

**AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
JUNE 26, 2012
5:00 PM**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

- 1. CGMC Legislative Update - JD Burton**
- 2. Minnesota Heights Development – Jim Richter/Ron Galstad**
- 3. 2011 Assessment Job No. 1 – Curb, Gutter, and Paving – 14th Ave. SE & 2012 Assessment Job No. 3 – Paving - 13th St. SE - Greg Boppre**
- 4. 12CP6 - Swimming Pool - Bids – Wayne Gregoire/Greg Boppre**
- 5. Braun Intertec Contract – Charlotte Helgeson**
- 6. Library Board Update – Council Member Pokrzywinski**

ADJOURN

Upcoming Meetings

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
Work Session – July 24, 2012 – 5:00 PM – Training Room

PROJECT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between _____, whose post address is _____, (hereinafter called the “Developer”), the **East Grand Forks Economic Development Authority**, (hereinafter called the “EDA”), and the **City of East Grand Forks**, (hereinafter called the “City”).

Recitals

WHEREAS, the EDA and the City have solicited development proposals for development of two vacant parcels and a parking lot generally located at the intersection of 4th Street NW and DeMers Avenue, downtown, East Grand Forks;

WHEREAS, the developer has submitted a proposal for the construction of a four- story structure consisting of approximately 6,500 square feet of commercial space on the first floor and a residential rental project containing 39 one, two, and three-bedroom units with surface parking spaces;

WHEREAS, the City is the present owner of the proposed development site;

WHEREAS, the City and the EDA have approved Developer’s proposal for the development of the project site;

WHEREAS, the parties seek to establish the terms and conditions of the project;

NOW, THEREFORE, Based upon the foregoing recitals, it is hereby agreed by, between and among the parties hereto as follows:

1. **OBLIGATIONS OF DEVELOPER**. Developer will:
 - A. Provide evidence of equity and approved financing for the described project to the City and the EDA prior to _____, 2012.
 - B. Complete the following improvements to the Property prior to _____, 2012.
 - C. Grant to the City, as a condition of approval, all easements or dedications of right-of-way reasonably necessary for maintenance, access and/or utilities as directed by the City at the City’s sole discretion.
 - D. Execute all appropriate documents and comply with all requirements under the Tax Increment Financing District (TIF), City of East Grand Forks 2040 Land Use Plan and the River Forks Downtown Plan update.
 - E. Comply with all applicable federal, state and local laws, rules, regulations, codes, ordinances and requirements.
 - F. Proceed only after receiving a written notice to proceed by the City.

2. **OBLIGATIONS OF THE CITY.** The City will:

- A. Convey to Developer, in exchange for \$1.00 and other good and valuable consideration, a Quit Claim Deed conveying all of the City's right, title and interest to the following described real property, subject to the provisions set forth herein.

Legal:

**Lots Five through Twelve (5-12), Parcel Number 83.00993.01 and
Lots Thirteen through Twenty (13-20) Parcel Number 83.00994,
Block One (1), Budge's Third (3rd) Addition to the City of East Grand
Forks.**

- B. Subject to compliance with all applicable ordinances, rules, and regulations, and further subject to approval by the City issue a building permit to Developer to make improvements to the Property substantially similar to those shown in Exhibit A.
- C. The City of East Grand Forks approval of Minnesota Height Addition; Being A Replat of Lots 5-12 and Lots 13-17, Block 1, Budge's Third Addition
- D. Amend the Downtown Commercial (C-1) District to allow for ground level/street level residential or senior housing based on the new requirements 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.

3. **OBLIGATIONS OF THE EDA.**

- A. Provide \$750,000.00 grant to the Developer in accordance with the terms and conditions of the Tax Increment Financing Plan between the parties subject to approval by the State.
- B. Provide \$250,000.00 Ten (10) year loan at 3.1 percent interest.

4. **CONTIGENCIES.** Developer's obligation to proceed with the implementation of the transaction contemplated by this Agreement shall be subject to the satisfaction, or waiver by Developer, of the following conditions precedent:

- A. Developer shall have reviewed and approved title to the Property.

