehicle	\$221.00
Lift - Harlow Forklift	\$670.65
Lift - Skyjack - Electric Hoist (Scissor Lift)	\$160.65
Lift - Terex 10,000#- Rough Terrain	\$1,105.00
Lift - Toyota 3500# Forklift	\$309.40
Skidloader - Bobcat, ASV, Gas/Diesel	\$552.50
Skidloader - Auger/Power Unit	\$425.00
Skidloader - Forks	\$127.50
Skidloader - Grapppler Bucket	\$340.00
Skidloader - Hydro Hammer	\$510.00
Skidloader - Sweeper w/Attachments	\$510.00
Skidloader - Steel Tracks	\$35.00
Skidloader - Sweeper - Open Attach./Contained	\$510.00
Ground Thaw - 2000 sf	\$1,100.75
Mixer - Cement Mixer, Gas - Elect.	\$212.50
Saw - Sidewalk (Walk Behind Concrete Saw)	\$160.65
Trailer - Office 8' x 36'	\$165.00
Trailer - Office 10' x 40'	\$185.00
Trailer - Office 12' x 60'	\$235.00
Carpet Puller	\$165.00
Floor Grinder	\$185.00
Grinder - Floor Vacuum	\$185.00
Sweeper - Walk Behind- Battery Powered	\$223.13
Pressure Washer - Gas	\$160.65
Superintendent Truck, Tools, Computer, Etc.	\$500.00

Consumables	Price
Ladder - Step, 6'	\$111.00
Ladder - Extension 24'	\$444.00
Ladder - Extension 32'	\$592.00
Safety - Harness, Body	\$120.00
Safety - Lanyard	\$45.00
Brooms - Push Broom, Street Broom	\$25.00
Shovels	\$35.00
Sweeping Compound	\$.45/Lb
6 mil Clear Poly	\$.06/S.F.
Reinforced Poly	\$.07 /S.F.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kraus-Anderson Insurance 420 Gateway Boulevard Burnsville MN 553372790		CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): (952) 707-8200 FAX (A/C, No): (952) 890-0535 E-MAIL ADDRESS: certificates@kainsurance.com PRODUCER CUSTOMER ID #:	
INSURED Kraus-Anderson Construction Company P.O. Box 158 Circle Pines MN 55014		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop Cas Co. of Amer INSURER B: CV Starr INSURER C: Travelers Indemnity Co of Amer INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 11-12 Certificate **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		VTJ-EXGL-5836B446-TIL-11	12/31/2011	12/31/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 0
	<input checked="" type="checkbox"/> XCU Coverage					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		VTJ-CAP-5836B330-TIL 11	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
<input type="checkbox"/> NON-OWNED AUTOS					\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		SISCCCL0169411	12/31/2011	12/31/2012	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		VTRHUB-2884B30-11-12	12/31/2011	12/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured status applies when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Clay Shelton/CARLEY

RESOLUTION NO. 12 – 06 - 61

10

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS**

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

WHEREAS, pursuant to the motion passed by the Council on April 11, 2012 Kraus Anderson (consulting engineer retained for the purpose) has prepared plans and specifications for the Library Roof Repair job.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST GRAND FORKS, MINNESOTA:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper and in Construction Bulletin an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 14 days, shall specify bids will be opened July 10, 2012 at 2:00 p.m. and will be considered for award on July 17, 2012 in the Council Chambers of the East Grand Forks City Hall Council at 5 p.m. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier’s check, bid bond or certified check payable to the City of East Grand Forks for five percent of the amount of such bid.

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

The President declared the resolution passed.

Passed: June 19, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th of June, 2012.

Mayor

Request for Council Action

Date: June 19, 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 Campbell Library/Charlotte D. Helgeson

Re: Plans/Specifications and Ordering of Advertisement for Bids
Library Roof Repair

Background:

The proposal is to file plans and specifications for 2012 Roof Repair project and Order Advertisements for Bids on June 20, 2012.

Pre-Bid Meeting: June 26, 2012 2 p.m.

Scheduled Bid Openings: July 10, 2012

Bid Recommendation to Council: July 17, 2012

Recommendation:

Authorization to file plans and specifications and order advertisement for bids.



DOCUMENT 00 1100 ADVERTISEMENT FOR BIDS

1.1 NOTICE OF REQUEST TO BID

- A. **Notice is hereby given** that sealed Prime Bid proposals will be received by Kraus-Anderson Construction Company on behalf of the Owner City of East Grand Forks at the City Clerk at 600 DeMers Avenue East Grand Forks, MN 56721 on **July 10th, 2012 at 2:00 p.m.** for the Campbell East Grand Forks Library Roof Replacement as described herein and by the Bidding Documents.
- B. **Conceptual Project Scope:** The Owner will construct Replace Two Roofs with minor Interior work for Acoustical and Gypsum Drywall as defined by the Contract Documents. Bid Scopes include: 7B Sprayed Foam Insulation, 7F Asphalt Shingles (Alt. Metal Seem Roof), and 9A Drywall, 9C Acoustical Ceiling
- C. **Bases of Bids:** Prime contract packages shall be as defined in Section 00 2410 – List of Work Scope Categories.

