

**AGENDA
CITY COUNCIL MEETING
CITY OF EAST GRAND FORKS
OCTOBER 16, 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” and “Closed Meeting” for the East Grand Forks, Minnesota City Council of October 2, 2012.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of October 9, 2012.

SCHEDULED BID LETTINGS:

3. Consider adopting Resolution No. 12-10-103 accepting and awarding the bid for improvements to RJ Zavoral & Sons for 2012 Assessment Job No. 4 – Utilities and Street Construction – Riverview 10th Addition for a bid price of \$361,801.00.

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

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

4. Consider approving the Memorandum of Agreement between Northland Community and Technical College and the City of East Grand Forks Fire Department.

5. Consider adopting Resolution No. 12-10-104 a Resolution to enter into a Master Partnership Contract with the Minnesota Department of Transportation.
6. Consider awarding the crack sealing job to Northwest Asphalt and Maintenance for sealing approximately 100,000 feet on various streets around town.
7. Consider approving the purchase of two new, 6 horsepower ABS pumps from Minnesota Pump Works for replacing the pumps in lift station #8.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

8. Regular meeting minutes of the Water, Light, Power and Building Commission Meeting for August 16, 2012.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

9. Consider approving a lease agreement with Butler Machinery Company for a motor grader for \$2,565.00 per month plus \$66.00 per hour for a minimum of four months.
10. Consider adopting Resolution No. 12-10-105 accepting the proposal from Indepth Inspection to provide Building Inspection Services for the City of East Grand Forks.

CLAIMS:

11. Consider adopting Resolution No. 12-10-106 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 14081 for a total of \$813.84 whereas Council Member Buckalew is personally interested financially in the contract.
12. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

ADJOURN:

Upcoming Meetings:

- Budget Session – October 17, 2012 – 5:00 PM - Library
- Work Session – October 23, 2012 – 5:00 PM – Training Room
- Budget Session – October 24, 2012 – 5:00 PM Police Department
- Budget Session - October 31, 2012 – 5:00 PM – Fire Department
- Election Day – November 6, 2012
- Budget Session – November 8, 2012 – 5:00 PM Public Works Department

**UNAPPROVED
MINUTES OF THE
EAST GRAND FORKS
CITY COUNCIL CLOSED MEETING
OCTOBER 2, 2012 - 4:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for October 2, 2012 was called to order by Council President Buckalew at 4:00 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.

DETERMINATION OF A QUORUM

The Council President Determined a Quorum was present

1. Discussion of Litigation. Closed session is to be performed the exception to the open meeting law for Attorney-Client privilege Minn. Stat. §§ 13.01; 13D.05, subd. 3(b).

ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADJOURN THE OCTOBER 2, 2012 CLOSED MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 4:52 P.M.

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

Voting Nay: None.

**UNAPPROVED
MINUTES OF THE
EAST GRAND FORKS
CITY COUNCIL MEETING
OCTOBER 2, 2012 - 5:00 P.M.**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for October 2, 2012 was called to order by Council President Buckalew at 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: DO NOT READ

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Brad Bail, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, Planning & Zoning; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Megan Nelson, Administrative Assistant; Jim Richter, EDHA Director; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

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

Mr. Robert Gilleland, 523 4th Ave NE, would like to see if the council could do something about the train. It is very loud. The mayor added they must have gotten a new whistle, it is much louder than it used to be. The council may need to look into seeing what can be done. Mr. Pokrzywinski also added that the council had a chance to at one time for a rather reasonable amount but majority of the council voted against it.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of September 18, 2012.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of September 25, 2012.

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

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

Voting Nay: None.

SCHEDULED BID LETTINGS:

3. Consider accepting and awarding the bid for 2012 Assessment Job No. 4 – Utilities and Street Construction.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ACCEPTING AND AWARDING THE BID FOR 2012 ASSESSMENT JOB NO. 4 – UTILITIES AND STREET CONSTRUCTION TO RJ ZAVORAL FOR A BID PRICE OF \$361,801.39.

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

Voting Nay: None.

Abstain: Demers

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA: NONE

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.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

4. Regular meeting minutes of the Water, Light, Power and Building Commission Meeting for August 16, 2012.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

5. Consider approving the BCTGM Local 167G Application for Private Use of Public Streets.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE BCTGM LOCAL 167G APPLICATION FOR PRIVATE USE OF A PUBLIC STREET.

Council Member Leigh stated he would follow the city attorney's recommendation not to approve the application for numerous reasons and added there are other alternatives for this group to look into

Voting Aye: Tweten,

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

6. Consider approving Jack R Anderson & Sons Painting to paint at the Civic Center for the total amount of \$14055.05 for painting various areas including the high school locker room.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE JACK R ANDERSON & SONS PAINTING TO PAINT AT THE CIVIC CENTER FOR THE TOTAL AMOUNT OF \$14055.05 FOR PAINTING VARIOUS AREAS INCLUDING THE HIGH SCHOOL LOCKER ROOM.

Mr. Aker informed the council all of areas that were being touched up which includes the high school locker room since the school is redoing the tiling along with some plumbing work.

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

Voting Nay: None.

CLAIMS:

7. Consider adopting Resolution No. 12-10-102 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 13976 for a total of \$344.74 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADOPT RESOLUTION NO. 12-10-102 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 13976 FOR A TOTAL OF \$344.74 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

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

Voting Nay: None.

Abstain: Buckalew

8. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of

recommended bills and payroll.

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

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

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Stauss reminded the council of the swimming pool meeting taking place after the council meeting and that the council should attend if they could.

Council Member Tweten told the council this year the city has had one of its better building years and they should compare what happens during a year a presidential election will be held to other years.

Council Member Leigh told the members running for re-election to check and make sure their campaign signs hadn't blown away.

City Administrator/Clerk-Treasurer also reminded the council of the public forum taking place after the council meeting, the meeting at 2:00 pm Wednesday afternoon with Ballard King & Associates, and that he will be out of the office at a conference next week.

Mr. Aker informed the council that all of the meetings Ballard King & Associates have had with different groups of the community have gone really well. He has learned things and hopes that he has taught them a few things too.

Mr. Boyce informed the council that a contractor had gone through a wire and the repairs should be completed within an hour or two.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO ADJOURN THE OCTOBER 2, 2012 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:17 P.M.

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

Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED
MINUTES OF THE
CITY COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
OCTOBER 9, 2012 - 5:00 PM**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for October 9, 2012 was called to order by Craig Buckalew, Council President at 5:00 PM

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, and Mike Pokrzywinski.

STAFF PRESENT: DO NOT READ

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Dan Boyce, Water & Light Manager; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Gary Larson, Interim Fire Chief; Megan Nelson, Administrative Assistant; Jim Richter, EDHA Director; and Jason Stordahl, Public Works Superintendent.

DETERMINATION OF A QUORUM:

1. Memorandum of Agreement Between Northland Community and Technical College and the East Grand Forks Fire Department – Ron Galstad and Gary Larson

Mr. Larson informed the council that everything has been checked over including the insurance so students in the fire fighter program at Northland Community and Technical College would be allowed to go on ride-alongs with the East Grand Forks Fire Department. Mr. Galstad explained to the council how a few things had to be changed to meet state and federal standards but the college agreed with the changes. The council members asked a few questions about what these students would actually be doing. Mr. Larson informed the council the students would be there to observe, at the very most help with something very basic when going out on calls.

2. Winter Lease Equipment – Jason Stordahl

Mr. Stordahl informed the council of the need to lease a motor grader for the winter. He already had collected the quotes. Each of the quotes that came back were prepared a little different but after reviewing them Butler sent in the best lease agreement proposal. Council member Tweten also asked if there was someone we could contract with for back up if there was a very large snow event. Mr. Stordahl informed the council that has been done in the past and he is currently working on a proposal to present to the council for that purpose.

