

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, JUNE 11, 2013 - 5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Plans & Specifications for Sidewalk Projects (13CP1 & 12CP5) – Greg Boppre**
- 2. Plans & Specifications for 2014 City Project No. 1 Street Improvements – Greg Boppre**
- 3. Bid Results for 2013 City Project No. 3 Police Building Improvements – Greg Boppre**
- 4. Street Sewer Maintenance – Jason Stordahl**
- 5. Parking by Minnesota Heights Building – Nancy Ellis**
- 6. Northland Community & Technical College Transit Contract – Nancy Ellis**
- 7. Declaration of Surplus Property – Mike Hedlund**
- 8. Change of Council Representative on Planning Commission – Craig Buckalew**
- 9. Update on Library Roof Status, Levee No Trespassing Ordinance, and Rescinding of Park Dedicated Land – Ron Galstad**

ADJOURN:

Upcoming Meetings

Regular Council Meeting – June 18, 2013 – 5:00 PM – Council Chambers
Waste Water Public Forum – June 18, 2013 – 7:00 PM – Council Chambers
Work Session – June 25, 2013 – 5:00 PM – Training Room
Regular Council Meeting – July 2, 2013 – 5:00 PM – Council Chambers
Work Session – July 9, 2013 – 5:00 PM – Training Room
Regular Council Meeting – July 16, 2013 – 5:00 PM – Council Chambers

Request for Council Action

Date: June 4, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Henry Tweten, Chad Grassel, Mark Olstad and Ron Vonasek.

Cc: File

From: Greg Boppre, P.E.

RE: File Plans/Specifications – 2013 City Project No. 1 – Sidewalk Improvements(TE) and 2012 City Project No. 5 – Sidewalk Improvements(Transit)

Background:

I would like to file the plans and specifications for the above referenced projects, get authorization to advertise and set bid date.

The 2013 CP #1 project is a Transportation Enhancement project funded through MnDOT and the 2012 CP#5 project is a transit project funded through the MPO. The following are the proposed budgets for both projects:

PROPOSED BUDGET

	<u>2013 CP#1</u>	<u>2012 CP#5</u>
CONSTRUCTION	\$400,263.50	\$180,454.00
PLANS/SPEC'S	\$48,032.00	\$21,654.00
STAKE/INSPEC	\$32,021.00	\$9,022.00
CONTINGENCIES	\$20,013.00	\$9,022.00
ADMIN/LEGAL	\$12,008.00	\$5,413.00
TOTAL	\$512,337.50	\$225,565.00

PROPOSED FUNDING

	<u>2013 CP#1</u>	<u>2012 CP#5</u>
MnDOT	\$225,772.00	\$0.00
MPO	\$0.00	\$180,453.00
City	\$286,565.50	\$45,112.00
TOTAL	\$512,337.50	\$225,565.00

Recommendation:

File plans/specifications, advertise and set bid date

Enclosures:

Plans/Specifications will be filed at the Tuesday, June 18, 2013, City Council meeting

Request for Council Action

Date: June 4, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Henry Tweten, Chad Grassel, Mark Olstad and Ron Vonasek.

Cc: File

From: Greg Boppre, P.E.

RE: Prepare Plans/Specifications – 2014 City Project No. 1 – Street Improvements

Background:

I would like to get permission to prepare plans and specifications for the above referenced project (see attached map). The project is on 17th street NE from TH220 to 5th avenue NE. The project is our 2014 Sub-Target project (see attached resolution) for the four year rotation with Federal funds.

Also, as per Council resolution, the project can be assessed at 30% or approximately \$412,144.00. Therefore, we will have to write a report of feasibility, which identifies the cost and the benefitted properties.