1.2 SUMMARY AND KEY DATES

- A. **Pre-Bid Conference: June 26th, 2012 @ 11:00 a.m. Mandatory for Bid Categories 7B & 7F**
1. Location: Campbell East Grand Forks Library
422 4th Street NW
East Grand Forks, MN 56721
 2. Questions regarding Pre-Bid Conference shall be directed to the Construction Manager, attention Jake Boerboon – KA Project Manager.
- B. **Cut Off Date for Prior Approvals and Written Interpretations: June 29th, 2012 @ 2:00 p.m.**
- C. **Proposed Issue Date of Addendum No. 1: TBD**
1. Scope of Addendum will be limited to clarifications resulting from Pre-Bid Conference and response to Prior Approvals, plus minor coordination issues the Architect or Construction Manager may determine appropriate.
- D. **Bid Due Date and Time: July 10th, 2012 at 2:00 p.m.**

CONSTRUCTIN MANAGER

Kraus-Anderson Construction Company
8625 Rendova Street NE, P.O. Box 158
Circle Pines, MN 55014
Jake Boerboon
763-786-7711

OWNER

City of East Grand Forks
600 DeMers Avenue
East Grand Forks, MN 56721

ARCHITECT

Braun Intertec Corporation
11001 Hampshire Avenue South
Bloomington, MN 55438

BID OPENING - TIME AND LOCATION

- A. Bids will be received at the office of City of East Grand Forks – City Clerk Office until **2:00 PM**, at which time they will be publicly opened.



EXAMINATION AND PROCUREMENT OF BIDDING DOCUMENTS

- A. **Examination of Documents:** Bidder shall carefully examine entire content of Bidding Documents to become thoroughly familiar with the documents and project requirements. Refer to Kraus-Anderson's Instructions to Bidders for additional requirements.
- B. **Location for Review and Examination:** Bidding Documents (Project Manual, Drawings, and other Contract Documents) are available at the locations indicated below for review and examination:
 - 1. Refer to Special Instructions 00 2100 KA Instruction to Bidders for information.
 - a. City of East Grand Forks Administration Office
 - b. Grand Forks Builders Exchange – 701-772-7298
 - c. Fargo-Moorhead Builders Exchange – 701-237-6772
 - d. Minneapolis Builders Exchange – 612-381-2620
 - e. St. Paul Builders Exchange – 651-224-7545
 - f. Franz Reprographics, Inc. – 763-503-9335
- C. **“Hard Copy Documents – with Deposit:**
 - 1. Refer to Special Instructions 00 2100 KA Instruction to Bidders for information.
- D. **Addenda:** Pre-qualified Bidders and registered document holders will receive copies of Addenda including attachments corresponding to documents obtained via the same method as original documents.

BONDS AND SECURITIES

- A. **Labor and Material Payment Bond:** Refer to Kraus-Anderson's Instructions to Bidders and Kraus-Anderson's Bid Form for additional requirements regarding requirements for Labor and Material Payment Bonds.
- B. **Performance Bond:** Refer to Kraus-Anderson's Instructions to Bidders and Kraus-Anderson's Bid Form for additional requirements regarding requirements for Performance Bonds.
- C. **Bid Security:** Each bid shall be accompanied by Bid Security in form of certified check, cashier's check, or bid bond in the amount of five (5) percent of Base Bid submitted, made payable to owner, as guarantee that Bidder will, if awarded, enter into contract in accordance with Contract Documents and submitted Bid.

OTHER CONDITIONS

- A. **Bidder's Qualifications:** Refer to Kraus-Anderson's Instructions to Bidders and Kraus-Anderson's Bid Form for requirements regarding Bidder's Qualifications and Pre-qualification Procedures. Kraus-Anderson reserves the right to request additional information to clarify the Bidder's financial capability, technical experience, ability to successfully staff project, and comply with safety and employment requirements.
- B. **Withdrawal or Revision of Bids:** Bids may not be withdrawn during the 60 day period immediately following the date of receipt of bids.
 - 1. Bids may be withdrawn or revised prior to the scheduled time for opening without prejudice to themselves, provided request for such withdrawal is received by Kraus-Anderson, in writing prior to the time proposals are due. After the time proposals are due, no proposal may be withdrawn.
- C. **Bid Opening:** Sealed bids will be publicly opened and read aloud.
- D. **Acceptance and Rejection of Bids:** Kraus-Anderson Construction Company and the Owner expressly reserves the right to reject any and all bids and to waive irregularities and informality in any bid without explanation. Refer to Kraus-Anderson's Instructions to Bidders and Kraus-Anderson's Bid Form for additional requirements regarding requirements for Performance Bonds.
- E. **Bases of Award:** Award of trade contracts and material contracts will be at the sole discretion of Owner and Kraus-Anderson Construction Company without explanation.

END OF SECTION

Request for Council Action

Date: June 13, 2012

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

Cc: File

From: Greg Boppre, P.E.

RE: Bid Results for -14th Ave SE, 13th Street SE and Greenway Boulevard

Background:

The City received three(3) bids today for the above referenced projects(see attached bid results). Opp Construction is the apparent low bidder with a bid price of \$800,847.90. The breakdown is as follows:

2011 AJ#1 – Curb, Gutter and Paving – 14th Ave NE

	<u>BID</u>	<u>REPORT OF FEASIBILITY</u>
Construction	\$294,335.30	\$259,425.00

2012 AJ#3 – Concrete Paving

Construction	\$506,512.60	\$531,660.00
Greenway(\$239,174.40) – 13 TH (\$267,338.20)		
The breakdown(Total) for each street is as follows:		
Greenway Boulevard(State Aid)	\$313,318.46	\$366,850.00
13 th Street SE	\$330,326.00	\$297,725.00

The bid results for 14th Ave SE came in higher than our estimate and the bid results for 13th Street /Greenway came in under our estimate. Therefore, the following would be the assessment rates for each area.