- B. The City/ EDA shall have taken all necessary actions for the approval of the project financing.
 - C. The EDA and Developer shall have negotiated and executed the documents evidencing and securing \$750,000.00 TIF Capital Grant.
 - D. The EDA and Developer shall have negotiated and executed the documents evidencing and securing \$250,000.00 10 year loan at 3.1 percent interest.
 - E. Developer shall have obtained financing for construction of the improvements to be constructed on the Property on such terms as Developer approves.
 - F. The City shall have issued a written notice to proceed.
5. **DEFAULT**. Should Developer default in completing the terms and conditions of this Agreement, the City shall give Developer written notice of the specific default and Developer shall have a period of thirty days in which to cure said default. In the event that the default is not cured within that time period, or if the default is by its nature not curable within said time period and Developer does not provide the City reasonable assurances that the default will be cured within a reasonable time, the Property shall be conveyed to the City and the City may require removal of any improvements from the property at Developer's expense. Further, at the City's option, the City may pursue all other remedies, including an action for damages, as are available at law or in equity. The City agrees that it will subordinate its right to have the Property re-conveyed to it upon a default to the lien of a mortgage granted by Developer to secure financing to construct the improvements to be built upon the Property.
6. **TITLE INSURANCE**. The City shall furnish Developer a copy of a title insurance commitment committing the issuer to issue a title insurance policy for the Property. Developer shall have twenty days after its receipt of such title commitment to examine title to the Property and to make any objections to title. Developer may not object to Permitted Exceptions as described below. If Developer makes any objections to title the City will use its best efforts to cure the basis for the objections within thirty days after the date of the objections. If the City is unable to cure the objections within thirty days after the objections are made, Developer may terminate the Agreement by giving written notice of termination to the EDA and the City of waive such objections, accept title as is and proceed to closing. The expense for said title commitment shall be paid by Developer. The City shall provide good and marketable title, free and clear of all liens, encumbrances and defects except easements, restrictive covenants, and mineral grants and reservations of record, if any, and building and zoning laws, ordinances and state and federal laws and regulations shall be conveyed to Developer.

Permitted exceptions. The following item are hereby accepted by Developer as permitted exceptions to the title upon the terms and conditions as contained herein:

- A. Lien for special assessments, if any.
- B. Building and zoning laws, ordinances and regulations.
- C. Reservation of mineral rights.
- D. Any and all existing easements of record or as shown by the Plat.
- E. All restrictive covenants.

7. **TAXES AND SPECIAL ASSESSMENTS.** Taxes and installments of special assessments for the year 2011 and all prior years shall have been paid by date of closing. As the property is not currently subject to real estate taxes, there shall be no proration on the 2012 real estate taxes. Developer shall be responsible for all taxes and special assessments from the date of closing and thereafter. Installments of special assessments for the year 2012 shall be prorated to the date of closing. All uncertified special assessments shall be assumed by Developer. Taxes and installments for special assessments for 2012 and subsequent years shall be the responsibility of Developer or Developer's successor. It is understood that the property may be subject to additional special assessments in the future, including but not limited to an additional flood protection assessment or assessments.

8. **HAZARDOUS MATERIAL.** Should the Buyer, during the site preparation or construction encounter a significant amount of any type of hazardous material, and if the Minnesota Pollution Control Agency (MPCA) identifies the Seller as a "Responsible Party", then in that event the Seller agrees to pay the cost to remediate the hazardous material. Seller's execution of this Agreement shall not act as a waiver of Seller's right to challenge any finding of the MPCA. If the MPCA is unable to identify a "Responsible Party", then in that event the Buyer agrees to act as a "Volunteer" as set forth at and contemplated by Minnesota Statute §115B.175 in the remediation of the hazardous material. Further, it is understood that the MPCA has identified a responsible party for the Holiday Station Store, Site ID # LEAK00002376. Seller has provided an assurance letter from the MPCA to the Buyer regarding the site dated May 26, 2006. By execution of this Purchase agreement the Buyer acknowledges and accepts the site in its present condition. However, if during excavation to prepare the site for development the Buyer uncovers significant hazardous materials the Buyer at its option may turn the site over the seller with no cost to the Seller and at the Seller's request, will return the site to its original condition before the Buyer commenced construction

9. **CLOSING AND POSSESSION.** Closing on the conveyance of the Property shall occur on or before August 11, 2012, subject to change by mutual written agreement of the City and Developer. Possession of the property shall be granted to Developer on closing. In the event that the contingencies listed in Section 4 have not yet been met to the satisfaction of Developer on or before August 1, 2012, then closing shall either be delayed upon the

agreement of the parties or in the alternative, Developer may elect to terminate the agreement with no further liability from either party to the other or Developer may elect waive any such contingencies and proceed to closing.

