

**AGENDA
CITY COUNCIL
CITY OF EAST GRAND FORKS
JULY 3, 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 19, 2012.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of June 26, 2012.

SCHEDULED PUBLIC HEARINGS:

3. Public Hearing for 2011 Assessment Job No. 1 – Curb, Gutter, and Paving – 14th Ave. SE.
4. Public Hearing for 2012 Assessment Job No. 3 – Paving – 13th St. SE and Greenway Blvd.

SCHEDULED BID LETTINGS:

5. Consider adopting Resolution No. 12-07-64 a Resolution accepting and awarding the bid for improvements to Opp Construction for 2011 Assessment Job No. 1 – Curb, Gutter, and Paving – 14th Ave. SE for a bid price of \$337,058.60.
6. Consider adopting Resolution No. 12-07-65 a Resolution accepting and awarding the bid for improvements to Opp Construction for 2012 Assessment Job No. 3 – Paving – 13th St. SE and Greenway Blvd for a bid price of \$506,512.60.
7. Consider adopting Resolution No. 12-07-66 a Resolution accepting and awarding the bid for improvements to ICS, Inc. for 2012 City Project No. 6 – Pool Repairs for a bid price of \$1,523,736.00.

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.

8. Consider approving the contract with Braun Intertec for Special Inspections for the Library Roof Reconstruction.
9. Consider approving the Joint Powers Agreement between Northland Community and Technical College and the City of East Grand Forks to use the Cities Area Transit (CAT) for a lump sum fee paid by the college.
10. Consider adopting Resolution No. 12-07-67 a Resolution to authorize a two year tax abatement for newly constructed homes ready for occupancy in 2012.
11. Consider adopting Resolution No. 12-07-68 a Resolution appointing election judges and designating polling places.
12. Consider adopting Resolution No. 12-07-69 a Resolution approving the 2012 Transit Development Plan Update.
13. Consider approving the Minnesota Heights Development Agreement.
14. Consider adopting Resolution No. 12-07-70 a Resolution approving the use of TIF funds for the Minnesota Heights Development.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

15. Regular meeting minutes of the Water, Light, Power and Building Commission Meeting for May 17, 2012.
16. Regular meeting minutes of the Water, Light, Power and Building Commission Meeting for June 7, 2012.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS:

17. 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 10.99 which, among other things, contain penalty provisions. (2nd Reading)
18. Consider adopting Resolution No. 12-07-71 a Resolution to adopt assessment roll #321 for 2011 Assessment Job No. 1 – Curb, Gutter, and Paving – 14th Ave. SE for a total assessment amount of \$337,058.60.

19. Consider adopting Resolution No. 12-07-72 a Resolution to adopt assessment roll #322 for 2012 Assessment Job No. 3 – Paving – 13th St. SE and Greenway Blvd for a total assessment amount of \$506,512.60.

CLAIMS:

20. Consider adopting Resolution No. 12-07-73 a Resolution authorizing the City of East Grand Forks to approve purchases from Bert’s Truck Equipment the goods referenced in check numbers 13140 for a total of \$242.79 whereas Council Member Gregoire is personally interested financially in the contract.

21. Consider adopting Resolution No. 12-07-74 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 13175 for a total of \$1,048.84 whereas Council Member Buckalew is personally interested financially in the contract.

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

ADJOURN:

Upcoming Meetings:

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

Regular Meeting – August 7, 2012 – 5:00 PM – Council Chambers

**UNAPPROVED
MINUTES OF THE
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, JUNE 19, 2012 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for June 19, 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; Brad Bail, 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 Huizena, City Administrator; Tom Spoor, Building Inspector; 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 June 5, 2012.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of June 12, 2012.

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

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO APPROVE CONSENT MOTIONS NUMBER THREE (3) AND FOUR (4) AS SUBMITTED.

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

Voting Nay: None.

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.

Mayor Stauss presented Chief Gust with a plaque and City Council thanked him for all his years with the Fire Department. They also thanked him for his dedication on the flood fights.

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.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT 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.

Mayor Stauss announced that the City is just looking for funding options at this time. Council Member Leigh stated that he is still against the project and the Council needs to get that second opinion, however, the City should continue to search for funding options. Council Member Tweten announced that he does not want to go to Grand Forks. Council Member DeMers would like to see the City Council proceed with the application.

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

Voting Nay: None.

Abstain: Tweten.

7. Consider adopting Resolution No. 12-06-63 a Resolution to approve the final plat for Minnesota Heights Addition and Vacation of Alley Section.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 12-06-63 A RESOLUTION TO APPROVE THE FINAL PLAT FOR MINNESOTA HEIGHTS ADDITION AND VACATION OF ALLEY SECTION.

Mr. Galstad stated that this was put in a resolution format based on the public hearing and EDHA study. Discussion occurred regarding the previous developments in that area.

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

Voting Nay: None.

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 10.99 which, among other things, contain penalty provisions. (1st Reading)

A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT 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 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS. (1ST READING)

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

Voting Nay: None.

9. Consider approving the request to approve the Construction Management Contract for the Library Roof Repair for the amount of \$38,203.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO APPROVE THE REQUEST TO APPROVE THE CONSTRUCTION MANAGEMENT CONTRACT FOR THE LIBRARY ROOF REPAIR FOR THE AMOUNT OF \$38,203.

Council Member Leigh stated that he would like to see this item move forward.

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER VONASEK, TO ADOPT RESOLUTION NO. 12-06-61 A RESOLUTION TO FILE PLANS AND SPECIFICATIONS AND ORDER ADVERTISEMENT FOR BIDS FOR THE LIBRARY ROOF REPAIR.

Council Member Gregoire inquired about advertising.

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

Voting Nay: None.

11. Consider approving the filing of the rolls and set the public hearing date for 2011 Assessment Job No. 1 – Curb, Gutter, and Paving – 14th Ave. SE and 2012 Assessment Job No 3 – Paving – 13th St. SE and Greenway Blvd for July 3, 2012.

A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE THE FILING OF THE ROLLS AND SET THE PUBLIC HEARING DATE FOR 2011 ASSESSMENT JOB NO. 1 – CURB, GUTTER, AND PAVING – 14TH AVE. SE AND 2012 ASSESSMENT JOB NO 3 – PAVING – 13TH ST. SE AND GREENWAY BLVD FOR JULY 3, 2012.

Mr. Huizenga gave a brief update on the process and the bids that the City received.

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER LEIGH, TO APPROVE THE REQUEST TO RENAME 4TH STREET NW FROM 5TH AVE. NW THROUGH 10TH AVE NW TO “JOAN KROC PARKWAY” IN HONOR OF JOAN KROC.

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT 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.

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

14. 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 VONASEK, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-TREASURER TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.

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

COUNCIL/STAFF REPORTS:

City Council thanked Chief Gust for all his work with the Fire Department and the flood.

Council Vice-President Gregoire announced that the grass near the boat landing needs to be done.

Mr. Huizenga stated that he will be out Wednesday through Friday for the LMC conference in Duluth.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADJOURN THE JUNE 19, 2012 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:52 P.M.

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

Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED
MINUTES OF THE
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, JUNE 26, 2012 – 5:00 PM**

CALL TO ORDER

The Work Session of the East Grand Forks City Council for June 26, 2012 was called to order by Wayne Gregoire, Council Vice-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: Council Vice-President Wayne Gregoire, Council Members Marc DeMers, Henry Tweten, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Karla Anderson, Finance Director; Greg Boppre, City Engineer; 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 Jason Stordahl, Public Works Superintendent.