3. 2012 Crack Sealing – Jason Stordahl

Mr. Stordahl told the council there is 100,000 feet of cracks that need to be sealed to help prolong the life of the streets. There is still money in the 2012 budget for this project. After collecting quotes Mr. Stordahl recommended Northwest Asphalt and Maintenance. Their quote was the lowest and they do quality work.

4. 2012 Pump Replacement – Jason Stordahl

Mr. Stordahl explained the life expectancy for lift station pumps are typically 10 to 20 years. All of the pumps the city were put in after the flood of 1997. There is maintenance schedule put in place for the continued servicing of the pumps but eventually they are going to have to be replaced. Lift #8 would need to be the first lift to have the pumps replaced and set up a pump replacement schedule for the years to follow. After looking into the different pumps available Mr. Stordahl changed his recommendation from the Flygt Pumps to the ABS pumps for numerous reasons. There was more discussion about the current smelly situation coming from the area around Lift #1 and what is being done about it. Many things have been tried but no success. There is going to be some testing done this week to see where the problem is coming from.

5. Library Board Update – Mike Pokrzywinski

Council member Pokrzywinski informed the council that the library roof project is now complete and the project did come in under budget. He turned it over to Ms. Helgeson who updated the council on what has been going on at the library. The new software is up and running. Everything is working properly and the staff is very pleased with the system. The HVAC system is now working properly so there aren't any more hot or cold spots in the building. Ms. Helgeson also explained how E-books circulation has steadily increased, the seven "thin" computers server needs to be updated so they have audio, and lastly that the laptops that are used continuously by patrons of the library are going to need replacement. After some questions from the council Mr. Pokrzywinski finished with recognizing the Eagles Club for donating \$5000.00 to the library and the Friends of the Library Group for being an active, passionate group that help the library keep progressing.

ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADJOURN THE OCTOBER 9, 2012 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:44 P.M.

Voting Aye: Demers, Vonasek, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski

Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer

RESOLUTION NO. 12 – 10 – 103

RESOLUTION AUTHORIZING BUDGET 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. 4 – Utilities and Street Construction (Riverview 10th Addition) bids were received, opened and tabulated according to law.

AND WHEREAS, the City Council awarded the contract to RJ Zavoral & Sons at the October 2, 2012 Council Meeting.

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. 4 – Utilities and Street Construction (Riverview 10th Addition) 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 expenses in the following accounts of the Assessment Jobs Fund are hereby increased by the following amounts:

414-43-143-43030	Engineering (12AJ4)	\$50,652
414-43-143-45300	Construction (12AJ4)	\$361,801
414-43-143-44300	Miscellaneous (12AJ4)	\$39,798

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: October 16, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of October, 2012.

Mayor

STATE OF MINNESOTA
 MINNESOTA STATE COLLEGE AND UNIVERSITIES
 MEMORANDUM OF AGREEMENT
 BETWEEN
 NORTHLAND COMMUNITY AND TECHNICAL COLLEGE
 AND
 EAST GRAND FORKS FIRE DEPARTMENT

This Agreement is entered into between State of Minnesota acting through its Board of Trustees of the Minnesota State College and Universities, on behalf of **NORTHLAND COMMUNITY AND TECHNICAL COLLEGE** (hereinafter “the College/University”) and **EAST GRAND FORKS FIRE DEPARTMENT, 415 4TH ST. NW, EAST GRAND FORKS, MN 56721** (hereinafter “the Facility”).

This Agreement, and any amendments and supplements thereto, shall be interpreted pursuant to the Laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established the HEALTH & HUMAN SERVICE PROGRAMS listed in I.A. below for qualified students preparing for and/or engaged in health and human service careers; and

WHEREAS, the Board of Trustees of the Minnesota State College and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable facilities for the educational needs of the listed health and human service career program(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish a clinical experience/internship (“clinical experience”) program for students enrolled in the College/University.

NOW, THEREFORE, It Is Mutually Agreed By And Between The Parties:

I. COLLEGE/UNIVERSITY RESPONSIBILITIES

- A. The College/University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering the following programs: **Cardiovascular Technology, Early Childhood & Paraprofessional, Emergency Medicine Technician, Fire Technology, Firefighter-Paramedic, Health & Fitness Specialist, Certificate, Intensive Care Paramedic, Nurse Assistant, Nurse Refresher, Nursing, AS, Occupational Therapy Assistant, Pharmacy Technology, Diploma & AAS, Phlebotomy, Physical Therapist Assistant, Practical Nursing, Diploma & AAS, Radiologic Technology, Respiratory Therapist, Surgical Technology.** The programs are approved or accredited by the following agencies:

Cardiovascular Technology	Commission on Accreditation of Allied Health Education Programs (CAAHEP) In cooperation with the Joint Review Committee on Education in Cardiovascular Technology
Emergency Medicine Technician	Minnesota Emergency Medical Services Regulatory Board
Nursing, AS	Minnesota Board of Nursing
Nurse Assistant	MN Department of Health
Nurse Refresher	Minnesota Board of Nursing and North Dakota Board of Nursing
Occupational Therapy Assistant	Accreditation Council for OT Education Of the American Occupational Therapy Association
Intensive Care Paramedic	Minnesota Emergency Medical Services Regulatory Board Commission on Accreditation of Allied Health Education Programs (CAAHEP) In cooperation with the Committee on Accreditation of Education Programs for The Emergency Medical Services Professions
Pharmacy Technology	American Society of Health Systems Pharmacists
Phlebotomy	Minnesota State Colleges and Universities
Physical Therapist Assistant	Commission on Accreditation in Physical Therapy Education
Practical Nursing, Diploma & AAS	Minnesota Board of Nursing
Radiologic Technology	Joint Review Committee on Education in Radiologic Technology (JRCERT)
Respiratory Therapist	Commission on Accreditation for Respiratory Care
Surgical Technology	Commission on Accreditation of Allied Health Education Programs (CAAHEP) In cooperation with the Accreditation Review Council on Education in Surgical Technology and Surgical Assisting

- B. The College/University will assume responsibility for the supervision of its students during the clinical experience at the Facility. The College/University will provide its faculty to effectively implement the clinical experience at the Facility or collaborate with the Facility to appoint clinical experience supervisor(s). The clinical experience faculty so assigned or appointed will hold current licensure, registration or certification valid in the State of Minnesota and/or North Dakota.
- C. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experience. The College/University faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the College/University and the Facility.
- D. The College/University will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the College/University in cooperation with the Facility's designated representative(s).

- E. The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- F. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience at the Facility.
- G. The College/University will inform its faculty and the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.
- H. The College/University will maintain a record of students' health screening data and current immunization dates and shall obtain student permission to submit data regarding their health status to the Facility.
- I. The College/University agrees and represents that it will require all students and faculty to have completed a background study in accordance with applicable law and regulations, as a pre-condition to participation in the clinical experience. College/University will not assign a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

II. FACILITY RESPONSIBILITIES

- A. The Facility will have current accreditation by the Joint Commission on Accreditation of Health Care Organizations or any other appropriate and required accrediting body.
- B. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the College/University before taking any action to terminate the participation of a student.
- C. The Facility will provide the College/University access to its policies and regulations which relate to the clinical experience.
- D. The Facility will permit the College/University faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.
- E. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with College/University faculty, for planning with College/University faculty, and for such other assistance as shall be mutually agreeable.
- F. When available, physical space such as offices, conference rooms and classrooms of the Facility may be used by the College/University faculty and students who are participating in the clinical experience program.
- G. The College/University faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.

- H. The Facility will make locker or cloak room facilities available for the College/University faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- I. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of College/University faculty and students who are participating in the clinical experience program. The Facility will permit College/University faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.
- J. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.
- K. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

III. MUTUAL RESPONSIBILITIES

- A. The College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies and regulations before the College/University assigns its faculty to the Facility.
- B. HIPAA. Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University students and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The College/University students and faculty are not, and shall not be construed to be employees of the Facility.