<u>14th Ave SE</u>	<u>BID</u>	<u>REPORT OF FEASIBILITY</u>
Front footage	\$270.7508/ft	\$238.6378/ft

13th Street/Greenway

Front footage	\$75.34/ft	\$67.91/ft
End footage	\$25.11/ft	\$22.64/ft

Please see the attached assessment rolls for both projects.

Recommendation:

File Assessment rolls and set date of public hearing for Tuesday, July 3, 2012

Enclosures:

Bid tabulation

Assessment roll – 2011 AJ#1

Assessment roll – 2012 AJ#3

2011 Assessment Job No 1
 Curb, Gutter and Paving
 14th Ave SE
 East Grand Forks, Minnesota

Base Bid				Opp Construction			Strata Corp			Paras Contracting		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
2104.501	Remove Curb and Gutter	5	Linear Foot	\$20.00	\$100.00	\$9.30	\$46.50	\$10.00	\$50.00			
2104.501	Remove Sewer Pipe (Storm)	9	Linear Foot	\$11.00	\$99.00	\$10.30	\$92.70	\$22.00	\$198.00			
2104.501	Remove Pipe Culvert	519	Linear Foot	\$9.00	\$4,671.00	\$7.90	\$4,100.10	\$5.10	\$2,646.90			
2104.509	Remove Catch Basin	1	Each	\$450.00	\$450.00	\$415.00	\$415.00	\$410.00	\$410.00			
2104.509	Remove Sign	1	Each	\$25.00	\$25.00	\$75.00	\$75.00	\$55.00	\$55.00			
2104.523	Salvage Sign	2	Each	\$35.00	\$70.00	\$100.00	\$200.00	\$80.00	\$160.00			
2104.523	Salvage Mail Box Support	9	Each	\$170.00	\$1,530.00	\$200.00	\$1,800.00	\$100.00	\$900.00			
2105.501	Common Excavation (P)	3,513	Cubic Yard	\$6.00	\$21,078.00	\$7.10	\$24,942.30	\$6.50	\$22,834.50			
2105.525	Topsoil Borrow (LV)	390	Cubic Yard	\$14.00	\$5,460.00	\$12.90	\$5,031.00	\$11.35	\$4,426.50			
2105.603	Construct Drainage Ditch	218	Linear Foot	\$4.00	\$872.00	\$3.60	\$784.80	\$8.00	\$1,744.00			
2112.604	Geogrid	3,191	Square Yard	\$2.40	\$7,658.40	\$3.21	\$10,243.11	\$1.50	\$4,786.50			
2112.604	Subgrade Preparation	3,191	Square Yard	\$1.50	\$4,786.50	\$1.40	\$4,467.40	\$4.10	\$13,083.10			
2211.604	Install Salvaged Aggregate Base	930	Square Yard	\$1.00	\$930.00	\$0.90	\$837.00	\$8.20	\$7,626.00			
2211.607	Crushed Concrete (CV)	886	Cubic Yard	\$34.00	\$30,124.00	\$33.80	\$29,946.80	\$30.25	\$26,801.50			
2301.501	Concrete Pavement	2,570	Square Yard	\$50.00	\$128,500.00	\$60.50	\$155,485.00	\$57.00	\$146,490.00			
2301.529	Reinforcement Bars (Epoxy Coated)	1,577	Pound	\$2.20	\$3,469.40	\$2.00	\$3,154.00	\$3.50	\$5,519.50			
2400.503	Type SP 12.5 Wear CRS Mix (2.B) 4.0" Thick	42	Square Yard	\$78.00	\$3,276.00	\$55.00	\$2,310.00	\$90.00	\$3,780.00			
2403.511	12" RC Pipe Sewer Class III	163	Linear Foot	\$40.00	\$6,520.00	\$37.60	\$6,128.80	\$40.00	\$6,520.00			
2504.604	Adjust Valve Box	3	Each	\$180.00	\$540.00	\$250.00	\$750.00	\$150.00	\$450.00			
2506.502	Construct Drainage Structure Design A	4	Each	\$2,400.00	\$9,600.00	\$2,230.00	\$8,920.00	\$2,250.00	\$9,000.00			
2506.516	Casting Assembly, Type A	2	Each	\$1,200.00	\$2,400.00	\$1,410.00	\$2,820.00	\$1,000.00	\$2,000.00			
2506.516	Casting Assembly, Type B	2	Each	\$1,100.00	\$2,200.00	\$1,300.00	\$2,600.00	\$900.00	\$1,800.00			
2506.516	Casting Assembly, Type C	1	Each	\$2,000.00	\$2,000.00	\$2,180.00	\$2,180.00	\$2,050.00	\$2,050.00			
2506.602	Adjust Frame & Ring Casting	4	Each	\$370.00	\$1,480.00	\$550.00	\$2,200.00	\$250.00	\$1,000.00			
2506.602	Reconstruct Drainage Structure	1	Each	\$960.00	\$960.00	\$1,250.00	\$1,250.00	\$1,450.00	\$1,450.00			
2506.602	Reconstruct Sanitary Manhole	1	Each	\$1,250.00	\$1,250.00	\$1,525.00	\$1,525.00	\$1,450.00	\$1,450.00			
2531.501	Concrete Curb and Gutter, Design B624	1,518	Linear Foot	\$25.00	\$37,950.00	\$22.80	\$34,610.40	\$17.30	\$26,261.40			
2540.602	Install Mail Box Support	9	Each	\$370.00	\$3,330.00	\$250.00	\$2,250.00	\$50.00	\$450.00			
2563.601	Traffic Control	1	Lump Sum	\$4,200.00	\$4,200.00	\$12,630.00	\$12,630.00	\$9,500.00	\$9,500.00			
2564.536	Install Sign Panel	2	Each	\$110.00	\$220.00	\$130.00	\$260.00	\$135.00	\$270.00			
2564.602	F & I Sign Panel Type C	2	Each	\$310.00	\$620.00	\$285.00	\$570.00	\$290.00	\$580.00			
2573.530	Storm Drain inlet Protection	7	Each	\$90.00	\$630.00	\$175.00	\$1,225.00	\$80.00	\$560.00			
2575.604	Seeding	4585	Square Yard	\$1.60	\$7,336.00	\$2.65	\$12,150.25	\$2.50	\$11,462.50			
SUBTOTAL BASE BID					\$294,335.30		\$336,000.16		\$316,315.40			
ADD ALTERNATE NO. 1												
ITEM NO.	DESCRIPTION	QUANTITY	UNIT									
2211.503	Aggregate Base Class 5 (CV)	125	Cubic Yard	\$32.00	\$4,000.00	\$32.60	\$4,075.00	\$30.00	\$3,750.00			
2531.507	6" Concrete Driveway Pavement	749	Square Yard	\$51.70	\$38,723.30	\$72.00	\$53,928.00	\$47.50	\$35,577.50			
SUBTOTAL ALTERNATE 1					\$42,723.30		\$58,003.00		\$39,327.50			
TOTAL BASE BID PLUS ADD ALTERNATE NO. 1					\$337,058.60		\$394,003.16		\$355,642.90			