DETERMINATION OF A QUORUM

1. CGMC Legislative Update - JD Burton

JD Burton, Attorney from Flaherty & Hood, thanked the City of East Grand Forks for being a member of the Coalition. He provided the Council with a legislative update regarding Local Government Aid (LGA) and EDA programs.

2. Minnesota Heights Development – Jim Richter/Ron Galstad

Mr. Huizenga stated that this new development is a 39 unit apartment building with commercial space. The City Council needs to approve the Development Agreement and financing package.

Mr. Galstad informed City Council that he modified the project agreement from Grand Forks. Discussion occurred regarding the previous developments in that area.

Mr. Huizenga introduced Craig Tweten. Mr. Tweten stated that he does take precautions in the event there is pollution. City Council stated that they are very excited to move forward. Mr. Tweten stated that parking will be more on the south side and the drawings should be available July 12th. This agreement will be forwarded to City Council for action.

3. 2011 Assessment Job No. 1 – Curb, Gutter, and Paving – 14th Ave. SE & 2012 Assessment Job No. 3 – Paving - 13th St. SE - Greg Boppre

Mr. Boppre provided the bid tabs and the rolls. He stated that Greenway Crossing and 13th Street SE came in less than the Report of Feasibility and 14th Ave. SE came in higher. He announced that it will affect the special assessment rate. He stated that both projects were bid together.

Mr. Huizenga announced that the City Council will have a public hearing next Tuesday and adopt the assessment roll. Mr. Boppre announced that if the City Council has a change order, another public hearing will be required. The City contribution would increase by \$27,000 based on the current bids. Contingencies may change the prices.

4. 12CP6 - Swimming Pool - Bids – Wayne Gregoire/Greg Boppre

Mr. Boppre announced that the pool committee met yesterday. He gave a breakdown of the RCAs and bids. Mr. Boppre discussed the recommendation of the pool committee. Council Member Leigh asked what a new pool would cost. Mr. Huizenga thought a new pool would cost approximately \$5 to \$7 million. If the Council waited, we are in compliant. Alternates are not included in the price.

If the City moves forward, award the base bid and discuss with the contractor to look at cost savings. Council Member Tweten announced that we only received two bids and if we continue to wait the costs are going to continue to increase.

Council Member DeMers asked why the cover is not included. He suggested contacting Water & Light to look at the energy savings with the price. He stated that the pool is a need but the debt service is looking at 7% tax increase for City residents. Council Member Tweten suggested putting money into a reserve fund. This item will be referred to Council for action.

5. Braun Intertec Contract – Charlotte Helgeson

Ms Helgeson stated that Braun Intertec is going to make sure that the project is inspected. They are a specialist in roof systems and they did the investigation on the roof problem. Kraus-Anderson takes care of the budget and the contractors. This is not an additional cost; this was included in the original project. This item will be referred to Council for action.

6. Library Board Update – Council Member Pokrzywinski

Council Member Pokrzywinski provided a copy of activities on what is going on at the library. He stated the roof is the major project and will start July 25th. He gave a brief update on the software update, E-books, and summer programming. He stated that the Library Board is just starting to look at the budget for 2013.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADJOURN THE JUNE 26, 2012 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:09 P.M.

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

Voting Nay: None.

Absent: Buckalew and Vonasek.

Scott Huizenga, City Administrator/Clerk-Treasurer



City of East Grand Forks

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NOTICE OF HEARING ON 2011 ASSESSMENT FOR JOB NO. 1, CURB, GUTTER, AND PAVING IN THE CITY OF EAST GRAND FORKS, MINNESOTA TO SERVE 14TH AVE SE

Notice is hereby given that on Tuesday, July 3, 2012 at 5:00 p.m., or as soon as possible thereafter, in the Council Chambers of the East Grand Forks City Hall, the City Council has scheduled a meeting to hear, consider and pass upon all written or oral objections, if any, to the proposed assessments for curb, gutter, and paving known for reference purposes as “2011 Assessment Job No. 1” on the following project.

Curb, Gutter, and Paving -14th Ave. SE **The total proposed assessments are \$294,335.30**

The proposed assessment roll #320 is now on file and open to public inspection by all persons interested in the office of the City Administrator/Clerk-Treasurer. The entire amount assessed against any parcel of land will be payable, unless prepaid, in 20 equal consecutive installments, the first of such installments to be collectable with general taxes during the year 2013. The first installment will be payable with interest at the rate of 4.5% per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2012, and each subsequent installment will be payable with one year's interest at said rate on all unpaid installments, except that no interest will be charged if the entire assessment as to any parcel is paid at the office of the City Administrator/Clerk-Treasurer within 30 days from the date of adoption of the assessment roll. No partial prepayment has been authorized by ordinance.

The General Nature of “2011 Assessment Job No. 1” is paving for 14th Ave SE.

Total Amount to be assessed - \$294,335.30.

The area proposed to be assessed for the costs of said improvements will include all property abutting upon the public roadways described above.

Notice is hereby given that the owners of property subject to assessment may appeal an assessment to District Court, pursuant to Minnesota Statutes, Section 429.081, by serving notice of the appeal upon the Mayor or the City Administrator/Clerk-Treasurer of the City of East Grand Forks within twenty (20) days after adoption of the assessment, and file such notice with the District Court within ten (10) days after service upon the Mayor or City Administrator/Clerk-Treasurer. Provisions for deferral of special assessments to senior citizens, etc. per MSA Sections 435.193 to 435.195, have not been authorized.

By order of the City Council.
Scott M. Huizenga, City Administrator/Clerk-Treasurer
City of East Grand Forks, MN
(Published June 20 & June 27, 2012)

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

PARCEL No.	OWNER	DESCRIPTION	RECONSTRUCTION		TOTAL ASSESSMENT BEFORE INTEREST
			FRONT FOOTAGE	\$ FRONT BENEFIT \$270.75082	
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					
R 83.00113.94	CITY OF EAST GRAND FORKS	7.10 AC TR IN NW COR OF GOVT LOT 1 W OF HWY 220	198.18	\$53,657.39	\$53,657.39
	RICHARD E & DIANN M PESCH		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



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

NOTICE OF HEARING ON 2012 ASSESSMENT FOR JOB NO. 3, PAVING IN THE CITY OF EAST GRAND FORKS, MINNESOTA TO SERVE 13TH ST SE AND GREENWAY BLVD

Notice is hereby given that on Tuesday, July 3, 2012 at 5:00 p.m., or as soon as possible thereafter, in the Council Chambers of the East Grand Forks City Hall, the City Council has scheduled a meeting to hear, consider and pass upon all written or oral objections, if any, to the proposed assessments for curb, gutter, and paving known for reference purposes as “2012 Assessment Job No. 3” on the following project.

Paving -13th St. SE & Greenway Blvd **The total proposed assessments are \$506,512.60**

The proposed assessment roll #321 is now on file and open to public inspection by all persons interested in the office of the City Administrator/Clerk-Treasurer. The entire amount assessed against any parcel of land will be payable, unless prepaid, in 20 equal consecutive installments, the first of such installments to be collectable with general taxes during the year 2014. The first installment will be payable with interest at the rate of 4.5% per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2013, and each subsequent installment will be payable with one year's interest at said rate on all unpaid installments, except that no interest will be charged if the entire assessment as to any parcel is paid at the office of the City Administrator/Clerk-Treasurer within 30 days from the date of adoption of the assessment roll. No partial prepayment has been authorized by ordinance.