The College/University shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the College/University shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

- C. Personnel of the College/University and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
 1. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
 2. Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;

3. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
4. Communication about jointly planning and sponsoring inservice or continuing education programs (if appropriate);
5. Communication to identify areas of mutual need or concern;
6. Communication to seek solutions to any problems which may arise in the clinical experience program; and
7. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the College/University's health and human service programs curriculum.

D. INSURANCE

Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

Commercial General Liability Insurance

The College/University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

The Facility will maintain Commercial General Liability insurance in conformance with Tort Claims limits as set forth in Minn. Stat. 466.04, Subd. (1)(a)(7) with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

Professional Liability Insurance

The College/University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$2,000,000 each claim and \$5,000,000 aggregate.

The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$5,000,000 aggregate.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

Additional Conditions:

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The College/University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the College/University, not to students.

IV. REQUIREMENTS OF STUDENTS

- A. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health screening to the College/University and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health screening shall be limited to a TB test or chest x-ray, verification of immunity for rubeola, rubella and mumps, tetanus-diphtheria, varicella, and Hepatitis B or a signed waiver of immunization.

A list of those students with verification of the TB test results, the required immunization and/or waiver may, at the request of the Facility, be provided to the Facility.

- B. Students participating in the clinical experience program are encouraged to carry their own health insurance.
- C. Students participating in the clinical experience program are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.

V. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of all charges attributable to their individual emergency medical care at either the Facility or the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.
- C. The Facility shall follow, for College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- D. College/University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their College/University and to the Facility. Before returning to the Facility, such a College/University faculty member or student must submit proof of recovery to the College/University or Facility, if requested.

VI. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, 3.736 and other applicable law.

The facility shall be governed by the provisions of Chapter 466, Tort Liability, Political Subdivisions and other applicable law.

VII. TERM OF AGREEMENT

This Agreement is effective on the later of **October 1, 2012**, or when fully executed, and shall remain in effect until **September 30, 2017**. This Agreement may be terminated by either party at any time upon one

year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

VIII. FINANCIAL CONSIDERATION

- A. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- B. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

IX. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

X. ASSIGNMENT

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

XI. STATE AUDIT

The books, records, documents, and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

XII. DATA PRIVACY

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this clause by either the Facility or the College/University.

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

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to use and disclosure of education records that are created or maintained under this Agreement.

XIII. OTHER PROVISIONS (attach additional page(s) if necessary)

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

APPROVED:

1. FACILITY

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

2. *NORTHLAND COMMUNITY AND TECHNICAL COLLEGE*

By (authorized signature)
Title: Brian Huschle, Ph.D., Dean of Academic Affairs
Date

By (authorized signature)
Title
Date

Memorandum of Agreement
1602111
Revised 4/2011

RESOLUTION NO. 12 – 10 - 104

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

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, Mn/DOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the City of East Grand Forks enter into a Master Partnership with the Minnesota Department of Transportation, a copy of which as before the Council.
2. That the proper City officers are authorized to execute such contract and any amendments thereto.
3. That the City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts, may provide for payment to or from Mn/DOT, and that the City Engineer may execute such work order contracts on behalf of the City without further approval by this Council.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: October 16, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of October, 2012.

Mayor

**STATE OF MINNESOTA
AND
CITY OF EAST GRAND FORKS
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the "State" and the City of East Grand Forks acting through its City Council, hereinafter referred to as the "Local Government".

Recitals

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes §§15.061, 471.59 and 174.02.
2. Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this Contract is a "road authority" as defined by Minnesota Statutes §160.02 (subd. 25).
4. Minnesota Statutes Section 161.39, subdivision 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minnesota Statutes §174.02 (subd. 6) authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a "Work Order" contracts.
7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Contract

1. **Term of Master Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2017.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity and Endorsement; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:
 - 2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Pavement Condition Data, Materials Testing and Carcass Removal.
 - 2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minnesota Statutes §16C.08 (subd. 1) professional/technical services "means services that are intellectual in character, including

consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task". Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, CRS-2 road oil, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must

be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

4. Responsibilities of the Providing Party

The party requesting the work will be referred to as the "Requesting Party" and the party performing the work will be referred to as the "Providing Party". Each work order will set forth particular requirements for that project/engagement.

- 4.1. **Terms Applicable to ALL Work Orders.** The terms in this section 4.1 will apply to ALL work orders.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minnesota Statutes Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State's option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.

- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts
- 4.3.7. If the providing party is a Local Government, the Local Government will, without cost or expense to the State, obtain all rights of way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the Local Government will furnish the State with certified copies of the documents for rights of way and easements, construction permits and other permits and sanctions required for State cost participation construction covered under this Agreement.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
- 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no

liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

- 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
- 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.
- 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$100,000.00.

7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment.**

7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT.**

7.4.2.3. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number (02218)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. **Payment by the State.**

7.4.3.1. **Generally.** The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 5(b), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. **Conditions of Payment**

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

- 9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.
- 9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

- 10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.
- 11.2. *Amendments.* Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. *Waiver.* If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. *Contract Complete.* This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minnesota Statutes chapter 466 and other applicable law. The State's liability is governed by Minnesota Statutes section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minnesota Statutes §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minnesota Statutes §471.59 subdivision 1a will apply to any work undertaken under this Master Contract and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

14. Government Data Practices and Intellectual Property

14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

14.2. **Intellectual Property Rights**

14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. **Obligations with Respect to Intellectual Property.**

14.2.2.1. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. **Affirmative Action**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minnesota Statutes §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 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 Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the 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 ("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.
- 15.3. **Minn. R. Parts 5000.3400-5000.3600.**
 - 15.3.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 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 Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 15.3.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
 - 15.3.2.1. 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.
 - 15.3.2.2. 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.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota

Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.4. 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.

15.3.2.5. 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 Statutes Section 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.

15.3.3. *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 the State.

15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363.073 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minnesota Statutes §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minnesota Statutes §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

17. Publicity

17.1. *Publicity.* Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. *Data Practices Act.* Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- 20. Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: 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 of 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.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this Master Contract and any work order 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 or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. § 270.66, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state

obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____

Request for Council Action

Date: 10-2-2012

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

Cc: File

From: Jason Stordahl

RE: 2012 Crack Sealing

Consider approving the request to approve:

Crack seal approximately 100,000 feet of cracks. This is budgeted in 2012 street repair (101-43-120-45300)

OPP Construction .46/LF

Northwest Asphalt and Maintenance .43/LF

Recommendation: Award job to Northwest Asphalt and Maintenance for .43/LF

Northwest Asphalt & Maintenance

26045 290th ave ne
Goodridge, MN 56725

Estimate

Date	Estimate #
3/20/2012	38

Name / Address
City of East Grand Forks Attr: Crack Seal Bid from Northwest Asphalt

Project

Description	Qty	Rate	Total
<p>Our process of crack sealing goes in this order. First we router out all cracks to a depth of 3/4 inch by 3/4 wide. Then we blow all debris from cracks with compressed air, so cracks are clean. We will use a heat lance to dry cracks. When cracks are dry and clean we fill them with a hot crafcro rubberized sealant that meets MN Dot Spec #3723. It works very well and is very durable. When the rubber has been applied we paper the hot rubber to protect until dry.</p> <p>This estimate is by the foot</p> <p>Standard 1yr warranty</p> <p>Payment within 30 days of completion</p>		0.43	0.43
<p>Please call Jason Kangas with any questions. 218-686-5824. Fax# is 218-378-4672</p>			<p>Total</p> <p>\$0.43</p> <p><i>\$ 21,500</i></p>



Offices:
Grand Forks, ND
Fargo, ND

Hwy 81 N • P.O. Box 13530 • Grand Forks, ND 58208-3530 • Phone 701-775-3322 • Fax 701-795-7020

QUOTATION
CITY OF EAST GRAND FORKS
Crack Seal

May 11, 2012

Description	unit	QTY	Unit \$	Total
Hot pour crack seal	LF	50,000	0.46	23,000.00
route & seal concrete	LF	1	3.00	
route & seal asphalt	LF	1	2.20	

Clarification:

Clean and seal cracks & joints with spec hot pour material

All work to MNDOT & EGF Specs

Greg Opp

BUILD WITH THE BEST

"An Equal Opportunity Employer"
2010 national 1st place safety excellence award winner



Request for Council Action

Date: 10/2/2012

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

Cc: File

From: Jason Stordahl

RE: 2012 Pump Replacement

With regularly scheduled preventative maintenance, a lift station pump life expectancy could be anywhere from 10 to 20 years. Many of our sanitary lift station pumps fall into that year range. I would like to start a replacement schedule, so that we don't end up having to replace all our pumps at one time.