2012 Assessment Job No. 3
Concrete Paving
Greenway Blvd/13th St SE
S.A.P. 119-128-001
East Grand Forks, Minnesota

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Opp Construction		Strata Corp		Paras Contracting	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2104.501	Remove Curb & Gutter	216	Linear Foot	\$8.00	\$1,728.00	\$4.65	\$1,004.40	\$5.50	\$1,188.00
2104.505	Remove Concrete Pavement	1.6	Square Yard	\$30.00	\$48.00	\$15.00	\$24.00	\$18.00	\$28.80
2104.511	Sawing Concrete Pavement	300	Linear Foot	\$8.00	\$2,400.00	\$9.50	\$2,850.00	\$7.00	\$2,100.00
2105.533	Salvage Aggregate (CV)	1,789	Cubic Yard	\$6.00	\$10,734.00	\$5.52	\$9,875.28	\$9.30	\$16,637.70
2301.501	Concrete Pavement	9,364	Square Yard	\$48.00	\$449,472.00	\$50.00	\$468,200.00	\$56.25	\$526,725.00
2301.529	Reinforcement Bars (Epoxy Coated)	5,050	Pound	\$2.20	\$11,110.00	\$2.00	\$10,100.00	\$3.50	\$17,675.00
2360.503	Type SP 12.5 Wear CRS Mix (2,B) 4.0" Thick	141	Square Yard	\$75.00	\$10,575.00	\$52.00	\$7,332.00	\$90.00	\$12,690.00
2506.522	Adjust Frame and Ring Casting	4	Each	\$360.00	\$1,440.00	\$700.00	\$2,800.00	\$500.00	\$2,000.00
2531.501	Concrete Curb & Gutter, Design B624	216	Linear Foot	\$35.00	\$7,560.00	\$26.00	\$5,616.00	\$29.95	\$6,469.20
2563.601	Traffic Control	1	Lump Sum	\$4,500.00	\$4,500.00	\$7,630.00	\$7,630.00	\$9,500.00	\$9,500.00
2573.530	Storm Drain Inlet Protection	16	Each	\$90.00	\$1,440.00	\$150.00	\$2,400.00	\$80.00	\$1,280.00
2575.604	Seeding	47.6	Square Yard	\$6.00	\$285.60	\$35.00	\$1,666.00	\$6.00	\$285.60
2582.502	4" Broken Line Yellow - Epoxy	290	Linear Foot	\$18.00	\$5,220.00	\$16.75	\$4,857.50	\$17.00	\$4,930.00
TOTAL BID					\$506,512.60		\$524,355.18		\$601,509.30

TOTAL BASE BID (2011 AJ NO. 1) + TOTAL BID (2012 AJ NO. 3)

\$800,847.90

\$860,355.34

\$917,824.70

TOTAL BASE BID PLUS ALTERNATE NO. 1 (2011 AJ NO. 1) + TOTAL BID (2012 AJ NO. 3)

\$843,571.20

\$918,358.34

\$957,152.20

The East Grand Forks City Council reserves the right to award either Total Base Bid (2011 AJ No. 1) + Total Bid (2012 AJ No. 3)
Or Total Base Bid Plus Alternate No. 1 (2011 AJ No. 1) + Total Bid (2012 AJ No. 3)