The General Nature of “2012 Assessment Job No. 3” is paving for 13th St. SE & Greenway Blvd.

Total Amount to be assessed - \$506,512.60.

The area proposed to be assessed for the costs of said improvements will include all property abutting upon the public roadways described above.

Notice is hereby given that the owners of property subject to assessment may appeal an assessment to District Court, pursuant to Minnesota Statutes, Section 429.081, by serving notice of the appeal upon the Mayor or the City Administrator/Clerk-Treasurer of the City of East Grand Forks within twenty (20) days after adoption of the assessment, and file such notice with the District Court within ten (10) days after service upon the Mayor or City Administrator/Clerk-Treasurer. Provisions for deferral of special assessments to senior citizens, etc. per MSA Sections 435.193 to 435.195, have not been authorized.

By order of the City Council.
Scott M. Huizenga, City Administrator/Clerk-Treasurer
City of East Grand Forks, MN
(Published June 20 & June 27, 2012)

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

Paving

Paving Construction Cost	\$506,512.60
Plans & Specifications	\$54,281.37
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			TOTAL ASSESSMENT BEFORE INTEREST
			Front FOOTAGE	Front \$ BENEFIT \$75.348571	End Footage	
ABSEY'S SECOND ADDITION						
R 83.03338.00	LOWELL A & NANCY L BRANDNER	Lot-007		\$0.00	85.00	\$2,134.89
R 83.03339.00	CASEY A & AMANDA M ANDERSON	Lot-008		\$0.00	90.96	\$2,284.58
R 83.03346.00	SCOTT A JOHNSON	Lot-015		\$0.00	85.00	\$2,134.89
R 83.03347.00	DAVID E & MARY L ANDERSON	Lot-016		\$0.00	90.83	\$2,281.31
ABSEY'S SECOND ADDITION SUBTOTAL			0.00	\$0.00	351.79	\$8,835.67
ABSEY'S THIRD ADD						
R 83.03376.00	DANIEL LEE FJESTAD	Lot-007 Block-003		\$0.00	85.00	\$2,134.89
R 83.03376.01	WILLIAM G & JENNIFER E STOCKER	Lot-006 Block-003		\$0.00	98.00	\$2,461.40
R 83.03378.00	CHAD A & RAEANN M BEAUCHAMP	Lot-005 Block-003		\$0.00	95.00	\$2,386.05
R 83.03381.00	MICHAEL T & NICOLE J KOLSTOE	Lot-008 Block-003		\$0.00	91.26	\$2,291.99
R 83.03388.00	DANIEL ZAVORAL / JODI SPOOR	Lot-015 Block-003		\$0.00	85.00	\$2,134.89
R 83.03389.00	JEFF R & LORI A ANDERSON	Lot-016 Block-003		\$0.00	91.14	\$2,289.10
ABSEY'S THIRD ADD SUBTOTAL			0.00	\$0.00	545.40	\$13,698.32
BESTE'S ADDITION						
R 83.03719.00	STEVEN D & JENNIFER A HOVDE	Lot-006 Block-001		\$0.00	55.09	\$1,383.66
R 83.03720.00	TODD R & NICOLE R JACKMAN	Lot-007 Block-001		\$0.00	110.18	\$2,767.31
R 83.03721.00	MICHAEL & MELISSA CASSANELLI	Lot-008 Block-001	99.64	\$7,507.73		\$0.00
R 83.03722.00	KEYARESH AFSHARI	Lot-009 Block-001	99.64	\$7,507.73		\$0.00
BESTE'S ADDITION SUBTOTAL			199.28	\$15,015.46	165.27	\$4,150.97
PEABODY'S FIRST ADDITION						
R 83.04238.00	PEABODY ROBERT E & JEANINE H	Lot-001 Block-001	100.00	\$7,534.86		\$0.00
R 83.04239.00	PEABODY ROBERT E & JEANINE H	Lot-002 Block-001	95.00	\$7,158.11		\$0.00
R 83.04240.00	PEABODY ROBERT E & JEANINE H	Lot-003 Block-001	95.00	\$7,158.11		\$0.00
R 83.04241.00	FROVARP MICHAEL & MICHELE	Lot-004 Block-001	95.00	\$7,158.11		\$0.00
R 83.04242.00	PEABODY ROBERT E & JEANINE H	Lot-005 Block-001	95.00	\$7,158.11		\$0.00
R 83.04243.00	PEABODY ROBERT E & JEANINE H	Lot-006 Block-001	95.00	\$7,158.11		\$0.00
R 83.04244.00	PEABODY ROBERT E & JEANINE H	Lot-007 Block-001	45.30	\$3,413.29		\$0.00
R 83.04245.00	FORX BUILDERS ASSOCIATION	Lot-008 Block-001	95.00	\$7,158.11		\$0.00
R 83.04246.00	PEABODY ROBERT E & JEANINE H	Lot-009 Block-001	95.00	\$7,158.11		\$0.00
R 83.04247.00	PEABODY ROBERT E & JEANINE H	Lot-010 Block-001	95.00	\$7,158.11		\$0.00
R 83.04248.00	DANIELSON PAUL & KRISTINE	Lot-011 Block-001	95.06	\$7,162.64		\$0.00

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	STEENSON 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
R 83.04254.00	LUKACH MATTHEW S & JENNIFER S	Lot-017 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04255.00	JOHNSON ROBERT W & SANDRA J BERGGREN	Lot-018 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04256.00	NOYES BRIAN & LAURIE	Lot-019 Block-001	45.30	\$3,413.29	\$0.00	\$3,413.29
R 83.04257.00	PEABODY ROBERT E & JEANINE H	Lot-020 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04258.00	HENRICKSON LANCE & MACHELLE	Lot-021 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04259.00	PEABODY ROBERT E & JEANINE H	Lot-022 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04260.00	RAY SHANON R & AMY J	Lot-023 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04261.00	PEABODY ROBERT E & JEANINE H	Lot-024 Block-001	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04262.00	PEABODY ROBERT E & JEANINE H	Lot-025 Block-001	100.00	\$7,534.86	\$0.00	\$7,534.86
R 83.04263.00	PEABODY ROBERT E & JEANINE H	Lot-001 Block-002	100.00	\$7,534.86	\$0.00	\$7,534.86
R 83.04264.00	PEABODY ROBERT E & JEANINE H	Lot-002 Block-002	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04265.00	PEABODY ROBERT E & JEANINE H	Lot-003 Block-002	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04266.00	SCHUH TIMOTHY J & KATHERINE W	Lot-004 Block-002	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04267.00	PEABODY ROBERT E & JEANINE H	Lot-005 Block-002	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04268.00	STREZISHAR THOMAS J JR & MICHELLE A	Lot-006 Block-002	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04269.00	PEABODY ROBERT E & JEANINE H	Lot-007 Block-002	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04270.00	PEABODY ROBERT E & JEANINE H	Lot-008 Block-002	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04271.00	PEABODY ROBERT E & JEANINE H	Lot-009 Block-002	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04272.00	ECKES TODD & JANET D	Lot-010 Block-002	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04273.00	PEABODY ROBERT E & JEANINE H	Lot-011 Block-002	95.00	\$7,158.11	\$0.00	\$7,158.11
R 83.04274.00	PEABODY ROBERT E & JEANINE H	Lot-012 Block-002	97.12	\$7,317.85	\$0.00	\$7,317.85
R 83.04275.00	PEABODY ROBERT E & JEANINE H	Lot-013 Block-002	99.84	\$7,522.80	\$0.00	\$7,522.80
R 83.04276.00	EAST GRAND FORKS CITY	Lot-001 Block-003	90.89	\$0.00	\$2,282.81	\$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	\$7,507.73
REPLAT OF LOT 2 & 10, BLK 1 BESTE'S ADDITION SUBTOTAL			99.64	\$7,507.73	0.00	\$7,507.73