PROPOSED BUDGET

CONSTRUCTION	\$1,056,780.00
PLANS/SPEC'S	\$126,814.00
STAKE/INSPEC	\$84,542.00
CONTINGENCIES	\$52,839.00
ADMIN/LEGAL	<u>\$52,839.00</u>
TOTAL	\$1,373,814.00

PROPOSED FUNDING

FEDERAL	\$737,840.00
LOCAL	<u>\$635,974.00</u>
TOTAL	\$1,373,814.00

Recommendation:

Approve plans/specifications

Enclosures:

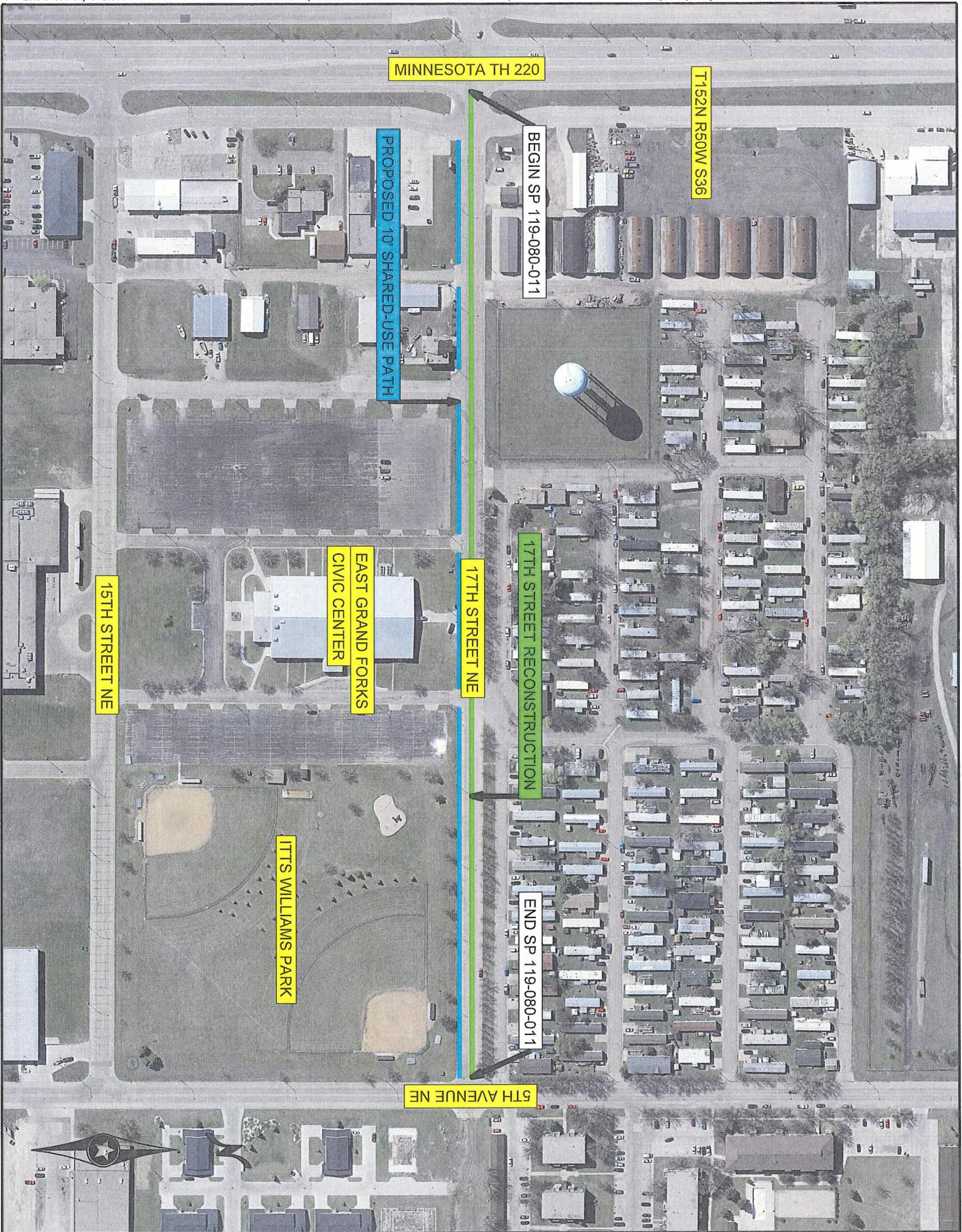
Budget numbers

Map

Resolution for 17th Street NE

STREET RECONSTRUCTION
17th St. NE from Hwy. 220 to 5th Ave. NE
EAST GRAND FORKS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
2021.501	Mobilization	LS	1	\$5,000.00	\$5,000.00
2104.501	Remove Curb and Gutter	LF	3530	\$5.00	\$17,650.00
2104.505	Remove Concrete Pavement	SY	8000	\$6.00	\$48,000.00
2104.505	Remove Concrete Driveway Pavement	SY	140	\$6.00	\$840.00
2104.509	Remove Casting	EA	11	\$500.00	\$5,500.00
2104.511	Sawing Concrete Pavement (Full Depth)	LF	400	\$7.00	\$2,800.00
2105.501	Common Excavation (P)	CY	2500	\$8.00	\$20,000.00
2105.525	Topsoil Borrow (LV)	CY	140	\$40.00	\$5,600.00
2105.604	Geogrid	SY	9000	\$4.00	\$36,000.00
2112.604	Subgrade Preparation	SY	9000	\$4.00	\$36,000.00
2211.607	Aggregate Base(10")	CY	2700	\$35.00	\$94,500.00
2301.529	Reinforcement Bars (Epoxy Coated)	LB	4800	\$3.00	\$14,400.00
2301.604	Concrete Pavement 8.0"	SY	8000	\$60.00	\$480,000.00
2502.541	4" Perforated Drain Tile	LF	3530	\$3.00	\$10,590.00
2503.511	18" RCP Storm Sewer	LF	600	\$60.00	\$36,000.00
2504.602	Adjust Gate Valve & Box	EA	7	\$300.00	\$2,100.00
2506.516	Casting Assembly, Type A	EA	8	\$1,000.00	\$8,000.00
2506.516	Casting Assembly Type C	EA	5	\$1,200.00	\$6,000.00
2506.602	Install Catch Basin	EA	2	\$3,000.00	\$6,000.00
2506.603	Construct Storm Manhole (48")	LF	10	\$250.00	\$2,500.00
2521.501	4" Concrete Sidewalk	SF	21180	\$5.00	\$105,900.00
2531.501	Concrete Curb and Gutter, Design B624	LF	3530	\$20.00	\$70,600.00
2531.507	6" Concrete Driveway Pavement	SY	140	\$50.00	\$7,000.00