Lift station 8 contains two of our oldest pumps. They are still functional but are not operating at 100 percent, and we are starting to have problems with them. It is only a matter of time before they fail. I received price estimates for two new pumps.

Electric Pump (Flygt Pump) \$5,463 per pump

Minnesota Pump Works (ABS Pump) \$4,370 per pump

Recommendation: Purchase two new ABS pumps from Minnesota Pump Works to replace the two worn pumps at lift station 8, for \$8,740.

QUOTATION



201 4th Ave SW
New Prague, MN 56071 USA

Telephone: (952)758-6600 / FAX (952)758-7778
Toll Free 1-800-536-5394

www.electricpump.com

QUOTE NUMBER: 0162454
QUOTE DATE: 8/24/2012
REQUESTED DATE: 9/24/2012

SALESPERSON: JEFF JANIKSELA
CUSTOMER NO: 0012080
QUOTED BY: MKH
LS #8 PUMPS

QUOTED TO:
CITY OF EAST GRAND FORKS
1001 2ND STREET NE
EAST GRAND FORKS, MN 56721

JOB LOCATION:
CITY OF EAST GRAND FORKS
LS #8
EAST GRAND FORKS, MN 56721

COPY

CONFIRM TO:
BERT ROBERTS 701-739-1901

*** QUOTE ORDER - DO NOT PAY ***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
			NET 30 DAYS

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
-------------	------	---------	---------	------------	-------	--------

DEAR BERT,
THANK YOU FOR THE OPPORTUNITY TO WORK WITH YOU ON
NEW FLYGT PUMPS FOR LS #8.
THE PUMPS THAT ARE CURRENTLY IN LS # 8 ARE 3 HP/208V/3PH.
I HAVE QUOTED BOTH A 5 HP AND 7.5 HP WITH THE N STYLE
IMPELLER.
****PLEASE VERIFY VOLTAGE AT STATION. ALSO, PANEL
BREAKERS & HEATERS MAY NEED TO BE CHANGED TO
ACCOMMODATE LARGER HP****

ELECTRIC PUMP IS PLEASED TO OFFER:

0031020900771	EACH	2.00	0.00	0.00	5,463.00	10,926.00
OPTION #1: FLYGT 5 HP PUMP NP462-4 5/208/3 50' FM FLS FV+GPH						

0031270902093	EACH	2.00	0.00	0.00	7,074.00	14,148.00
OPTION #2: FLYGT 7.5 HP NP489-4 7.5/208/3 50' FM FLS+FV GPH						

FREIGHT IS ADDITIONAL. STANDARD DELIVERY IS 9-11 WEEKS.

PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS OR WISH
TO PROCEED WITH AN ORDER.

SINCERELY--MYRA HOFFMAN 800-211-6432
CC: JEFF JANIKSELA 612-867-6219

Net Order:	25,074.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	1,723.84
Order Total:	26,797.84

ABOVE PRICING EFFECTIVE FOR 30 DAYS



P: 855-228-6383

F: 866-961-5085

Email: chrisd@minnesotapumpworks.com

Bid Date: 10/9/12
To: City of East Grand Forks, MN
Ref: Lift Station #8 Pump Upgrades
Attn: Bert Roberts
Email: broberts@eastgrandforks.net

In reference to the above project, Iowa Pump Works is pleased to submit the following pricing for your review.

Pumps & Accessories:

7.5HP Option

Qty 2: ABS Model XPF100E CB1-PE56/4 Non Clog Submersible Pumps complete with 1-Vane Contrablock Plus Impeller, Seal Fail, 7.5HP Explosion Proof Motor Rated for 208V/3PH power. Each pump to deliver apx. 493 GPM @ 36 TDH. Pumps will be supplied with 49 feet of cable, a Flygt Slide Rail Adapter & ABS Seal minder Relay for Seal Fail Indication.

\$9,244.00

Total Quote, freight included:

6HP Option

Qty 2: ABS Model XPF100E CB1-PE45/4 Non Clog Submersible Pumps complete with 1-Vane Contrablock Plus Impeller, Seal Fail, 6HP Explosion Proof Motor Rated for 208V/3PH power. Each pump to deliver apx. 437 GPM @ 29TDH. Pumps will be supplied with 49 feet of cable, a Flygt Slide Rail Adapter & ABS Seal minder Relay for Seal Fail Indication.

\$8,740.00

4,370⁰⁰ ea

Total Quote, freight included:

Please review curves attached. Customer will be responsible to install seal minder relays and upgrade controls to handle larger HP requirements. Installation assistance is available at no charge as a sales consideration. Please contact AJ Anderson @ 701-361-9822 to coordinate. Anything not specifically quoted will be by others. I.E - storage & handling, electrical j-boxes, anchor bolts, piping, wet well, valves, conduits & wiring. Please feel free to call with any questions.

Thank you for your consideration.

Sincerely,

Christa Dennis
Project Estimator

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held September 20, 2012 at 5:00 P.M.

Present: Ogden, Brickson, Tweten

Absent: Quirk

It was moved by Commissioner Brickson second by Commissioner Tweten that the minutes of the previous meeting of September 6, 2012 be approved as read.

Voting Aye: Ogden, Brickson, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Brickson to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,170,751.43.

Voting Aye: Ogden, Brickson, Tweten

Voting Nay: None

CHECK NO	VENDOR	DESCRIPTION	AMOUNT
506524	CenturyLink	Phones / Sep 8 - Oct 7	490.23
506525	AmeriPride Services	Cleaning supplies/services	354.27
506526	Aqua-Pure Inc	Water chemicals	12,463.50
506527	Berger Bryan	Rebate/ appliances	225.00
506528	Border States Electric	Supplies	255.76
506529	Boyce Dan	Expenses	501.73
506530	CO2 Systems Inc	Contracted services	1,500.00
506531	Commissioner of Revenue	Sales; use; grbg surchrg	54,024.00
506532	Cremers Greg	Rebate / central air conditioner	200.00
506533	DPC Industries Inc	Water chemicals	675.75
506534	EGF City	Transfer	412,933.23
506535	Florian & Sons Excavating	Repairs	280.00
506536	Gaffaneys	Supplies	31.13
506537	Galstad Jensen & McCann	Legal fees / Aug	1,072.50
506538	GF Herald	Advertising	330.00
506539	GF Thur-O-Clean	Janitorial services / July	468.91
506540	Gopher State One-Call	Locates / Aug	253.75
506541	Graff Casey	Refund Check	105.86
506542	Grand Forks Utility Billing	Water tests	440.00
506543	Green Acres	Comm rebate / lighting	19,375.87
506544	Hardware Hank	Supplies	362.70
506545	Hawkins Inc	Water chemicals	298.60
506546	HeatShare	Donation - HeatShare	2,000.00
506547	Holiday Credit Office	Fuel	289.01
506548	Home of Economy	Supplies	206.59
506549	House of Vacuums	Supplies	281.81
506550	Independent Emergency Serv	911 service - Sep	18.35
506551	KBM Inc	Professional fees	16,287.90
506552	Keith's Security World	Supplies	107.22
506553	Lamaack Clayton	CIP/storm windows	500.00
506554	League of MN Cities Ins Trust	Liability / property insurance	17,530.65
506555	Leighton Broadcasting	KGFK Advertising / Aug	580.00
506556	Lyons Auto Supply	Supplies	4.39
506557	Mayo Mfg Inc	Repairs	177.47