UNPLATTED PROPERTIES Sect-12 Twp-151 Range-050

R 83.00113.10	RYAN J & MELISSA M VANEPS	124 FT N & S X 190 FT E & W IN SW COR OF SE4	0.00	\$0.00	\$3,114.41	\$3,114.41
UNPLATTED PROPERTIES SUBTOTAL Sect-12 Twp-151 Range-050			0.00	\$0.00	\$3,114.41	\$3,114.41

TOTAL PAVING ASSESSMENT

TOTAL PAVING ASSESSMENT			3,958.19	\$298,243.84	1,277.35	\$32,082.18
TOTAL PAVING ASSESSMENT						\$330,326.02

RESOLUTION NO. 12 – 07 - 64

RESOLUTION ACCEPTING AND AWARDING BID FOR IMPROVEMENT

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

WHEREAS, pursuant to an advertisement for bids for the improvement of 2011 Assessment Job No. 1 – Curb, Gutter, and Paving – 14th Ave. SE, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

AND WHEREAS, it appears that Opp Construction is the lowest responsible bidder at a bid price of \$337,058.60.

NOW THEREFORE, BE IT RESOLVED,

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Opp Construction in the name of the City of East Grand Forks for the improvement of 2011 Assessment Job No. 1 – Curb, Gutter, and Paving – 14th Ave. SE according to the plans and specifications therefore approved by the City Council and on file in the administration office.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.
3. The revenues in the following account of the City Assessment Jobs Fund are hereby increased by the following amounts:

414-39-000-39201	Specials Paid Directly to City	\$11,607
414-39-000-39201	Transfer In (State Aid Fund)	\$174,456

3. The expenses in the following accounts of the City Assessment Jobs Fund are hereby increased by the following amounts:

414-43-139-43030	Engineering (11AJ1)	\$47,094
414-43-139-45300	Construction (11AJ1)	\$294,336
414-43-139-44300	Miscellaneous (11AJ1)	\$41,207

4. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax exempt bond.

Voting Aye:
Voting Nay: None.

The President declared the resolution passed.

Passed: July 3, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd of July, 2012.

Mayor

**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
2105.604	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
2360.503	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
2503.511	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	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
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

**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
2105.604	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
2360.503	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
2503.511	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

**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
2105.604	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
2360.503	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
2503.511	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

RESOLUTION NO. 12 – 07 - 65

RESOLUTION ACCEPTING AND AWARDING BID FOR IMPROVEMENT

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

WHEREAS, pursuant to an advertisement for bids for the improvement of 2012 Assessment Job No. 3 – Paving- 13th St. SE, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

AND WHEREAS, it appears that Opp Construction is the lowest responsible bidder at a bid price of \$506,512.60.

NOW THEREFORE, BE IT RESOLVED,

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Opp Construction in the name of the City of East Grand Forks for the improvement of 2012 Assessment Job No. 3 – Paving- 13th St. SE according to the plans and specifications therefore approved by the City Council and on file in the administration office.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.
3. The revenue in the following accounts of the Assessment Jobs Fund are hereby increased by the following amounts:

414-33-000-33499	State Grants	\$318,318
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4. The expenses in the following accounts of the Assessment Jobs Fund are hereby increased by the following amounts:

414-43-142-43030	Engineering (12AJ3)	\$91,546
414-43-142-45300	Construction (12AJ3)	\$506,513
414-43-142-44300	Miscellaneous (12AJ3)	\$506,513

5. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax exempt bond.

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

The President declared the resolution passed.

Passed: July 3, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd of July, 2012.

Mayor

**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)

RESOLUTION NO. 12 – 07 - 66

RESOLUTION ACCEPTING AND AWARDING BID FOR IMPROVEMENT

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

WHEREAS, pursuant to an advertisement for bids for the improvement of 2012 City Project No. 6 – Pool Repairs, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

AND WHEREAS, it appears that ICS, Inc is the lowest responsible bidder at a bid price of \$1,523,736.00.

NOW THEREFORE, BE IT RESOLVED,

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with ICS Inc. in the name of the City of East Grand Forks for the improvement of 2012 City Project No. 6 – Pool Repairs, according to the plans and specifications therefore approved by the City Council and on file in the administration office.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.
3. The revenue in of the following accounts of the City Projects Fund is hereby increased by the following amounts:

415-39-000-39201	Transfer In	\$1,904,670
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4. The expenses in of the following accounts of the City Projects Fund are hereby increased by the following amounts:

415-45-124-43030	Engineering (12CP6)	\$213,323
415-45-124-45300	Construction (12CP6)	\$1,523,736
415-45-124-44300	Miscellaneous (12CP6))	\$167,611

5. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax exempt bond.

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

The President declared the resolution passed.

Passed: July 3, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd of July, 2012.

Mayor



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

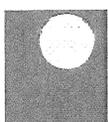
<u>Item No.</u>	<u>Description</u>	<u>EAPC Estimate</u>	<u>Actual Bid</u>
A-1	Concession Area	\$ 23,000.00	\$ 10,280.00
A-2	Aquatic "Mushroom" Fountain at Wading Pool	\$ 22,000.00	\$ 23,100.00
A-3	New Chain Link Fence	\$ 20,000.00	\$ 11,715.00
A-4	Upgrade to Aluminum Picket Fence	\$ 120,000.00	\$ 131,461.00
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

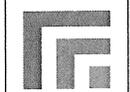
Mechanical: Lunseth Plumbing & Heating

Electrical: Bergstrom Electric

Pool Equipment: Natare



www.eapc.net



EAPC

Architecture	Engineering	Industrial	Wind Energy	Interior Design
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3100 Demers Avenue, Grand Forks ND 58201 | TELE 701.775.3000 | FAX 701.772.3605

**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 25, 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: 2012 City Project No. 6 – Pool Repairs – Bid Results

Background:

The City received two(2) bids for the above referenced project, with the low bidder being ICS, Inc. The following is the history of the project budget breakdown:

	<u>January-RCA</u>	<u>May - RCA</u>	<u>June – Bid</u>
Construction	\$1,248,141.00	\$1,319,080.00	\$1,523,736.00
Plans/Specifications	\$112,333.00	\$118,717.20	\$137,136.24
Construction Administration	\$62,407.00	\$65,954.00	\$76,186.80
Contingencies	\$124,814.00	\$131,080.00	\$152,373.60
Administration	<u>\$12,481.00</u>	<u>\$13,190.80</u>	<u>\$15,237.36</u>
TOTAL PROJECT COST	\$1,560,176.00	\$1,648,022.00	\$1,904,670.00

Recommendation:

Authorize the base bid to ICS, Inc.