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

PARCEL No.	OWNER	DESCRIPTION	RECONSTRUCTION		TOTAL ASSESSMENT BEFORE INTEREST
			FRONT FOOTAGE	\$ FRONT BENEFIT	
GREENWAY CROSSING 2ND RESUB					
R 83.04040.00	EAST GRAND DEVELOPERS LLC	Lot-012 Block-004	54.01	\$14,623.25	\$14,623.25
R 83.04041.00	EAST GRAND DEVELOPERS LLC	Lot-013 Block-004	49.01	\$13,269.50	\$13,269.50
R 83.04042.00	JAY & KELLY HOLM / % EAST GRAND DEVELOPERS, LLC	Lot-014 Block-004	49.01	\$13,269.50	\$13,269.50
R 83.04043.00	RONALD L REPASKY JR	Lot-015 Block-004	49.01	\$13,269.50	\$13,269.50
R 83.04044.00	EAST GRAND DEVELOPERS LLC	Lot-016 Block-004	49.01	\$13,269.50	\$13,269.50
R 83.04045.00	EAST GRAND DEVELOPERS LLC	Lot-017 Block-004	57.82	\$15,654.81	\$15,654.81
R 83.04046.00	MIB POWER MELT INC	Lot-018 Block-004	80.35	\$21,754.83	\$21,754.83
R 83.04047.00	HEIDI A HAMRE	Lot-019 Block-004	78.35	\$21,213.33	\$21,213.33
R 83.04048.00	PEITER H & STEFFANIE HJERTSTEDT	Lot-020 Block-004	78.35	\$21,213.33	\$21,213.33
R 83.04049.00	CROOKSTON BLDG CENTER, INC	Lot-021 Block-004	78.35	\$21,213.33	\$21,213.33
R 83.04050.00	STEVEN GERSZEWSKI	Lot-022 Block-004	83.35	\$22,567.08	\$22,567.08
SUBTOTAL GREENWAY CROSSING 2ND RESUB			706.62	\$191,317.96	\$191,317.96

Sect-18 Twp-151 Range-049					
	CITY OF EAST GRAND FORKS		198.18	\$53,657.39	\$53,657.39
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	\$58,912.19	\$58,912.19

UNPLATTED PROPERTIES					
	CITY OF EAST GRAND FORKS		437.78	\$120,798.40 *	\$120,798.40
	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	\$132,405.74	\$132,405.74
GRAND TOTAL 2011 AJ No. 1			1,413.24	\$382,635.89	\$382,635.89

* Modified final values by agreement between the City and the Township

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

Paving

Paving Construction Cost	\$506,512.60
Plans & Specifications	\$54,261.37
Staking & Inspection	\$37,284.35
Assessment Roll	\$5,065.13
Administration	\$15,195.38
Contingencies	\$25,325.63
TOTAL PAVING COST	\$643,644.46
Less State Aid Funds	(\$313,318.46)
TOTAL PROJECT COST TO BE ASSESSED	\$330,326.00

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	\$75.348571 per foot
Assessed End Footage Benefit Rate	\$25.116190 per foot
TOTAL AMOUNT TO BE ASSESSED	\$330,326.00

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

PARCEL No.	OWNER	DESCRIPTION	PAVING		End \$ BENEFIT	TOTAL ASSESSMENT BEFORE INTEREST
			Front FOOTAGE	Front \$ BENEFIT		
ABSEY'S SECOND ADDITION						
R 83.03338.00	LOWELL A & NANCY L BRANDNER	Lot-007		\$0.00	\$2,134.89	\$2,134.89
R 83.03339.00	CASEY A & AMANDA M ANDERSON	Lot-008		\$0.00	\$2,284.58	\$2,284.58
R 83.03346.00	SCOTT A JOHNSON	Lot-015		\$0.00	\$2,134.89	\$2,134.89
R 83.03347.00	DAVID E & MARY L ANDERSON	Lot-016		\$0.00	\$2,281.31	\$2,281.31
ABSEY'S SECOND ADDITION SUBTOTAL			0.00	\$0.00	\$8,835.67	\$8,835.67
ABSEY'S THIRD ADD						
R 83.03376.00	DANIEL LEE FJESTAD	Lot-007 Block-003		\$0.00	\$2,134.89	\$2,134.89
R 83.03376.01	WILLIAM G & JENNIFER E STOCKER	Lot-006 Block-003		\$0.00	\$2,461.40	\$2,461.40
R 83.03378.00	CHAD A & RAEANN M BEAUCHAMP	Lot-005 Block-003		\$0.00	\$2,386.05	\$2,386.05
R 83.03381.00	MICHAEL T & NICOLE J KOLSTOE	Lot-008 Block-003		\$0.00	\$2,291.99	\$2,291.99
R 83.03388.00	DANIEL ZAVORAL / JODI SPOOR	Lot-015 Block-003		\$0.00	\$2,134.89	\$2,134.89
R 83.03389.00	JEFF R & LORI A ANDERSON	Lot-016 Block-003		\$0.00	\$2,289.10	\$2,289.10
ABSEY'S THIRD ADD SUBTOTAL			0.00	\$0.00	\$13,698.32	\$13,698.32
BESTE'S ADDITION						
R 83.03719.00	STEVEN D & JENNIFER A HOVDE	Lot-006 Block-001		\$0.00	\$1,383.66	\$1,383.66
R 83.03720.00	TODD R & NICOLE R JACKMAN	Lot-007 Block-001		\$0.00	\$2,767.31	\$2,767.31
R 83.03721.00	MICHAEL & MELISSA CASSANELLI	Lot-008 Block-001	99.64	\$7,507.73	\$0.00	\$7,507.73
R 83.03722.00	KEYARESH AFSHARI	Lot-009 Block-001	99.64	\$7,507.73	\$0.00	\$7,507.73
BESTE'S ADDITION SUBTOTAL			199.28	\$15,015.46	\$4,150.97	\$19,166.43
PEABODY'S FIRST ADDITION						
R 83.04238.00	PEABODY ROBERT E & JEANINE H	Lot-001 Block-001	100.00	\$7,534.86	\$0.00	\$7,534.86
R 83.04239.00	PEABODY ROBERT E & JEANINE H	Lot-002 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04240.00	PEABODY ROBERT E & JEANINE H	Lot-003 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04241.00	FROVARP MICHAEL & MICHELE	Lot-004 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04242.00	PEABODY ROBERT E & JEANINE H	Lot-005 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04243.00	PEABODY ROBERT E & JEANINE H	Lot-006 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04244.00	PEABODY ROBERT E & JEANINE H	Lot-007 Block-001	45.30	\$3,413.29	\$0.00	\$3,413.29
R 83.04245.00	FORX BUILDERS ASSOCIATION	Lot-008 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04246.00	PEABODY ROBERT E & JEANINE H	Lot-009 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04247.00	PEABODY ROBERT E & JEANINE H	Lot-010 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04248.00	DANIELSON PAUL & KRISTINE	Lot-011 Block-001	95.06	\$7,162.64	\$0.00	\$7,162.64
R 83.04249.00	PEABODY ROBERT E & JEANINE H	Lot-012 Block-001	212.25	\$15,992.73	\$0.00	\$15,992.73
R 83.04250.00	PEABODY ROBERT E & JEANINE H	Lot-013 Block-001	102.11	\$7,693.84	\$0.00	\$7,693.84
R 83.04251.00	STEENERSON RYAN B & SADIE M	Lot-014 Block-001	97.29	\$7,330.66	\$0.00	\$7,330.66
R 83.04252.00	PEABODY ROBERT E & JEANINE H	Lot-015 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04253.00	PEABODY ROBERT E & JEANINE H	Lot-016 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11