506558	Midcontinent Communications	Internet & phones	1,527.90
506559	Midwest Refrigeration	Contracted service	122.00
506560	MMPA	Energy / demand	604,619.77
506561	MN Dept of Commerce	Indirect assessment	2,733.24
506562	Northern Plumbing Supply	Supplies	246.27
506563	O'Reilly Auto Parts	Supplies	10.67
506564	Ornamental Iron Company	Contracted service	631.94
506565	Pankow William	Refund Check	91.67
506566	Parent Daniel & Samantha	Refund Check	50.01
506567	Pitney Bowes	Equip lease / Jun - Sep	560.46
506568	Potter Joseph	Rebate / appliances	250.00
506569	Rapacz Randy	Expenses	340.53
506570	Red Wing Shoe Store	Safety boots / Troitte	100.00
506571	Rerick Jamie	Refund Check	39.78
506572	Resco	Inventory	1,169.64
506573	Rydell Chevrolet	Maintenance	50.69
506574	Salvhus Dorothy	CIP / insulate attic	500.00
506575	Stuart C Irby Co	Contracted service	430.21
506576	Tesoro	Fuel	145.29
506577	TigerDirect Inc	Equipment	652.61
506578	Vilandre Heating & A/C	Water fountain VFW	3,576.00
506579	Water & Light Department	Utilities & rebates	2,624.16
506580	Xcel Energy	Gas utilities	27.52
506581	Xcel Energy	Facilities / distribution	5,624.89
TOTAL			<u><u>\$1,170,751.43</u></u>

It was moved by Commissioner Brickson second by Commissioner Tweten to approve the continuing participation in the existing Joint Funding agreement for the real-time water quality monitoring station.

Voting Aye: Ogden, Brickson, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Brickson to adjourn to the next regular meeting on October 4, 2012 at 5:00 P.M.

Voting Aye: Ogden, Brickson, Tweten

Voting Nay: None

Lori Maloney
Sec'y

Request for Council Action

Date: 10/2/2012

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

Cc: File

From: Jason Stordahl

RE: Winter Equipment Lease

Background and supporting documentation of request: The Public Works Department leases a motor grader for snow removal each year.

I received quotes for rental of a motor grader with snow wing from RDO (John Deere), Ziegler Cat, and Butler Cat.

RDO (Grand Forks)- \$8,600 monthly for 40 hours per week. Plus \$1,700 wing installation prep charge.

Ziegler (Crookston)- \$4,900 monthly (up to 100 hours) plus \$45/hour every hour after 100 hours.

Butler (Grand Forks)- \$2565 monthly, plus \$66 per hour.

Recommendation: Approve lease agreement with Butler.

Good morning Jason

The rental of a 140M AWD would be \$1,310 month based on 0 hours and would be \$55 @ hour for usage

Add a snow wing at \$1,255 for a month based on 0 hours and add \$11 @ hour for usage

Based on availability

Minimum 4 month rental

Thanks

Clay Smaaladen | Butler Machinery Company | Customer Account Technician

1201 S 46th St | Grand Forks, ND 58201 | P 701.780.7771 | C 701.739.0888 | F 701.780.7777

Butler Values | Our Team • Customer Driven • Accountability • Integrity • Excellence

www.butlermachinery.com



Rental Agreement

GF487937

RDO EQUIPMENT CO. 6565 Gateway Drive, Grand Forks, ND 58203
 Phone: (701) 772-4842 Fax: (701) 772-9620

Invoice To:

CITY OF EAST GRAND FORKS (Lessee)
 600 DEMERS AV.
 EAST GRAND FORKS, MN 56721
 ID: 8000126

Location of Use:
 EAST GRAND FORKS MN
 POLK
 119

The following equipment, term, start, and end dates are all approximated and subject to change. RDO Equipment Co. reserves the right to replace equipment with "like" equipment at any time. Applicable taxes to apply.

Year/Make/Model	Serial Number	#	Term	Rate	Start	Est. End	Retail
△ 2012 JOHN DEERE 772G	1DW772GPABE639040	6	Monthly	\$8,600.00	11/05/2012	04/22/2013	\$392,331.00
(A) 2011 LITTLE FALLS MACHI	PL1203	6	Monthly	--	11/05/2012	04/22/2013	\$4,469.00
2011 LITTLE FALLS MACHINE 1	1196211H	6	Monthly	\$0.00	11/05/2012	04/22/2013	\$14,345.00
Total rate for all equipment per term				\$8,600.00			
Estimated Taxes				\$0.00			
Estimated Total Per Term (Approx)				\$8,600.00			

Comments - Terms / Additional Charges

\$1700 FOR WING INSTALLATION ON GRADER
 Prep Charge \$1,700.00

TERMS & CONDITIONS OF RENTAL AGREEMENT

RDO Equipment Co. ("RDO") agrees to rent equipment, motor vehicles, and other personal property ("Equipment") to Lessee only upon the following terms and conditions:

- The rental rate for Equipment covers normal use only not to exceed 8-hours/1day, 40 hour/week, or 160 hours/month, based on 20 working days. Any excess use will be prorated against the appropriate rate and charged to the Lessee. If Equipment is operated on a job site deemed to be severe conditions, including but not limited to sites containing rock, which causes excessive wear and tear a surcharge of 25% of the normal rental rate will be added to said normal rate, and be the responsibility of Lessee. Lessee shall still be responsible for any damages to rental Equipment used on a site containing rock, in addition to the rock surcharge. The Equipment will be transported to and from RDO's place of business at Lessee's expense. Rental begins when items are delivered to Lessee and continues until items are picked up by or returned to an RDO location of RDO's choice. Equipment must be checked in at the office during normal business hours. No allowance will be made for holidays, time in transit or any prior time the Equipment may not be in actual use while in Lessee's possession.
- INSURANCE REQUIREMENTS** (Notice about your financial responsibility and optional loss damage waiver) Prior to renting the following minimum insurance requirements must be met. RDO must receive a current "Certificate of Insurance" naming it as "Certificate Holder" or "Additional Insured" for general liability (Mandatory) with limits of liability not less than \$500,000 combined single limit per occurrence (bodily injury including death and property damage) unless greater liability limits are specified, and as "Certificate Holder" or "Loss Payee" for physical damage for the full value of the Equipment. Most customers, for convenience, issue one certificate covering their policy period stating "all sites and operations" instead of obtaining a new certificate for each individual rental. Should Lessee not provide RDO with physical damage insurance coverage, a Loss Damage Waiver fee of 14% of the rental charge will be assessed. If there are damages to the Equipment, and the Loss Damage Waiver fee for physical damage coverage applies, coverage is subject to a \$3,000 per occurrence deductible which Lessee is liable for. However, LOSS DAMAGE WAIVER will not protect Lessee if: (a) Damage is from willful, wanton, reckless or intentional conduct; (b) Damage is from lack of lubrication or maintenance of necessary oil, water, and air pressure levels; (c) Damage or loss is a result of overloading or exceeding the rated capacity of the Equipment; (e) Damage is from natural disaster. The damage waiver DOES NOT cover bodily injury or other property damage claims.
- Unless otherwise required by RDO, Lessee shall pay the rental sums due as follows: net payment to be received by RDO within thirty (30) days from date of RDO invoice. Lessee agrees that RDO can charge invoices to a credit card, Farm Plan, or PowerPlan account on file with RDO. Should Lessee fail to pay any part of the sum or any other sum required by Lessee to be paid to RDO within thirty (30) days from date of invoice, all past due amounts shall bear a finance charge at the rate of one percent (1.0%) per month. North Dakota law, including the laws governing interest and usury, shall be applicable to this Rental Agreement and shall govern the monthly periodic rate and corresponding annual percentage rate. If for any reason it is determined by a court of competent jurisdiction that a different usury or interest law is deemed applicable, the monthly periodic rate and corresponding annual percentage rate shall be the maximum non-usurious rate of interest applicable to any entity such as Lessee in the applicable jurisdiction. Further, if for any reason it is determined by a court of competent jurisdiction that the law of: (i) the State of Arizona is applicable, then it is expressly agreed that A.R.S. § 44-6002 shall apply.