2563.601	Traffic Control	LS	1	\$5,000.00	\$5,000.00
2573.530	Storm Drain inlet Protection	EA	10	\$100.00	\$1,000.00
2575.501	Seeding	SY	4000	\$2.00	\$8,000.00
2582.502	4" Broken Line Yellow - Epoxy	LF	450	\$4.00	\$1,800.00
2582.601	Traffic Enhancements	LS	1	\$20,000.00	\$20,000.00
TOTAL CONSTRUCTION COST					\$1,056,780.00
Engineering – Plans/Specifications					\$126,813.60
Engineering – Stake/Inspection					\$84,542.40
Administration					\$31,703.40
Legal					\$21,135.60
Contingencies					\$52,839.00
TOTAL					\$1,373,814.00

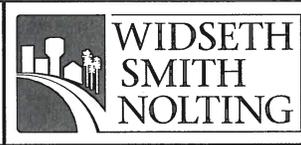


SHEET NO. 1 OF 1

2014 CP No.1 Street Improvements
East Grand Forks, Minnesota

Project Layout

DATE: 06/04/2013
SCALE: AS SHOWN
DRAWN BY: KJW
CHECKED BY:
JOB NUMBER: 0706G0018.000



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RESOLUTION NO. 12 – 03 – 29

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

WHEREAS, the City Council must provide to the Grand Forks-East Grand Forks Metropolitan Planning Organization (“MPO”) direction regarding the City’s Transportation Improvement Plan (TIP); and

WHEREAS, the City of East Grand Forks has a Minnesota Cities “Sub-target” appropriation in 2014; and

WHEREAS, the City Council of East Grand Forks recommended the 5th Avenue NW project for the 2014 Sub-target appropriation on January 5, 2010; and

WHEREAS, the City Council of East Grand Forks would like to amend the TIP to replace 5th Avenue NW with 17th Street NE; and

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST GRAND FORKS, that the MPO recommend to the Technical Advisory Committee and to the full MPO Board of Directors that 17th Street NE replace 5th Avenue NW on the TIP.

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

Voting Nay: None.

Absent: Buckalew, Gregoire, and DeMers.

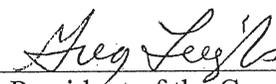
The President declared the resolution passed.