Enclosures:

January 30, 2012 RCA

May 3, 2012 RCA

Request for Council Action

Date: July 3, 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

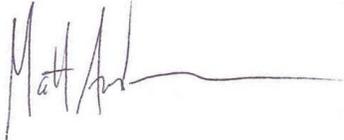
General

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

Request for Council Action

Date: July 2, 2012

To: East Grand Forks City Council and Mayor Lynn Stauss

From: Teri Kouba, Planner - EGF Transit

RE: NCTC transit contract

GENERAL INFORMATION:

East Grand Forks has had a contract that provides free rides to students and staff of Northland Community and Technical College. In exchange the city receives \$6,000. The riders would be able to ride anywhere within our system including the City of Grand Forks Monday through Saturday. The only requirement to get the ride is for the student or staff to use a bus card and to show their NCTC identification card. The Cities Area Transit (CAT) the operator of the system will keep track of the amount of rides given.

NCTC and the Transit Staff would like to have the annual contract renewed for another year. As with all transit contracts the Mayor and the City Administrator will be required to sign the contract. Two copies of the contract should be signed.

RECOMMENDATION:

Staff recommends allowing the Mayor and City Administrator to enter into a contract to provide free rides to NCTC staff and students with a bus card and proper ID for the cost of \$6,000.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Northland Community and Technical College

SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Northland Community and Technical College* (hereinafter MnSCU), and *City of East Grand Forks, 600 DeMers Ave; PO Box 373, East Grand Forks, MN 56721*, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, MnSCU, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services, and

WHEREAS, MnSCU is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, and

WHEREAS, *the CONTRACTOR represents that he / she is not a current state employee, and*

WHEREAS, *the CONTRACTOR represents that he / she has not received an early separation incentive under Minnesota State Colleges and Universities Board Policy 4.11, Board Early Separation Incentive Program (BESI), during the one year period prior to the effective date of this contract.*

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on *July 1, 2012* or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until *June 30, 2013* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU's authorized representative.

II. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:

Provide transportation for all Northland Community and Technical College student, faculty, and staff. A Contractor bus will stop at the campus in accordance with the published bus schedule on the bus and city transit website: www.grandforksgov.com/bus

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MnSCU as follows:

1. Compensation of *Six Thousand and 00/100 Dollars (\$6,000.00)*
2. The **total obligation** of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed *Six Thousand and 00/100 Dollars (\$6,000.00)*

B. Terms of Payment.

1. Payment shall be made by MnSCU promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MnSCU's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MnSCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MnSCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

- a. *Upon receipt of Quarterly invoice.*
- b. **Retainage.** No more than 90% of the amount due will be paid by MnSCU until all the services in this contract have been reviewed by MnSCU's authorized representative. The balance due will be paid when MnSCU's authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of this contract.

2. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MnSCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MnSCU will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MnSCU makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MnSCU does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MnSCU harmless for any taxes owed and any interest or penalties assessed.

IV. AUTHORIZED REPRESENTATIVES. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. MnSCU's authorized representative for the purpose of administration of this contract is:

Name: Steve Crittenden
Address: 1101 Highway 1 East, Thief River Falls, MN 56701
Telephone: 218-683-8565
E-Mail: steve.crittenden@northlandcollege.edu
Fax: 218-683-8992

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

- B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Teri Kouba
Address: 600 DeMers Ave; PO Box 373, East Grand Forks, MN 56721
Telephone: 701-746-2660
E-Mail: teri.kouba@theforksmpo.org
Fax: 701-787-3755

V. CANCELLATION AND TERMINATION.

- A. This contract may be canceled by EITHER party at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. Termination for Insufficient Funding. MnSCU may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

- VI. ASSIGNMENT. The CONTRACTOR shall neither assign or transfer any rights or obligations under this contract without the prior written consent of MnSCU.

- VII. LIABILITY. The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MnSCU's failure to fulfill its obligations pursuant to this contract.

- VIII. WORKERS' COMPENSATION. The CONTRACTOR certifies it is in compliance with Minnesota Statutes § 176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MnSCU employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MnSCU's obligation or responsibility.

IX. MINNESOTA STATUTES § 181.59.

The Contractor will comply with the provisions of Minnesota Statutes § 181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

X. DATA DISCLOSURE.

A. The CONTRACTOR is required by Minnesota Statutes §270C.65 to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.

B. For any person hired as an independent contractor, except for those persons whose contract is for less than two (2) months with gross earnings of less than Two Hundred Fifty and 00/100 Dollars (\$250.00) per month and for corporations, Minnesota Statutes § 256.998 requires that his or her social security number and date of birth be submitted to the Department of Human Services. This information may be used in the enforcement of state and federal child support laws.

XI. GOVERNMENT DATA PRACTICES ACT. The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MnSCU. MnSCU will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XII. INTELLECTUAL PROPERTY. The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (MATERIALS) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names,

and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MnSCU at the CONTRACTOR'S expense from any action or claim brought against MnSCU to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MnSCU's opinion is likely to arise, the CONTRACTOR shall, at MnSCU's discretion, either procure for MnSCU the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIII. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XIV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XV. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVI. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XVII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; X., Data Disclosure; XI., Government Data Practices Act; XII., Intellectual Property; XIII., Jurisdiction and Venue; and XV., State Audits.
- XVIII. **INSURANCE.** CONTRACTOR shall submit an ACCORD Certificate of Insurance to MnSCU's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insureds. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better prior to execution of the contract. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:
- A. Workers' Compensation Insurance. CONTRACTOR must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

B. Commercial General Liability. CONTRACTOR shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

In addition, the following coverages must be included:

Products and Completed Operations Liability
Blanket Contractual Liability

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities
Northland Community and Technical College

C. Commercial Automobile Liability. CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by CONTRACTOR, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities
Northland Community and Technical College

D. Errors and Omissions (E & O) Insurance. CONTRACTOR shall maintain insurance protecting it from claims CONTRACTOR may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to CONTRACTOR's services required under this contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

CONTRACTOR shall submit a certified financial statement providing evidence CONTRACTOR has adequate assets to cover any applicable E & O policy deductible.

E. MnSCU reserves the right to immediately terminate the contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MnSCU and copies of policies must be submitted to MnSCU's authorized representative upon written request.

XIX. AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.

MnSCU intends to carry out its responsibility for requiring affirmative action by its CONTRACTORS.

- A. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the CONTRACTOR must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.
- B. Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- C. Minnesota R. 5000.3400-5000.3600.
1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 2. Disabled Workers. The CONTRACTOR must comply with the following affirmative action requirements for disabled workers.
 - (a) The CONTRACTOR must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- (c) In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the CONTRACTOR'S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or MnSCU.
4. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes § 363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

XX. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name) Michelle Bakken
Title Business Manager
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES
Northland Community and Technical College

By (authorized signature and printed name) Steve Crittenden
Title Dean of Student Development
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name) Michelle Bakken
Title Business Manager
Date

RESOLUTION NO. 12 – 07 - 67**A RESOLUTION TO AUTHORIZE A TWO YEAR TAX ABATEMENT FOR NEWLY CONSTRUCTED HOMES READY FOR OCCUPANCY IN 2012.**

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

WHEREAS, Minnesota Statutes 469.1812 through 469.1815 authorize Property Tax Abatement for Community Development purposes and,

WHEREAS, the City of East Grand Forks desires to authorize a two (2) year Tax Abatement for New Home Construction for the year 2012 in cooperation with Polk County and Independent School District 595.