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	
R 83.04254.00	LUKACH MATTHEW S & JENNIFER S	Lot-017 Block-001	95.00	\$75,348.571		\$25,116.190
R 83.04255.00	JOHNSON ROBERT W & SANDRA J BERGGREN	Lot-018 Block-001	95.00	\$7,158.11		\$0.00
R 83.04256.00	NOYES BRIAN & LAURIE	Lot-019 Block-001	45.30	\$3,413.29		\$0.00
R 83.04257.00	PEABODY ROBERT E & JEANINE H	Lot-020 Block-001	95.00	\$7,158.11		\$0.00
R 83.04258.00	HENRICKSON LANCE & MACHELLE	Lot-021 Block-001	95.00	\$7,158.11		\$0.00
R 83.04259.00	PEABODY ROBERT E & JEANINE H	Lot-022 Block-001	95.00	\$7,158.11		\$0.00
R 83.04260.00	RAY SHANON R & AMY J	Lot-023 Block-001	95.00	\$7,158.11		\$0.00
R 83.04261.00	PEABODY ROBERT E & JEANINE H	Lot-024 Block-001	95.00	\$7,158.11		\$0.00
R 83.04262.00	PEABODY ROBERT E & JEANINE H	Lot-025 Block-001	100.00	\$7,534.86		\$0.00
R 83.04263.00	PEABODY ROBERT E & JEANINE H	Lot-001 Block-002	100.00	\$7,534.86		\$0.00
R 83.04264.00	PEABODY ROBERT E & JEANINE H	Lot-002 Block-002	95.00	\$7,158.11		\$0.00
R 83.04265.00	PEABODY ROBERT E & JEANINE H	Lot-003 Block-002	95.00	\$7,158.11		\$0.00
R 83.04266.00	SCHUH TIMOTHY J & KATHERINE W	Lot-004 Block-002	95.00	\$7,158.11		\$0.00
R 83.04267.00	PEABODY ROBERT E & JEANINE H	Lot-005 Block-002	95.00	\$7,158.11		\$0.00
R 83.04268.00	STREZISHAR THOMAS J JR & MICHELLE A	Lot-006 Block-002	95.00	\$7,158.11		\$0.00
R 83.04269.00	PEABODY ROBERT E & JEANINE H	Lot-007 Block-002	95.00	\$7,158.11		\$0.00
R 83.04270.00	PEABODY ROBERT E & JEANINE H	Lot-008 Block-002	95.00	\$7,158.11		\$0.00
R 83.04271.00	PEABODY ROBERT E & JEANINE H	Lot-009 Block-002	95.00	\$7,158.11		\$0.00
R 83.04272.00	ECKES TODD & JANET D	Lot-010 Block-002	95.00	\$7,158.11		\$0.00
R 83.04273.00	PEABODY ROBERT E & JEANINE H	Lot-011 Block-002	95.00	\$7,158.11		\$0.00
R 83.04274.00	PEABODY ROBERT E & JEANINE H	Lot-012 Block-002	97.12	\$7,317.85		\$0.00
R 83.04275.00	PEABODY ROBERT E & JEANINE H	Lot-013 Block-002	99.84	\$7,522.80		\$0.00
R 83.04276.00	EAST GRAND FORKS CITY	Lot-001 Block-003		\$0.00	90.89	\$2,282.81
PEABODY'S FIRST ADDITION SUBTOTAL			3,659.27	\$275,720.65	90.89	\$2,282.81
REPLAT OF LOT 2 & 10, BLK 1 BESTE'S ADDITION						
R 83.04298.00	KORY L KNOFF	Lot-00B Block-001	99.64	\$7,507.73		\$0.00
REPLAT OF LOT 2 & 10, BLK 1 BESTE'S ADDITION SUBTOTAL			99.64	\$7,507.73	0.00	\$0.00
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	\$3,114.41
UNPLATTED PROPERTIES SUBTOTAL Sect-12 Twp-151 Range-050			0.00	\$0.00	124.00	\$3,114.41
TOTAL PAVING ASSESSMENT			3,958.19	\$298,243.84	1,277.35	\$32,082.18
PEABODY'S FIRST ADDITION SUBTOTAL			3,659.27	\$275,720.65	90.89	\$2,282.81
REPLAT OF LOT 2 & 10, BLK 1 BESTE'S ADDITION						
R 83.04298.00	KORY L KNOFF	Lot-00B Block-001	99.64	\$7,507.73		\$0.00
REPLAT OF LOT 2 & 10, BLK 1 BESTE'S ADDITION SUBTOTAL			99.64	\$7,507.73	0.00	\$0.00
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	\$3,114.41
UNPLATTED PROPERTIES SUBTOTAL Sect-12 Twp-151 Range-050			0.00	\$0.00	124.00	\$3,114.41
TOTAL PAVING ASSESSMENT			3,958.19	\$298,243.84	1,277.35	\$32,082.18
PEABODY'S FIRST ADDITION SUBTOTAL			3,659.27	\$275,720.65	90.89	\$2,282.81
REPLAT OF LOT 2 & 10, BLK 1 BESTE'S ADDITION						
R 83.04298.00	KORY L KNOFF	Lot-00B Block-001	99.64	\$7,507.73		\$0.00
REPLAT OF LOT 2 & 10, BLK 1 BESTE'S ADDITION SUBTOTAL			99.64	\$7,507.73	0.00	\$0.00
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	\$3,114.41
UNPLATTED PROPERTIES SUBTOTAL Sect-12 Twp-151 Range-050			0.00	\$0.00	124.00	\$3,114.41
TOTAL PAVING ASSESSMENT			3,958.19	\$298,243.84	1,277.35	\$32,082.18