Passed: March 6, 2012

Attest:



City Administrator/Clerk-Treasurer



Acting President of the Council

I hereby approve the foregoing resolution this 6th day of March, 2012.



Mayor

Request for Council Action

Date: June 5, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Henry Tweten, Chad Grassel, Mark Olstad and Ron Vonasek.

Cc: File

From: Greg Boppre, P.E.

RE: 2013 City Project No. 3 – Police Building Improvements – bid results

Background:

The bids for the above referenced project are due next Tuesday, June 11 at 10:00 am. Therefore, I will bring the bid tabulation to the Work Session for discussion.

Also, Brent Damman(architect), Karl Lindquist and I met with the Mayor a few weeks ago and made some changes as per his direction. The changes are incorporated in an addendum to the project in the form of alternates.

The goal is to keep this project within the budget, however with all of the construction activity in Western North Dakota, a lot of the local contractors are extremely busy.

Recommendation:

The bid tabulation will be discussed at the Work Session

Enclosures:

N/A

Request for Council Action

Date: 6/6/2013

To: East Grand Forks City Council, Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Jason Stordahl, Public Work Director

RE: Wastewater-Line Cleaning

Consider approving the request to approve :

Sewer cleaning for the City of East Grand Forks is done on an annual basis as part of the wastewater preventative maintenance program. It was decided on by City Council in 2011 that we would remain on a scheduled cleaning of 1/5th the city per year. This year we will clean Section North #2, which is from 17th St. NW to US HWY 2, and from Central Ave. to River Road. The budget reflects \$45,000 for sewer cleaning.

We will be receiving two quotes for cleaning, one from JetWay and the other from Veit. I will bring with me to the Council Work Session both quotes, along with a recommendation of which contractor to award the job.

Request for Council Action

Date: June 7, 2013

To: East Grand Forks City Council Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Nancy Ellis

RE: Parking by Minnesota Heights Building

Concerns have been raised by residents about the current parking situation and what the future parking situation might be around the Minnesota Heights apartment building.

Included is a page from the Traffic Section of the City Code which states the authority the Council would have to allow angled parking and the extent of when and where time limits can be placed on parking spots.

§ 72.07 ANGLE PARKING.

Where angle parking has been established and is allowed, as shown by curb marking or sign posting, or both, each vehicle stopped or parked shall be at an angle of approximately 45 to 60 degrees with the front wheel touching the curb and within any parking lines painted on the curb or street, provided that the front wheel not touching the curb shall be the portion of the vehicle furthest in the direction of 1-way traffic; it is unlawful to park in violation of this section.

(1981 Code, § 8.07) Penalty, see § 70.99

§ 72.08 STREETS WITHOUT CURB.

Upon streets not having a curb each vehicle shall be stopped or parked parallel and to the right of the paving, improved or main traveled part of the street; it is unlawful to park in violation of this section.

(1981 Code, § 8.08) Penalty, see § 70.99

§ 72.09 PARKING HOURS.

Parking on streets shall be limited as follows.

(A) It is unlawful for any person to stop, park or leave standing any vehicle upon any street for a continuous period in excess of 24 hours.

(B) The Chief of Police may, when authorized by resolution of the Council, designate certain streets, blocks or portions of streets or blocks as prohibited parking zones, or 5-minute, 10-minute, 15-minute, 30-minute, 1-hour, 2-hour, 4-hour, 6-hour, 8-hour, morning or afternoon rush hour limited parking zones and shall mark by appropriate signs any zones so established. The zones shall be established whenever necessary for the convenience of the public or to minimize traffic hazards and preserve a free flow of traffic. It is unlawful for any person to stop, park or leave standing any vehicle in a prohibited parking zone for a period in excess of the sign posted limitation or during sign posted hours of prohibited parking.

(C) It is unlawful for any person to remove, erase or otherwise obliterate any mark or sign placed upon a tire or other part of a vehicle by a police officer for the purpose of measuring the length of time such vehicle has been parked.

(D) For the purpose of enforcement of this section, any vehicle moved less than 1 block in a limited time parking zone shall be deemed to have remained stationary.