THEREFORE, BE IT RESOLVED, the East Grand Forks City Council does authorize a Housing Incentive Tax Abatement with the following parameters required for participation:

1. The three primary tax authorities, City, County, and School District, are all participating in the incentive program
2. The program would apply to new residential construction only. New residential construction shall include modular homes and stick built homes.
3. The program would apply to owner occupied single family dwellings, including town homes and twin homes, ready for occupancy in the year 2012.
4. The abatement of real property taxes would be for two years. The first two years where payment of taxes are based upon the full value of the new dwelling.
5. The city shall be responsible to notify the county of which properties are in the program at the time the real property is acquired and arrange for the proper hearing(s) as required by law.

Voting Aye:

Voting Nay: None.

Absent: None.

The President declared the Resolution passed.

Passed: July 3, 2012

Attest:

City Administrator/Clerk Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd day of July, 2012

Mayor

RESOLUTION NO. 12 – 07 – 68

RESOLUTION APPOINTING JUDGES AND DESIGNATING POLLING PLACES

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

BE IT RESOLVED, By the City Council of the City of East Grand Forks that the following polling places are designated and election judges are appointed in each respective ward for the August 14, 2012 Primary Election and November 6, 2012 General Election.

1st Ward: Ragnar Bergendahl, Chair; Amy Loven, Linda Spokley, Karen Peach, Carol Bushy
Polling Place: Senior Center; 538 Rhinehart Drive SE

2nd Ward: Marilyn Egeland, Chair; Mike Butler, Norm Vanderpan, Mike Powers
Polling Place: City Hall, 600 DeMers Avenue NW

3rd Ward: Sherri Richter, Chair; Jeff Bakke, Emily Rapacz, Sharon Bramer, Laurie Holtman
Polling Place: Our Savior's Lutheran Church, 1515-5th Avenue NW

4th Ward: Jim Richter, Chair; Andrew Sawallisch, Sue Bakke, Barbara Hangsleben, Michelle Quirk
Polling Place: Our Savior's Lutheran Church, 1515-5th Avenue NW

5th Ward: Mike Flermoen Chair; Darrel Koehler; Debbie Piche, Janna Swanson
Polling Place: Good Samaritan Heritage Grove, 2122 River Rd NW

Alternate Judge: Jim Wetterlund

BE IT FURTHER RESOLVED, the administrator/clerk-treasurer is authorized to re-balance judges to different wards as needed in order to comply with state election laws; and

BE IT FURTHER RESOLVED, the judge’s hourly compensation is fixed at the following: chair judge at \$13.00 per hour, and regular judge at \$12.00 per hour.

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

The President declared the resolution passed.

Passed: July 3, 2012

Attest:

City Administrator/Clerk-Treasurer

President of the Council

I hereby approve the foregoing resolution this 3rd day of July, 2012.

Mayor

RESOLUTION NO. 12 – 07 - 69

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

WHEREAS, the city of East Grand Forks has an adopted East Grand Forks Comprehensive Plan; and

WHEREAS, the proposed plan update is in general agreement with the other elements of the East Grand Forks Comprehensive Plan, those other elements being the following:

1. The Grand Forks – East Grand Forks River Forks Plan Element, together with all Maps, information and data contained therein.
2. The Grand Forks – East Grand Forks 2035 Long Range Transportation Plan Update, which contains the following sections:
 - a. Bikeway Element, together with all Maps, information and data contained therein.
 - b. Pedestrian Element, together with all Maps, information and data contained therein.
 - c. Transit Element, together with all Maps, information and data contained therein.
 - d. Street and Highway Element, together with all Maps, information and data contained therein.
 - e. Intelligent Transportation Systems (ITS) Strategy Element, together with all Maps, information and data contained therein.
3. The 2000 Urban Design Plan, together with all Maps, information and data contained therein.
4. Greenway Plan Element, together with all Maps, information and data contained therein.
5. The 2040 Land Use Plan, together with all Maps, information and data contained therein.

And

WHEREAS, The Grand Forks – East Grand Forks Metropolitan Planning Organization is preparing a 2012 Transit Development Plan Update Element to the East Grand Forks Comprehensive Plan; and

WHEREAS, 2012 Transit Development Plan Element of the East Grand Forks Comprehensive Plan is a guide for future growth for the downtowns of the Cities of Grand Forks and East Grand Forks; and

WHEREAS, the 2012 Transit Development Plan Update may be amended to reflect changes to the community; and

WHEREAS, the Transit Development Plan Update is a representation of the goals and values of the city; and

WHEREAS, the City Planning and Zoning Commission further held a public meeting on **April 12, 2012** to get input from the citizens of the community; and

WHEREAS, the East Grand Forks Planning and Zoning Commission forwards a recommendation that the 2012 Transit Development Plan Update to the East Grand Forks Comprehensive Plan, be hereby approved and adopted; now therefore

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the 2012 Transit Development Plan Update to the East Grand Forks Comprehensive Plan, and proposed amendments, be hereby approved and adopted with any further amendments as stated:

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

The President declared the resolution passed.

Passed: July 3, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd of July, 2012.

Mayor

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.

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held May 17, 2012 at 5:00 P.M.

Present: Ogden, Brickson, Quirk, Tweten

Absent: None

It was moved by Commissioner Tweten second by Commissioner Brickson that the minutes of the previous meeting of May 3, 2012 be approved as read.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Brickson to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$985,604.91.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Brickson to approve the purchase of an additional 8000 feet of single phase cable from Dakota Supply Group for the 2012 miscellaneous electric project.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Brickson second by Commissioner Quirk to approve the bid of Jack Anderson & Sons in the amount of \$34,450.00 for the 2012 street light painting project.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Brickson to approve a revision to the rebate offered for the variable frequency drive.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Quirk to adjourn to the next regular meeting on June 7, 2012 at 5:00 P.M.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

Lori Maloney
Sec'y

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held June 7, 2012 at 5:00 P.M.

Present: Ogden, Brickson, Quirk, Tweten

Absent: None

It was moved by Commissioner Tweten second by Commissioner Brickson that the minutes of the previous meeting of May 17, 2012 be approved as read.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Brickson to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,641,758.87.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Tweten to approve a commercial new construction lighting rebate program.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Brickson to approve a donation of 200 feet of cable for a building project at the Heritage Foundation.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Brickson to approve a donation of poles to the Home Run Club to build batting cages.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Brickson to adjourn to the next regular meeting on June 21, 2012 at 5:00 P.M.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

Lori Maloney
Sec'y

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 10.99 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.