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

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 13056 for a total of \$2,641.93.

WHEREAS, Craig Buckalew, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS:

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$2,641.93 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on June 19, 2012.

Voting Aye:
Voting Nay: None.
Absent: None.
Abstain: Buckalew.

The President declared the resolution passed.

Passed: June 19, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th of June, 2012.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA)
COUNTY OF POLK) ss
CITY OF EAST GRAND FORKS)

I, Craig Buckalew, being duly sworn states the following:

1. I am 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 13056 for a total of \$2,641.93.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on June 19, 2012.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

(Signature of Official)

Accounts Payable

Check Register Totals Only

User: mfrench
Printed: 6/15/2012 - 8:49 AM



City of East Grand Forks

P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
13009	06/19/2012	ACM001	Acme Electric Companies	285.82	0
13010	06/19/2012	ADV001	Advanced Business Methods Inc	135.00	0
13011	06/19/2012	ALB001	Albrecht Manufacturing	248.40	0
13012	06/19/2012	ALT001	Altru Health System	250.00	0
13013	06/19/2012	AME002	American Tire Service	757.11	0
13014	06/19/2012	AME007	Americinn of Park Rapids	164.70	0
13015	06/19/2012	AME005	Ameripride Linen & Apparel Services	275.61	0
13016	06/19/2012	APP002	Appraisal Services Inc	3,000.00	0
13017	06/19/2012	BAR005	Barnes Distribution	387.07	0
13018	06/19/2012	BAR002	Alex Barta	1,316.00	0
13019	06/19/2012	BAT001	Batteries Plus	144.98	0
13020	06/19/2012	BWP001	Best Western Plus Kelly Inn	600.06	0
13021	06/19/2012	BIG001	Big Jim's East Side Tire	19.45	0
13022	06/19/2012	BNS001	BNSF Railway Company	47.04	0
13023	06/19/2012	BOB001	Bobcat of Grand Forks	124.45	0
13024	06/19/2012	BRI003	Brite-Way Window Cleaning	60.00	0
13025	06/19/2012	C&R001	C&R Laundry & Cleaners	269.34	0
13026	06/19/2012	CAN001	Canon Financial Services	180.80	0
13027	06/19/2012	CAR002	Carquest Auto Parts	29.01	0
13028	06/19/2012	CAR011	Carrot Top Industries Inc	364.11	0
13029	06/19/2012	CEN006	Century Link	1,009.26	0
13030	06/19/2012	CUS002	Custom Stripes Inc	85.50	0
13031	06/19/2012	DAN002	Dan's Excavating Inc	203.50	0
13032	06/19/2012	DEI001	Deitz Business Promotions	171.54	0
13033	06/19/2012	DIE003	Lota Dietzler	327.75	0
13034	06/19/2012	ECO001	Economy Plumbing	128.00	0
13035	06/19/2012	EAS009	EGF Police Petty Cash	22.00	0
13036	06/19/2012	EXP003	Explorer Post #38	100.00	0
13037	06/19/2012	EXP002	Exponent	1,245.06	0
13038	06/19/2012	FAR003	Farmers Elevator Co of Alvarado	343.39	0
13039	06/19/2012	FIL001	Filter Care	194.00	0
13040	06/19/2012	FLO001	FS Engineering	3,354.00	0
13041	06/19/2012	GRC001	G & R Controls, Inc	165.00	0
13042	06/19/2012	G&K001	G&K Services	152.70	0
13043	06/19/2012	GAF002	Gaffaney's	298.13	0
13044	06/19/2012	GAL003	Galstad Jensen & McCann PA	13,112.28	0
13045	06/19/2012	GAR001	Garden Hut Inc	2,779.61	0
13046	06/19/2012	GEO001	George's Quick Printing	67.34	0
13047	06/19/2012	GFC001	GF City Utility Billing	14,870.25	0
13048	06/19/2012	GFF001	GF Fire Equipment	24.00	0
13049	06/19/2012	GFH002	GF Herald	1,198.45	0
13050	06/19/2012	GGF001	GGF Convention & Visitors Bureau	1,053.71	0
13051	06/19/2012	GLA001	Glass Pro's Inc	735.00	0