(1981 Code, § 8.09) (Ord. 8, 3rd Series, eff. 6-6-1981) Penalty, see § 70.99

Request for Council Action

Date: June 11, 2013
To: East Grand Forks City Council and Mayor Lynn Stauss
From: Nancy Ellis, City Planner – EGF Transit
RE: NCTC transit contract

GENERAL INFORMATION:

East Grand Forks has had a contract with NCTC to provide free transit rides to students and staff of the college. In exchange the city had received lump sum of \$6000 to contribute to the cost of the riders using the service. The riders would be able to ride anywhere within our system including the City of Grand Forks Monday through Saturday. The only requirement to get the ride is that the student or staff must show their CAT identification card. The Cities Area Transit (CAT) the operator of the system will keep track of the amount of rides given.

After the Transit Development Plan, it was determined that the contract was not fair and equitable compared to other riders costs on the system. Therefore, NCTC and the Transit Staff negotiated a new contract to make their ride costs more fair and equitable. NCTC will pay \$.75 per ride (this is what UND pays for its students) not to exceed the lump sum of \$7000. As such, NCTC and I would like to have the annual contract renewed for another year with the new monetary terms. As with all transit contracts, the Mayor and the City Administrator will be required to sign the contract.

RECOMMENDATION:

Staff recommends allowing the Mayor and City Administrator to enter into a contract to provide free rides to NCTC staff and students with proper ID for the cost of \$.75 per ride not to exceed \$7,000.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
NORTHLAND COMMUNITY AND TECHNICAL COLLEGE

SERVICES CONTRACT

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

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

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

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

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

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on *July 1, 2013* or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until *June 30, 2014* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU's authorized representative.**

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

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

III. **CONSIDERATION AND TERMS OF PAYMENT**.

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

1. **Compensation** of *Seventy-five cents (\$0.75) per Northland rider.*

2. The **total obligation** of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed *Seven Thousand and 00/100 Dollars (\$7,000.00)*

B. Terms of Payment.

1. Payment shall be made by MnSCU promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MnSCU's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MnSCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MnSCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:
 - a. *Upon receipt of monthly invoice.*
 - b. **Retainage.** Retainage will not apply to this contract.
2. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MnSCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MnSCU will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MnSCU makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MnSCU does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MnSCU harmless for any taxes owed and any interest or penalties assessed.

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

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

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

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

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

Name: Nancy Ellis
Address: 600 DeMers Ave; PO Box 373, East Grand Forks, MN 56721
Telephone: 218-773-0124
E-Mail: nellis@egf.mn
Fax: 218-773-2507

V. CANCELLATION AND TERMINATION.

- A. This contract may be canceled by MnSCU at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
 - B. Termination for Insufficient Funding. MnSCU may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.
- VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign or transfer any rights or obligations under this contract without the prior written consent of MnSCU.
- VII. **LIABILITY**. The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MnSCU's failure to fulfill its obligations pursuant to this contract.
- VIII. **WORKERS' COMPENSATION**. The CONTRACTOR certifies it is in compliance with Minnesota Statutes § 176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MnSCU employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MnSCU's obligation or responsibility.

IX. **MINNESOTA STATUTES § 181.59.**

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

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

X. **DATA DISCLOSURE.**

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

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

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

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

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

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

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

- XIII. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XIV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XV. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVI. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XVII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; X., Data Disclosure; XI., Government Data Practices Act; XII., Intellectual Property; XIII., Jurisdiction and Venue; and XV., State Audits.
- XVIII. **INSURANCE.** CONTRACTOR shall submit an ACCORD Certificate of Insurance to MnSCU's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insureds. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better prior to execution of the contract. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

A. Workers' Compensation Insurance. CONTRACTOR must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

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

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

In addition, the following coverages must be included:

Products and Completed Operations Liability
Blanket Contractual Liability

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities
NORTHLAND COMMUNITY AND TECHNICAL COLLEGE

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

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities
NORTHLAND COMMUNITY AND TECHNICAL COLLEGE

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

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

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

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

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

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

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

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

XX. **OTHER PROVISIONS.**

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

APPROVED:

1. CONTRACTOR:

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

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

By (authorized signature and printed name)
Title
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES
NORTHLAND COMMUNITY AND TECHNICAL COLLEGE:**

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

Request for Council Action

Date: June, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew , Council Vice President Greg Leigh, Council Members: Henry Tweten, Ron Vonasek, Mark Olstad, Clarence Vetter and Chad Grasssel.