RESOLUTION NO. 12 – 07 - 71

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

WHEREAS, The City Administrator/Clerk-Treasurer with the assistance of the person designated, has calculated the proper amount to be specially assessed against every lot, piece and parcel of land, without regard to cash valuation, utilities and street foundation improvements described as “2011 Assessment Job No. 1 – Curb, Gutter and Paving – 14th Ave. NE”; and

WHEREAS, Said calculations known as the proposed assessments were filed with the Administrator/Clerk-Treasurer on June 19, 2012; and

WHEREAS, On June 20, 2012 and June 27, 2012, a published notice will be given in the official newspaper of a special assessment hearing to consider the said proposed assessment, and a copy of said published notice was mailed on June 20, 2012, to the owner(s) of the tract(s) or parcel(s) of land as provided by law, and the public hearing will be held on July 3, 2012 and all objections to said proposed assessment have been considered by the Council, and

BE IT RESOLVED, That the City Council of the City of East Grand Forks, Minnesota, hereby determines that the property in the said proposed assessment is benefited by the improvement and that the amount of said assessment is based upon the benefit received, without regard to cash valuation, and that every lot, piece and parcel or parcels of land set out therein as assessable and that said proposed assessment has been calculated in accordance with the law, and

BE IT FURTHER RESOLVED, That said proposed assessments for said improvement be and hereby are adopted as the special assessments against the tracts of land stated in the assessment roll in the amount set out therein and that this assessment roll be given the descriptive name of “Assessment Roll No. 321-14th Ave. NE – Curb, Gutter, and Paving”.

BE IT FURTHER RESOLVED, That the said assessment shall be payable in equal installments over a period of twenty (20) years.

BE IT FURTHER RESOLVED, That interest at the rate of 4.5 percent per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2012, and each subsequent installment will be payable with one year’s interest at said rate on all unpaid installments, except that no interest will be charged if the entire assessment as to any parcel is paid at the office of the City Administrator/Clerk-Treasurer within 30 days from the date of adoption of the assessment roll. No partial prepayment has been authorized by ordinance.

Voting Aye:
Voting Nay: None.

The President declared the resolution passed.

Passed: July 3, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd day of July, 2012.

Mayor

RESOLUTION NO. 12 – 07 - 72

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

WHEREAS, The City Administrator/Clerk-Treasurer with the assistance of the person designated, has calculated the proper amount to be specially assessed against every lot, piece and parcel of land, without regard to cash valuation, utilities and street foundation improvements described as “2012 Assessment Job No. 3 – Paving – 13th St. SE and Greenway Blvd”; and

WHEREAS, Said calculations known as the proposed assessments were filed with the Administrator/Clerk-Treasurer on June 19, 2012; and

WHEREAS, On June 20, 2012 and June 27, 2012, a published notice will be given in the official newspaper of a special assessment hearing to consider the said proposed assessment, and a copy of said published notice was mailed on June 20, 2012, to the owner(s) of the tract(s) or parcel(s) of land as provided by law, and the public hearing will be held on July 3, 2012 and all objections to said proposed assessment have been considered by the Council, and

BE IT RESOLVED, That the City Council of the City of East Grand Forks, Minnesota, hereby determines that the property in the said proposed assessment is benefited by the improvement and that the amount of said assessment is based upon the benefit received, without regard to cash valuation, and that every lot, piece and parcel or parcels of land set out therein as assessable and that said proposed assessment has been calculated in accordance with the law, and

BE IT FURTHER RESOLVED, That said proposed assessments for said improvement be and hereby are adopted as the special assessments against the tracts of land stated in the assessment roll in the amount set out therein and that this assessment roll be given the descriptive name of “Assessment Roll No. 322-14th Ave. NE – Paving – 13th St. SE and Greenway Blvd”.

BE IT FURTHER RESOLVED, That the said assessment shall be payable in equal installments over a period of twenty (20) years.

BE IT FURTHER RESOLVED, That interest at the rate of 4.5 percent per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2013, and each subsequent installment will be payable with one year’s interest at said rate on all unpaid installments, except that no interest will be charged if the entire assessment as to any parcel is paid at the office of the City Administrator/Clerk-Treasurer within 30 days from the date of adoption of the assessment roll. No partial prepayment has been authorized by ordinance.

Voting Aye:
Voting Nay: None.

The President declared the resolution passed.

Passed: July 3, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd day of July, 2012.

Mayor

RESOLUTION NO. 12 – 07 – 73

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

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased the following goods from Bert's Truck Equipment:

<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Total Amount</u>
06/19/12	52469	DOT Bus #314	110.00
06/22/12	52518	Battery Disconnect Switches	132.79

WHEREAS, Wayne Gregoire, 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 \$242.79 on check number 13140 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 July 3, 2012.

Voting Aye:

Voting Nay: None.

Absent: None.

Abstain: Gregoire.

The President declared the resolution passed.

Passed: July 3, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd of July, 2012.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

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

I, Wayne Gregoire, being duly sworn states the following:

- 1. I am 5th Ward Council Member of the City of East Grand Forks.
- 2. The following goods were furnished to the City of East Grand Forks by Bert’s Truck Equipment:

<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Total Amount</u>
06/19/12	52469	DOT Bus #314	110.00
06/22/12	52518	Battery Disconnect Switches	132.79

- 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 July 3, 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)

RESOLUTION NO. 12 – 07 – 74

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 13175 for a total of \$1,048.84.

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 \$1,048.84 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 July 3, 2012.

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

The President declared the resolution passed.

Passed: July 3, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd of July, 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 13175 for a total of \$1,048.84.
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 July 3, 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