RESOLUTION NO. 12-10-105

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

WHEREAS, the current Building Official will be retiring at the end of October 2012;

WHEREAS, the City Council directed the City Administrator to recommend options on the future of the Building Official position;

WHEREAS, the City Council via Resolution 12-09-91 authorized the City Administrator to issue a Request for Proposals for Building Official services.

WHEREAS, the City advertised and published a Request for Proposals for three (3) weeks weeks ending on October 8, 2012.

WHEREAS, the City received one (1) proposal from Indepth Inspection, Inc. to provide Building Inspections services at rates of 50 percent permit fees, 100 percent of plan review fees, and \$75.00 per hour for other services as requested.

NOW, THEREFORE, BE IT RESOLVED, the City Council of East Grand Forks approves the proposal of Indepth Inspection to provide Building Inspections services to the City at the rates prescribed herein.

BE IT FURTHER RESOLVED, that the City Council of East Grand Forks authorizes the Mayor and City Administrator to execute any related agreements and qualifications relating to the approved proposal for building inspections services.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: October 16, 2012

Attest:

City Administrator/Clerk-Treasurer

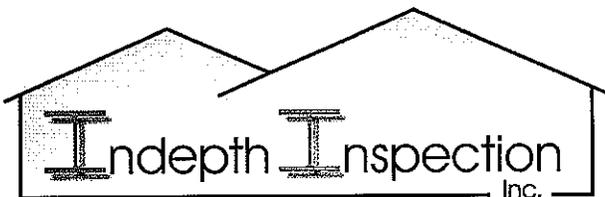
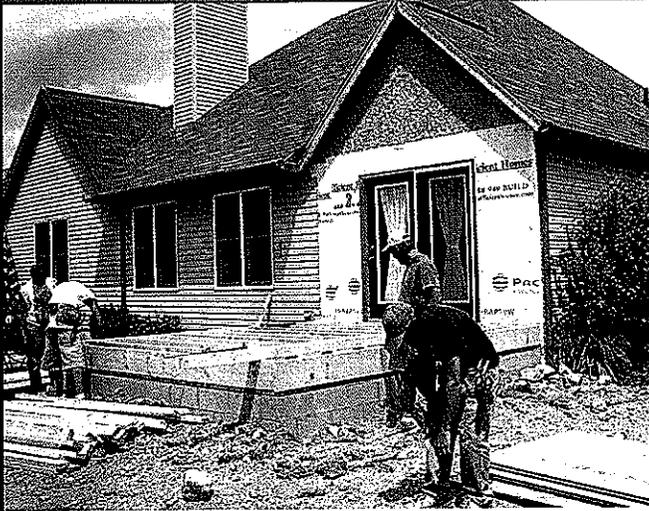
President of Council

I hereby approve the foregoing resolution this 16th of October, 2012.

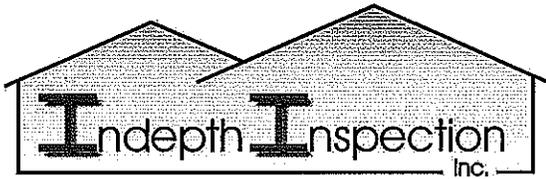
Mayor

October 8, 2012

Proposal to Provide Building Inspection/Code Enforcement Services to East Grand Forks, Minnesota



Indepth Inspection, Inc.
1600 Central Avenue NE
East Grand Forks, MN 56721
t: 218.773.3423
f: 218.773-3348
www.indepthinspect.com



October 8, 2012

Mr. Scott Huizenga
City Administrator
City of East Grand Forks

Dear Mr. Huizenga,

Thank you for the opportunity to submit Indepth Inspection's qualifications to perform Building Inspection and Code Enforcement Services to East Grand Forks. Indepth Inspection was founded in 2008 to provide home inspection and Certified Building Inspection services to residents and communities in Northwestern Minnesota and Northeastern North Dakota. Since inception, we have seen an increasing need for these services in the area.

Our company strives to provide our services as economically as possible, allowing small towns and counties to provide the assurance of standard construction and safe buildings to their residents at a reasonable cost. We have three Certified Building Officials on staff and currently provide Building Inspection Services to the Cities of Ada and Fisher, Minnesota, as well as the County of Grand Forks, North Dakota.

Included in the attached proposal is more background information about our company as well as more specific information about how we would provide services to East Grand Forks. The services listed and discussed can vary in both scope and quantity, so we would be happy to attend a meeting to discuss options on the breadth of services the City is looking for and the potential costs for providing those services.

I am authorized to negotiate and sign agreements on behalf of Indepth Inspection, so feel free to contact me if you have any questions or would like to discuss this proposal in more detail.

Thanks for your consideration and time. I hope we have the chance to work for you!

Sincerely,

Brad Bail,
Certified Building Official

Att.



**BUILDING INSPECTION AND RELATED SERVICES
CONSULTANT INFORMATION SHEET**

1. Trade Name of Business:

Indepth Inspection

2. Legal Name of Business (if the Trade Name is an Assumed Name):

WS In-Depth Inspection LLC

3. Business Address:

1600 Central Ave NE	East Grand Forks	MN	56721
Street	City	State	Zip

4. Business Telephone: (Please list all applicable phone numbers in which you can be reached regarding this application):

Office 218-773-3423 Desk 218-773-5621 Cell 701-740-1239

5. Name(s) of Person(s) Authorized to Represent the Business:

Tim Moe	President
Name	Title
Brad Bail	Vice-President
Name	Title
Jim Megel	Chief Financial Officer
Name	Title

Organizational Description



Indepth Inspection, Inc. provides Building Inspection services to communities in northwestern Minnesota and northeastern North Dakota, who have adopted their respective states building code.

The firm's office is located at 1600 Central Avenue NE in East Grand Forks, Minnesota. We currently provide Certified Building Inspection Services to the Cities of Ada and Fisher, Minnesota, as well as Grand Forks County in North Dakota.

Our team of certified inspectors is led by Jerry Skyberg, a former City Building Official with 28 years of experience as a City Building Inspector, enforcing the Minnesota State Building Code. Jerry's thorough knowledge of the Code, his extensive experience in our region, and his excellent rapport with both contractors and residents make him an indispensable part of our team and ideal mentor to the other inspectors we have on staff.

Joining Jerry on our team is Brad Bail, who along with being a Certified Building Official in the State of Minnesota, is also a professional civil engineer licensed in North Dakota, Minnesota, and South Dakota with experience in structural design and floodplain and stormwater management.

Randy Iverson leads our Home Inspections Department and is also licensed as a Minnesota Certified Building Official - Limited.

We have also just added Randy Gust to our firm, who has many years of experience, in building codes as well as the fire code. Mr. Gust has also been active in doing rental inspections.

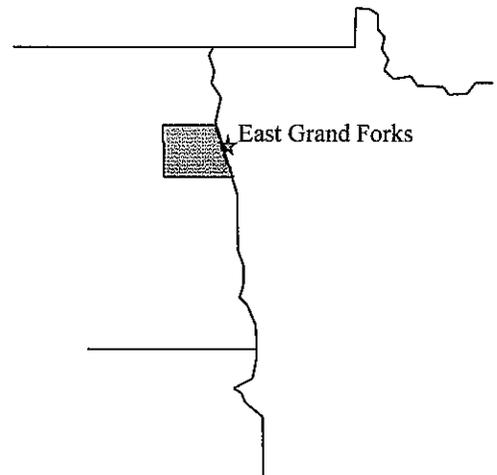
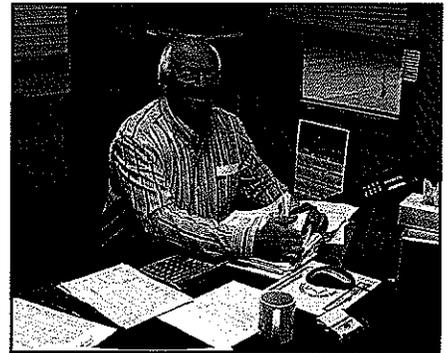
Three of our inspectors are certified through the State of Minnesota and experienced with various facets of building inspection, which include

- plan review
- inspection prior to the footings and foundation pour
- framing inspection (before insulation)
- inspection after insulation but before sheetrocking
- plumbing rough-in inspection
- final inspection prior to occupancy

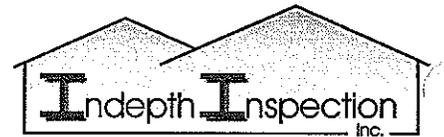
Our staff can manage all aspects of building inspection compliance. We have reviewed the scope of services and current job duties listed in the RFP and are comfortable and confident with our ability to complete all of the tasks listed. In fact, we are currently providing those services to two communities in Minnesota.