13052	06/19/2012	GOP002	Gopher State Lawn Sprinklers	56.25	0
13053	06/19/2012	HAI002	Rick Hajicek	427.50	0
13054	06/19/2012	HSC001	Halogen Supply Company	102.70	0
13055	06/19/2012	HIS002	Hampton Inn & Suites of Bemidj	764.96	0
13056	06/19/2012	HAR001	Hardware Hank	2,641.93	0
13057	06/19/2012	HAW001	Hawkins Chemical	150.00	0
13058	06/19/2012	HEA001	Heartland Paper	162.45	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
13059	06/19/2012	HED003	Kori Hedlund	20.00	0
13060	06/19/2012	HOL002	Holiday Credit Office	30.26	0
13061	06/19/2012	HOM001	Home of Economy	87.04	0
13062	06/19/2012	HUG001	Hugo's	72.09	0
13063	06/19/2012	DAY001	Jolanda Streifel	5.00	0
13064	06/19/2012	K&K001	K&K Trucking Inc	1,960.00	0
13065	06/19/2012	KEL001	Kellermeyer Building Service	1,603.13	0
13066	06/19/2012	KNU005	Alissa Knutson	90.00	0
13067	06/19/2012	KOZ003	Kelsey Kozel	20.00	0
13068	06/19/2012	LAK001	Laker Chemical	2,652.10	0
13069	06/19/2012	LEA001	League of MN Cities	54.62	0
13070	06/19/2012	LIB006	Liberty Lanes	88.58	0
13071	06/19/2012	LUM001	Lumber Mart	5.58	0
13072	06/19/2012	M&W001	M&W Services	678.28	0
13073	06/19/2012	MAR004	Marco	128.06	0
13074	06/19/2012	MCD001	McDonald's of EGF	66.22	0
13075	06/19/2012	MCF002	MCFOA	70.00	0
13076	06/19/2012	MEN001	Menards	129.11	0
13077	06/19/2012	MPO001	Metropolitan Planning Organization	5,484.12	0
13078	06/19/2012	MID003	Midcontinent Communications	1,020.54	0
13079	06/19/2012	MNM002	MN Municipal Utilities Assoc	62.00	0
13080	06/19/2012	MVT002	MVTL Laboratories Inc	832.00	0
13081	06/19/2012	NEW001	Newman Signs	124.15	0
13082	06/19/2012	NOR024	Northland Yard Service	1,601.00	0
13083	06/19/2012	NWM002	NW MN Multi County HRA	2,500.00	0
13084	06/19/2012	OPP001	Opp Construction	2,637.40	0
13085	06/19/2012	ORC002	Roger Orchard	27,108.34	0
13086	06/19/2012	PET001	Peterson Veterinarian Clinic P.C.	456.13	0
13087	06/19/2012	POL004	Polk County Recorder	46.00	0
13088	06/19/2012	PRA001	Praxair Distribution	200.23	0
13089	06/19/2012	PRE001	Premium Waters Inc	19.62	0
13090	06/19/2012	QUI001	Quill Corp	159.95	0
13091	06/19/2012	REL001	Reliable Office Supplies	257.97	0
13092	06/19/2012	REL002	Reliance Telephone System	68.40	0
13093	06/19/2012	RMB001	RMB Environmental Lab Inc	345.00	0
13094	06/19/2012	ROT001	Roto Rooter	195.00	0
13095	06/19/2012	SAM002	Sam's Club	20.60	0
13096	06/19/2012	SER004	Service Shoe Shop	30.00	0
13097	06/19/2012	SGC001	SGC Horizon LLC	694.75	0
13098	06/19/2012	SIM002	SimplexGrinnell	422.00	0
13099	06/19/2012	SKA002	Larry Skala	4,560.00	0
13100	06/19/2012	STE001	Stennes Granite	950.00	0
13101	06/19/2012	STO001	Stone's Mobile Radio Inc	3,689.38	0
13102	06/19/2012	K&H001	Kenley Stordahl	3,000.00	0
13103	06/19/2012	STR006	Kary Strandell	65.00	0
13104	06/19/2012	SUN002	Sun Dot Communications	126.99	0
13105	06/19/2012	TIG001	Tiger Direct.com	85.87	0
13106	06/19/2012	TRU001	True Temp	1,313.69	0
13107	06/19/2012	UNI005	Uniforms Unlimited Inc.	109.50	0
13108	06/19/2012	USP002	USPS Postmaster	308.00	0
13109	06/19/2012	VER001	Verizon Wireless	678.50	0
13110	06/19/2012	VIL001	Vilandre Heating & A/C	83.83	0
13111	06/19/2012	WAS001	Waste Mgmt	47,096.50	0
13112	06/19/2012	WAT001	Water & Light Department	25,146.49	0
13113	06/19/2012	WDA001	WDAZ TV	460.00	0
13114	06/19/2012	WHI001	Whitey's Cafe Inc	120.07	0
13115	06/19/2012	XER001	Xerox Corporation	21.79	0
13116	06/19/2012	HIG001	Paul Zavoral	350.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
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Check Total:

194,816.09