10. **CLOSING COSTS.** The City shall be responsible for the following closing cost: preparation of a quit claim deed and preparation of and recording expense of all releases, satisfactions and corrective documents. Developer shall be responsible for recordation of the quit claim deed, the cost of any and all premiums and commitment costs for title insurance. The reasonable fee for a closing agent shall be paid 50% by each party. Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor.
11. **ENTIRE AGREEMENT.** This agreement along with any the Tax Increment Financing Agreement constitute the entire agreement by and between the parties and any other prior representations or agreements are deemed merged herein and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto. Developer specifically acknowledges that Developer has made an independent inspection of the premises and is not relying upon any statements or representations made by the City or EDA.
12. **AMENDMENTS, MODIFICATIONS OR WAIVERS.** No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound or a duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party or any default of another party shall not effect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to the Project Agreement.
13. **CONSTRUCTION OF AGREEMENT.** Whenever the singular number is used herein, the same shall include the plural where appropriate, and words of any gender shall include other genders where appropriate. Captions contained herein are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of the Project Agreement or any part thereof.
14. **BINDING EFFECT.** This Project Agreement and all agreements and documents contemplated hereby shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.
15. **GOVERNING LAW.** This Project Agreement and all agreements and documents contemplated hereby shall be governed by the laws of the State of Minnesota.

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	
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	
2301.503	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	
2303.511	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
TOTAL ASSESSMENT BEFORE INTEREST						\$7,507.73
TOTAL ASSESSMENT						\$278,003.46

Request for Council Action

Date: June 20, 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: Brad Bail, P.E.

RE: Bid Results for 2012 CP6 Swimming Pool Repairs

Please find attached a comparison from EAPC of the bids received for 2012 City Project 6 - the repairs of the swimming pool.



www.eapc.net



EGF Pool Renovation Bid Opening: June 14, 2012 at 10:00 AM

Cost Estimates vs. Actual Bids

BIDDER: ICS, Inc. (ND 20742)

BASE BID

<u>Item No.</u>	<u>Description</u>	<u>EAPC Estimate</u>	<u>Actual Bid</u>
1.	Swimming Pool Improvements	\$ 1,332,337.00	\$ 1,523,736.00

ALTERNATES

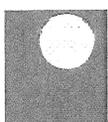
<u>Item No.</u>	<u>Description</u>	<u>EAPC Estimate</u>	<u>Actual Bid</u>
A-1	Concession Area	\$ 23,000.00	\$ 10,280.00
A-2	Aquatic "Mushroom" Fountain at Wading Pool	\$ 22,000.00	\$ 23,100.00
A-3	New Chain Link Fence	\$ 20,000.00	\$ 11,715.00
A-4	Upgrade to Aluminum Picket Fence	\$ 120,000.00	\$ 131,461.00
A-5	Four (4) Deck Cabana Sun Shelters	\$ 26,000.00	\$ 12,155.00
A-6	Replace Flume Slide & Platform	\$ 64,000.00	\$ 25,000.00
A-7	Delete Family Restrooms	\$ (24,000.00)	\$ (6,380.00)
A-8	Delete zero entry @ wading pool, use lift instead	\$ (10,000.00)	\$ (11,220.00)
A-9	Electrically Operated Pool Covers	\$ _____	\$ 38,500.00
M-1	Replace Water Heater & Flue	\$ 4,500.00	\$ 11,275.00
E-1	Electrical for Concession	\$ 1,800.00	\$ 3,388.00
E-2	Electrical for Water Heater & Flue	\$ 400.00	\$ 280.00

MAJOR SUBCONTRACTORS

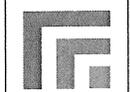
Mechanical: Lunseth Plumbing & Heating

Electrical: Bergstrom Electric

Pool Equipment: Natare



www.eapc.net



EAPC

**EGF Pool Renovation
Bid Opening: June 14, 2012 at 10:00 AM**

Cost Estimates vs. Actual Bids

BIDDER: Innes Construction (MN BC007703)

BASE BID

<u>Item No.</u>	<u>Description</u>	<u>EAPC Estimate</u>	<u>Actual Bid</u>
1.	Swimming Pool Improvements	\$ 1,332,337.00	\$ 1,543,357.00

ALTERNATES

<u>Item No.</u>	<u>Description</u>	<u>EAPC Estimate</u>	<u>Actual Bid</u>
A-1	Concession Area	\$ 23,000.00	\$ 9,600.00
A-2	Aquatic "Mushroom" Fountain at Wading Pool	\$ 22,000.00	\$ 22,400.00
A-3	New Chain Link Fence	\$ 20,000.00	\$ 11,700.00
A-4	Upgrade to Aluminum Picket Fence	\$ 120,000.00	\$ 133,000.00
A-5	Four (4) Deck Cabana Sun Shelters	\$ 26,000.00	\$ 13,000.00
A-6	Replace Flume Slide & Platform	\$ 64,000.00	\$ 27,000.00
A-7	Delete Family Restrooms	\$ (24,000.00)	\$ (2,000.00)
A-8	Delete zero entry @ wading pool, use lift instead	\$ (10,000.00)	\$ (11,200.00)
A-9	Electrically Operated Pool Covers	\$ _____	\$ No Bid
M-1	Replace Water Heater & Flue	\$ 4,500.00	\$ 11,480.00
E-1	Electrical for Concession	\$ 1,800.00	\$ 3,400.00
E-2	Electrical for Water Heater & Flue	\$ 400.00	\$ 280.00