Mr. Bail also has experience in floodplain management due to his work with the City of East Grand Forks' Consulting Engineer and will take the lead in all Planning and Zoning and floodplain or stormwater discharge issues.

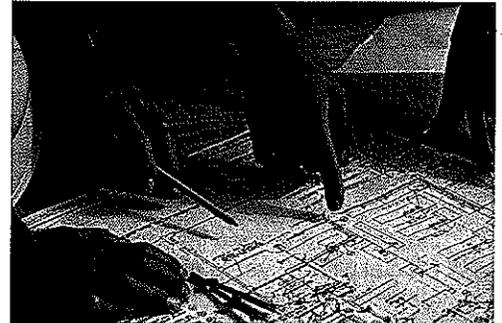
Mr. Bail and Mr. Iverson will serve as the primary staff personnel assigned to East Grand Forks for the duration of this contract. They have completed similar duties for the Cities of Ada and Fisher, including the inspection of 3 new homes, and 2 commercial buildings, as well as numerous additions, and accessory buildings. In the three years we have provided building official services to the City of Ada, we have issued a total of 102 permits with a total construction cost of \$2,400,000.00.



Project Understanding



- A CBO will always be available during normal business hours over the phone or online when not staffing the office in person.
- The CBO will review all permit applications and check contractor licenses before issuing building and zoning permits. He will communicate promptly with City staff regarding approved permits.
- The CBO will review all permit applications to determine compliance with existing zoning ordinances before approval. He will coordinate with other departments as necessary to secure compliance with building codes and zoning regulations.
- The CBO will schedule and conduct job site inspections for all permitted repair work and new construction in the City of East Grand Forks in a timely manner to ensure compliance with the adopted building, housing and zoning regulations.
- The CBO will determine the valuation of structures, additions, and alterations, for permit fee purposes.
- The CBO will issue orders of correction and stop work orders when necessary and will issue a certificate of occupancy and zoning compliance upon the satisfactory completion of each new construction project that requires one.
- The CBO will serve as the staff liaison to the Planning Department, and will be available to attend City meetings if requested.
- The CBO will be available to testify in court if necessary.
- The CBO will assist the City with submitting the required reports to the State of Minnesota.
- Indepth will keep a copy of records of all permits and inspections and provide the original documents to the City.
- A Inspector will be available for in City Hall staffing on a regular basis.



Pricing Information



Our base proposal for providing building official services to the City would include 50% of the permit fees, and 100% of the plan review fees. This would include all required inspections for the permit. Our hourly rate for office hours or other activities would be \$75 per hour, and cost for mileage at the current government rate.

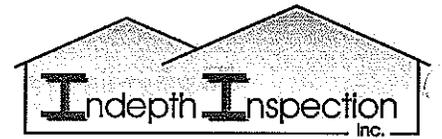
We currently do not provide asbestos or lead testing, but would be willing to discuss the Cities need and may provide those services in the future. We do provide review of buildings for condemnation and safety inspections. We can also provide and assist in administering zoning rules, would be available for nuisance complaints if needed. We would provide the additional services at our hourly rate plus material and testing costs.

Billing can be arranged to meet with City requirements, typically monthly.

Each community we work with has established a method of calculating the construction value of buildings. Most use a system based on the use of the building and then based on the Department of Labor and Industry tables of construction costs established each year. We would be happy to use the system in place for the City of East Grand Forks, work with the City to establish a new system or modify the existing system to meet the needs of the City.

Indepth Inspection is willing to negotiate with the City to determine a fee schedule that will work for both parties.

Conclusion



Although contracting out building inspection services may seem unusual after employing a full-time individual for many years, it is becoming more common, especially among smaller communities. And the reasoning is very similar to why some cities hire a waste management firm instead of hiring additional staff to collect garbage or some counties contract out their engineering services instead of staffing an Engineering Department. Providing the best service to your constituents at the most reasonable price is the goal and sometimes that means hiring a person and sometimes it means hiring a firm.

Among the advantages in contracting inspection services to Indepth Inspection as opposed to hiring a full-time employee are . . .

- **Competent, Experienced Inspectors**

First, our staff members are all certified through the State of Minnesota and have many years of experience in inspecting homes and construction projects. Our wide variety of experience gives us a unique advantage - our inspectors regularly consult with one another and learn from one another, giving you the knowledge-base of three inspectors as opposed to one.

- **Less Hassle**

A full-time staff requires additional administrative duties for other city employees - managing sick leave, taxes, holiday pay, raises, and other aspects of employment. A contract with Indepth Inspection means you write a check once a month, for an agreed upon amount, and you're done. We are responsible for providing employment benefits to our inspectors.

- **Lower Cost**

Most of the time, our company can provide the same service for less cost. Since you only pay for our inspectors when you need them (and are usually earning permit fees when that happens), your costs will typically be much lower than hiring a full-time employee, who is paid his/her salary plus benefits regardless of how much construction activity is going on in your community.

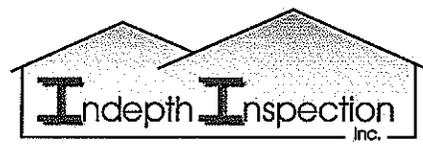
- **Seamless Service**

Employees need time off for a variety of reasons - family vacations, their child's dentist appointment, extended illness, etc. When that happens in a small community with only one inspector, the Inspections Office has to shut down regardless of how busy they are at the time. With Indepth Inspection's staff of three inspectors, you have the peace of mind knowing that someone will be there when you need them.

- **A Contract That Meets Your Needs**

Whether you want us to handle all aspects of your Inspections Department - from issuing permits, to scheduling inspections, to compiling and submitting required state reports - or to provide only certain inspection services while you handle the administrative duties, we can craft a contract that meets your needs and your bottom-line.

References



The following individuals will be able to provide more information about our firm's ability to provide Building Inspection/ Code Enforcement Services. Please feel free to contact them for more information.

Shelley Kappes, City Clerk 218-784-5520
City of Ada
PO Box 32
Ada, MN 56510-0032

Amy Theis, Clerk / Treasurer 218-891-2207
City of Fisher
313 Park Avenue #111
Fisher, MN 56723

Lane Magnuson County Planner 701-780-8413
Grand Forks County Office Building
151 South 4th Street
Grand Forks, ND 58201

Other activities

Indepth Inspection is willing to discuss additional services that the City of East Grand Forks may want to consider, and will work with City staff to provide exemplary service to the City.

We would request that contractors or home owners notify us 24 hours in advance of needing an inspection. With that in mind, Indepth Inspection is based in the City of East Grand Forks, and with four inspectors on staff, we would anticipate that a inspector would be available at any time to meet at project locations and review permits within the City. Our office is staffed during normal business hours, and all of the inspectors can be contacted by cell phone.

Signed Statement of Understanding

We have read the City's Request for Proposal (RFP) for building inspection and related services and fully understand its intent. We certify that we have adequate personnel, equipment and facilities to provide the City's requested services. We have thoroughly examined the RFP requirements, and our proposed fees cover all the services that we have indicated we can provide.

A handwritten signature in black ink, appearing to read "Brad Bail", is written over a horizontal line.