City of East Grand Forks

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

User: mfrench
 Printed: 6/29/2012 - 10:58 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
13128	07/03/2012	4IM001	4Imprint	192.16	0
13129	07/03/2012	ALL003	All Seasons Garden Center	52.49	0
13130	07/03/2012	ALT001	Altru Health System	42.50	0
13131	07/03/2012	AME002	American Tire Service	12.00	0
13132	07/03/2012	AME005	Ameripride Linen & Apparel Services	401.99	0
13133	07/03/2012	AQU001	Aqua Water Solutions	32.75	0
13134	07/03/2012	ARN001	Joel Arnold	120.00	0
13135	07/03/2012	AUT001	Auto Glass & Aftermarket Inc	48.81	0
13136	07/03/2012	BAK001	Baker & Taylor Co	299.18	0
13137	07/03/2012	BAR005	Barnes Distribution	128.27	0
13138	07/03/2012	BAT001	Batteries Plus	669.32	0
13139	07/03/2012	BER008	John Berquist	511.51	0
13140	07/03/2012	BER001	Bert's Truck Equipment	242.79	0
13141	07/03/2012	BIG001	Big Jim's East Side Tire	19.45	0
13142	07/03/2012	BLU001	Blue Cross Blue Shield of ND	7,114.70	0
13143	07/03/2012	BRA001	Brady Martz & Associates	3,302.00	0
13144	07/03/2012	BRA005	Braun Intertec Corporation	770.00	0
13145	07/03/2012	BRO002	Brodart Co	284.48	0
13146	07/03/2012	BUT001	Butler Machinery Co	2,565.61	0
13147	07/03/2012	BYD001	Bydal Designs	1,068.75	0
13148	07/03/2012	C&R001	C&R Laundry & Cleaners	128.92	0
13149	07/03/2012	CAR002	Carquest Auto Parts	351.51	0
13150	07/03/2012	CAR005	Carson Industries Inc	99.95	0
13151	07/03/2012	GFT003	Donald Scott Cash	2,915.25	0
13152	07/03/2012	CHR005	Gary Christianson	500.00	0
13153	07/03/2012	COA003	Coquette Crop Service	1,251.08	0
13154	07/03/2012	COM003	Complete Pest Control Inc	133.59	0
13155	07/03/2012	DAS001	Dash Medical Gloves	119.80	0
13156	07/03/2012	DES001	Rebecca DeSautel	140.00	0
13157	07/03/2012	DIA001	Richard Papenfuss Diamond Cleaning	401.74	0
13158	07/03/2012	ECO001	Economy Plumbing	798.86	0
13159	07/03/2012	ENV002	Environmental Equipment	342.01	0
13160	07/03/2012	EXP003	Explorer Post #38	100.00	0
13161	07/03/2012	G&K001	G&K Services	179.61	0
13162	07/03/2012	GAL001	Gale	149.92	0
13163	07/03/2012	GAR001	Garden Hut Inc	271.78	0
13164	07/03/2012	GER001	Gerrells Sport Center	76.86	0
13165	07/03/2012	GFF001	GF Fire Equipment	197.75	0
13166	07/03/2012	GFH002	GF Herald	215.00	0
13167	07/03/2012	GFW001	GF Welding & Machine	151.85	0
13168	07/03/2012	GLA001	Glass Pro's Inc	225.00	0
13169	07/03/2012	GOM001	Gompf Displays	55.65	0
13170	07/03/2012	GOP002	Gopher State Lawn Sprinklers	41.86	0
13171	07/03/2012	GFD001	Grand Forks Diesel Injection Service I	2,605.95	0
13172	07/03/2012	H&S001	H&S Construction	14,116.50	0
13173	07/03/2012	HAA002	Laverne Haarsager	238.50	0
13174	07/03/2012	HAJ002	Rick Hajicek	285.00	0
13175	07/03/2012	HAR001	Hardware Hank	1,048.84	0
13176	07/03/2012	HAW001	Hawkins Chemical	593.16	0
13177	07/03/2012	HBS001	HB Sound & Light	47.48	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
13178	07/03/2012	HEA001	Heartland Paper	579.00	0
13179	07/03/2012	HOL002	Holiday Credit Office	45.52	0
13180	07/03/2012	HRC001	Home Run Club	1,990.00	0
13181	07/03/2012	HUG001	Hugo's	183.72	0
13182	07/03/2012	DAY001	Jolanda Streifel	45.00	0
13183	07/03/2012	JUN001	Junior Library Guild	2,736.00	0
13184	07/03/2012	KEI001	Keith's Security World	79.47	0
13185	07/03/2012	KEL002	Kelley Blue Book	74.82	0
13186	07/03/2012	LAB002	Labor Ready Midwest Inc	111.92	0
13187	07/03/2012	LAK002	Lake Agassiz Babe Ruth	975.00	0
13188	07/03/2012	LEA002	League of MN Cities	35,942.67	0
13189	07/03/2012	LIB001	Liberty Business Systems	77.40	0
13190	07/03/2012	LIT001	Lithia Payment Processing	33.60	0
13191	07/03/2012	LUM001	Lumber Mart	12.37	0
13192	07/03/2012	LUN001	Luneth Plumbing & Heating	90.00	0
13193	07/03/2012	M&W001	M&W Services	5,558.82	0
13194	07/03/2012	MAR004	Marco	40.63	0
13195	07/03/2012	MAR001	Marco Inc	305.51	0
13196	07/03/2012	MCF001	McFarlane	875.00	0
13197	07/03/2012	MIC001	Micro-Marketing LLC	440.89	0
13198	07/03/2012	MID003	Midcontinent Communications	53.89	0
13199	07/03/2012	MID006	Midwest Specialty Sales Inc	3,163.05	0
13200	07/03/2012	MIK001	Mike's Pizza	42.09	0
13201	07/03/2012	MIN005	Minitex	498.00	0
13202	07/03/2012	MND006	VOID****VOID****VOID*** MN I	2,088.00	0
13203	07/03/2012	MND009	MN Drivers & Vehicle Services	150.50	0
13204	07/03/2012	MNP002	MN Pollution Control Agency	23.00	0
13205	07/03/2012	MOO001	Moorhead Babe Ruth	225.00	0
13206	07/03/2012	MOT001	Motion Industries Inc	591.27	0
13207	07/03/2012	ORE001	O'Reilly Auto Parts	362.24	0
13208	07/03/2012	OLD001	Old Dominion Brush	1,219.44	0
13209	07/03/2012	OPP001	Opp Construction	1,000.80	0
13210	07/03/2012	ORC002	Roger Orchard	6,404.31	0
13211	07/03/2012	OVE001	Overhead Door Co	746.60	0
13212	07/03/2012	PAR006	Paraclete Press, Inc.	49.95	0
13213	07/03/2012	PAR005	Paras Contracting	56,508.79	0
13214	07/03/2012	PDQ001	PDQ Sanitary Services	120.00	0
13215	07/03/2012	POL015	Polk County Administrator	28,976.00	0
13216	07/03/2012	POL002	Polk County Auditor Treasurer	115.50	0
13217	07/03/2012	POP001	Popular Subscription Service	797.21	0
13218	07/03/2012	POW001	Power Equipment Shop	2,584.65	0
13219	07/03/2012	PRA001	Praxair Distribution	130.90	0
13220	07/03/2012	QUI001	Quill Corp	476.06	0
13221	07/03/2012	ZAV001	RJ Zavoral & Sons	77,633.37	0
13222	07/03/2012	RMB001	RMB Environmental Lab Inc	43.00	0
13223	07/03/2012	RUC001	Rockhurst University Continuing Educ	199.00	0
13224	07/03/2012	RYA004	Ryan Contracting	40,945.50	0
13225	07/03/2012	SFP001	SafetyFirst Playground Surfacing	885.07	0
13226	07/03/2012	SCH024	Tim & Kate Schuh	500.00	0
13227	07/03/2012	SGC001	SGC Horizon LLC	239.75	0
13228	07/03/2012	BSN001	Sport Supply Group, Inc	3,846.41	0
13229	07/03/2012	SPR002	Spray Advantage	11.49	0
13230	07/03/2012	STU001	Stuart's Towing	85.50	0
13231	07/03/2012	SUN001	Sunshine Terrace	83.15	0
13232	07/03/2012	TRF001	Thief River Falls Baseball Association	175.00	0
13233	07/03/2012	TON002	Tony Anderson Construction	63,319.52	0
13234	07/03/2012	TRA003	Trans Alarm Security Services	1,265.60	0
13235	07/03/2012	TRU001	True Temp	60.00	0
13236	07/03/2012	ULT001	Ultramax	592.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
13237	07/03/2012	UNU001	Unum Life Insurance of America	627.30	0
13238	07/03/2012	USB001	US Bank	177,350.00	0
13239	07/03/2012	USP002	USPS Postmaster	86.00	0
13240	07/03/2012	VAL002	Valley Truck	21.01	0
13241	07/03/2012	VFW002	VFW Post 1874	1,210.00	0
13242	07/03/2012	VIL001	Vilandre Heating & A/C	119.67	0
13243	07/03/2012	WAT001	Water & Light Department	19,736.90	0
13244	07/03/2012	WID001	Widseth Smith Nolting & Associates	31,347.25	0
13245	07/03/2012	WIZ001	Wizard's Enterprises Inc.	490.00	0
13246	07/03/2012	XCE001	Xcel Energy	1,622.46	0
13247	07/03/2012	HIG001	Paul Zavoral	1,500.00	0
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Check Total:				626,181.72	
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