MAJOR SUBCONTRACTORS

Mechanical: Lunseth Plumbing & Heating

Electrical: Bergstrom Electric

Pool Equipment: Custom Pools and Natara

Request for Council Action

Date: June 26, 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: Approval of contract with Braun Intertec for Special Inspections during Library Roof Reconstruction

Background:

Braun completed an investigation of the Library's meeting room roof and designed a reconstruction. The current proposal is to inspect full-time during the reconstruction of the meeting room roof and to inspect part-time during the re-shingling of the main portion of the Library roof.

Recommendation:

To approve contract with Braun Intertec for Special Inspections in the amount of \$16,160.00

Inc: Braun Intertec Contract

June 19, 2012

Proposal

Charlotte D. Helgeson, Director
East Grand Forks Campbell Library
422 4th St. NW
East Grand Forks, MN 56721

Re: Proposal for Roof Observations
East Grand Forks Campbell Library
422 Fourth St. N.W.
East Grand Forks, MN 56721

Dear Ms. Helgeson:

Braun Intertec is pleased to submit this proposal to provide Roof Observations services for the East Grand Forks Campbell Library.

Our Understanding of Project

We understand this project will include the demolition and reconstruction of the roof and attic space over the Conference room and the roof replacement over the Library space.

Scope of Services

Based on the available information and phone conversations, we propose to provide the following scope of observation and testing services.

Roofing

- We will perform the roof observations on a full time basis over the conference room roof reconstruction and on a periodic basis during the application of the roof materials over the main roof section.
- We will provide a written observation log of the work observed for each site visit.
- We will take pictures of the roof application for additional documentation while on site.
- We will observe the storage of the roofing materials to document that they are protected from construction damage and stored at proper application temperatures.
- We will also observe the roof tie-in repairs between the new addition and the existing building.
- We will complete a final punch list of the roof towards the end of the project.
- If any discrepancies occur during the project by the contractor, Braun will discuss this with the foreman immediately to have the item corrected. If the item is not corrected, the site superintendent will be notified and discrepancies will be written into our observation log.

Note: Base Bid includes 15 site visits. If work is not completed within stated visits, Braun Intertec reserves the right to charge for additional time and expenses incurred.

Experience

Braun Intertec has provided observations and testing on numerous projects which used similar construction and design as is currently proposed for the East Grand Forks Campbell Library. These projects include buildings at: Minneapolis Community and Technical College, The Union Depot Renovation, Minnesota Science Museum, Normandale Community College, Elk River School, University of Minnesota Sport Rec Expansion, University of Minnesota Heller Hall, University of Minnesota St. Paul Pool Repair Project as well as building envelope consulting, inspection and testing services at numerous USACE and ARMY installations around the USA.

Cost Estimate

The following table provides a breakdown of our cost estimate to conduct the requested scope of services.

Service Description	Unit Rate	Estimated Quantity	Estimate Cost Includes Estimated Reimbursable Exp.
Roof Observations (full-time Conference Room)	\$110.00/hr	8 days at 8 hrs/day	\$7,040.00
Travel time (Conference Room)	\$110.00/hr	2 trips at 6 hrs each	\$1,320.00
Roof Observations (part-time Main Library)	\$110.00/hr	6 days at 4 hrs/day	\$2,640.00
Travel time (Main Library)	\$110.00/hr	6 trips at 6 hrs each	\$3,960.00
Per diem (meals and hotel)	\$150.00	8 nights	\$1,200.00
Estimated Total			\$16,160.00

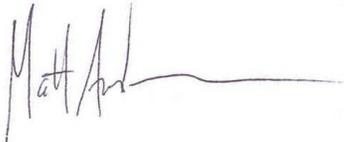
General

Braun Intertec appreciates the opportunity to present this proposal to you. If acceptable after your review, please provide a purchase order referencing this proposal as authorization to proceed. We will begin the project upon receipt of your authorization.

We look forward to working with you. If you have any questions or require further information, please call Matt Anderson at 952.995.2274.

Sincerely,

BRAUN INTERTEC CORPORATION



Matt Anderson, RRO CEI
Building Envelope Specialist

Attachment: General Conditions (June 15, 2006)

Authorization to Proceed:

Please proceed according to the described scope of services and General Conditions:

Authorizer's Name (please print or type)

Authorizer's Signature

Authorizer's Title

Authorizer's Firm

Date

Proposal – East Grand Forks Campbell Library