Brad Bail, Certified Building Official

RESOLUTION NO. 12 – 10 - 106

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 14081 for a total of \$813.84.

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 \$813.84 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 October 16, 2012.

Voting Aye:
Voting Nay:
Abstain:

The President declared the resolution passed.

Passed: October 16, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of October, 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 14081 for a total of \$813.84.
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 October 16, 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: mnelson
 Printed: 10/12/2012 - 3:42 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
14038	10/16/2012	ACM001	Acme Electric Companies	1,030.79	0
14039	10/16/2012	ADV001	Advanced Business Methods Inc	197.72	0
14040	10/16/2012	ALB001	Albrecht Manufacturing	403.35	0
14041	10/16/2012	AME005	Ameripride Linen & Apparel Services	205.37	0
14042	10/16/2012	AND006	Robert Anderson	9,340.00	0
14043	10/16/2012	ASS001	Association of Training Officers of Ml	825.00	0
14044	10/16/2012	AUT001	Auto Glass & Aftermarket Inc	68.00	0
14045	10/16/2012	BAR005	Barnes Distribution	234.83	0
14046	10/16/2012	BAR002	Alex Barta	1,148.32	0
14047	10/16/2012	BEC001	Becker Arena Products Inc	129,454.10	0
14048	10/16/2012	BRI004	Brians Flooring	512.00	0
14049	10/16/2012	CAN001	Canon Financial Services	180.80	0
14050	10/16/2012	GFT003	Donald Scott Cash	2,581.48	0
14051	10/16/2012	CED001	Cedar Rapids Tire	1,375.62	0
14052	10/16/2012	COA004	Tina Coaquette	12.00	0
14053	10/16/2012	COL002	Cole Papers Inc	300.15	0
14054	10/16/2012	COM003	Complete Pest Control Inc	3,425.38	0
14055	10/16/2012	COR001	Shanna Corbett	100.00	0
14056	10/16/2012	CRA001	Craguns	381.54	0
14057	10/16/2012	CUS002	Custom Stripes Inc	96.19	0
14058	10/16/2012	EAS006	Dale Gulbranson	140.00	0
14059	10/16/2012	DES002	Design Electrical Contractors Inc	41,961.50	0
14060	10/16/2012	DIA001	Richard Papenfuss Diamond Cleaning	101.00	0
14061	10/16/2012	DRU001	Drummer's Diesel Inc	55.08	0
14062	10/16/2012	ECO001	Economy Plumbing	474.71	0
14063	10/16/2012	EGF005	EGF Firemen's Relief Association	37,891.77	0
14064	10/16/2012	EGF013	EGF Petty Cash	38.99	0
14065	10/16/2012	ELE001	Electric Pump	474.65	0
14066	10/16/2012	ENV002	Environmental Equipment	201.18	0
14067	10/16/2012	EXP002	Exponent	536.82	0
14068	10/16/2012	FIL001	Filter Care	235.24	0
14069	10/16/2012	FIN003	Finest Auto Trim Inc.	342.50	0
14070	10/16/2012	FOR001	Forks Freightliner	319.12	0
14071	10/16/2012	FOR012	Joseph Forte	375.00	0
14072	10/16/2012	G&K001	G&K Services	124.42	0
14073	10/16/2012	GAF002	Gaffaney's	158.60	0
14074	10/16/2012	GAL003	Galstad Jensen & McCann PA	10,526.50	0
14075	10/16/2012	GAR001	Garden Hut Inc	387.50	0
14076	10/16/2012	GEO001	George's Quick Printing	181.69	0
14077	10/16/2012	GFC001	GF City Utility Billing	14,728.66	0
14078	10/16/2012	GFH002	GF Herald	760.23	0
14079	10/16/2012	GFW001	GF Welding & Machine	646.19	0
14080	10/16/2012	HAJ002	Rick Hajicek	142.50	0
14081	10/16/2012	HAR001	Hardware Hank	813.84	0
14082	10/16/2012	HEA001	Heartland Paper	188.72	0
14083	10/16/2012	HUG001	Hugo's	55.29	0
14084	10/16/2012	IND002	Indigo Signworks	1,575.43	0
14085	10/16/2012	INT003	Integra Telecom	78.64	0
14086	10/16/2012	INT009	International Public Management Assc	727.50	0
14087	10/16/2012	JobsHQ	JobsHQ	1,209.28	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
14088	10/16/2012	SIG001	Loreene Keehr	64.05	0
14089	10/16/2012	KEE002	Keepsr Inc	1,265.99	0
14090	10/16/2012	KEI001	Keith's Security World	240.19	0
14091	10/16/2012	KEL001	Kellermeier Building Service	748.13	0
14092	10/16/2012	LIG001	James or Olivia Lighthizer	270.00	0
14093	10/16/2012	LIT001	Lithia Payment Processing	177.23	0
14094	10/16/2012	LUM001	Lumber Mart	161.76	0
14095	10/16/2012	MAR004	Marco	372.26	0
14096	10/16/2012	MCD001	McDonald's of EGF	63.40	0
14097	10/16/2012	MEN001	Menards	493.61	0
14098	10/16/2012	MID007	Midwest Refrigeration Inc	13,835.00	0
14099	10/16/2012	MID006	Midwest Specialty Sales Inc	1,499.68	0
14100	10/16/2012	MIK001	Mike's Pizza	44.23	0
14101	10/16/2012	MND008	MN Department of Health (MDH)	150.00	0
14102	10/16/2012	MND003	MN Dept of Labor & Industry	1,956.48	0
14103	10/16/2012	MND006	VOID****VOID****VOID*** MN I	1,759.00	0
14104	10/16/2012	MNM002	MN Municipal Utilities Assoc	3,656.25	0
14105	10/16/2012	COM002	Morgan Printing	1,229.06	0
14106	10/16/2012	NEW001	Newman Signs	2,820.00	0
14107	10/16/2012	NOR024	Northland Yard Service	1,229.06	0
14108	10/16/2012	ORE001	O'Reilly Auto Parts	170.09	0
14109	10/16/2012	ODL001	Odland Fitzgerald Reynolds & Harbot	510.00	0
14110	10/16/2012	OPP001	Opp Construction	7,425.00	0
14111	10/16/2012	PAR005	Paras Contracting	29,252.15	0
14112	10/16/2012	POW001	Power Equipment Shop	79.17	0
14113	10/16/2012	PRA001	Praxair Distribution	120.04	0
14114	10/16/2012	PRE001	Premium Waters Inc	24.00	0
14115	10/16/2012	RDO001	RDO Powerplan OIB	101.64	0
14116	10/16/2012	REV001	Revolutions Power Sports	164.51	0
14117	10/16/2012	RMB001	RMB Environmental Lab Inc	150.00	0
14118	10/16/2012	RYD001	Rydell Chevrolet	143.02	0
14119	10/16/2012	SGC001	SGC Horizon LLC	224.00	0
14120	10/16/2012	SLO002	Lawrence J and Wendy L Sloan	5,000.00	0
14121	10/16/2012	BSN001	Sport Supply Group, Inc	1,991.03	0
14122	10/16/2012	SSU001	Sports Systems Unlimited Corp	611.33	0
14123	10/16/2012	STE001	Stennes Granite	475.00	0
14124	10/16/2012	SUN002	Sun Dot Communications	105.99	0
14125	10/16/2012	TIG001	Tiger Direct.com	730.98	0
14126	10/16/2012	TRY001	Try-County Refrigeration	3,108.00	0
14127	10/16/2012	UPS001	UPS	5.03	0
14128	10/16/2012	VER001	Verizon Wireless	428.44	0
14129	10/16/2012	VIK002	Viking Industrial Center, Inc	354.43	0
14130	10/16/2012	WAS001	Waste Mgmt	35,554.79	0
14131	10/16/2012	WAT001	Water & Light Department	46,178.19	0
14132	10/16/2012	WDA001	WDAZ TV	340.00	0
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Check Total:				432,607.40	
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