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Declaration of Surplus Property

Background: The East Grand Forks Police Department has acquired a number of vehicles through asset forfeiture which occurs on some DWI and other types of arrests. The below listed vehicles have completely cleared the court process and are now the property of the City of East Grand Forks and/or the Pine to Prairie Drug Task Force (The proceeds of the sale of the Task Force vehicles go to the Task Force less any expenses). It is our wish to have these vehicles declared surplus property so that they may be sold at auction.

Recommendation: Declare the vehicles listed on the attached document as surplus property:

Enclosures: List of seized vehicles to be declared surplus property.



Michael Hedlund
Chief of Police

520 Demers Avenue East Grand Forks, MN 56721
Phone (218) 773 - 1104 Fax (218) 773 - 1108

Request for Council Action – Declaration of Surplus Property – Attachment

June 5, 2013

1. 2000 Oldsmobile Van – VIN# 1GHDX03E3YD327205
2. 1995 Ford PU – VIN # 1FTEF15N5SLB33174
3. 2004 Ford PU – VIN #1FTPX12574NC05929
4. 1991 Buick – VIN #1G4HP54C4MH480627
5. 1998 Ford Taurus - VIN #1FAP52U4WG274536
6. 2000 PONTIAC GPG – VIN# 1G2WP52K1YF100347
7. 1996 MERCURY SABLE – VIN # 1MFM50UXXG636858
8. 1987 CHEV. PU – VIN# 1GCDR14Z0HJ106122
9. 2002 CHEV. IMPALA – VIN # 2G1WF55E329189030
10. 1992 GMC SIERRA – VIN # 1GTDC14Z7NZ532260
11. 1997 DODGE INTREPID – VIN # 2B3HD46F7VH783848
12. 1997 OLDSMOBILE – VIN # 1G3WH52M5VF358554
13. 2000 BUICK – VIN # 1G4HP54K0Y4133059
14. 2008 HYUNDAI – VIN # KMHCN46C08U258624
15. 2006 SATURN ION – VIN # 1G8AL55F862155593
16. 1999 CHEV. MONTE CARLO – VIN # 2G1WX1ZKXX9175617
17. 1994 GMC VAN - VIN # 1GKEL19W2RB537680
18. 2001 CHRYSLER SEBRING – VIN # 4C3AG52H71E101415
19. 1989 TOYOTA PICK UP – VIN # JT4RN81P5K5024058

RESOLUTION NO. 13-XX-XX

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

WHEREAS, the City of East Grand Forks, (hereinafter “The City”) has had significant problems with condensation and the roof leaking at the East Grand Forks City library.

WHEREAS, after numerous attempts to fix the problem the City contracted with Inspec in May of 2011 to do an investigation regarding the leaks and ice dams that were occurring. After the inspection further investigation was recommended.

WHEREAS, after discussion by the City Council, Mayor Stauss requested Kraus Anderson’s involvement in further investigation. On November 22, 23, December 12 and 13, 2011 the roof was opened for assessment by Kraus Anderson and Braun Intertec.

WHEREAS, on February 12, 2012 the Roof Assessment Report was completed by Kraus Anderson and Braun Intertec which recommended a change to the meeting room roof to a cold roof and to re-shingle the entire Library. The City was given assurances that this would resolve the issues.

WHEREAS, on April 4, 2012 the City Council approved the recommendation to re-roof the library’s meeting room roof and to re-shingle the entire Library and on September 10, 2012 reconstruction of the roof began. The Contractors involved were Clayton’s Insulation & Coatings, LLC (Insulation), Creative Interior & Exterior Designs, Inc (Roofing), Kirk Acoustics Inc. (Ceiling tiles) and LS Drywall Inc. Kraus Anderson was the Construction Manager and Braun Intertec was contracted for Special Inspections and in October, 2012 the roof reconstruction was completed and Kraus Anderson applied for a certificate of completion on December 26, 2012.

WHEREAS, in March, 2013 once again the library ceiling showed leakage in the closet of the large meeting room. Krause Anderson and Braun Intertec were both notified and Matt Anderson from Braun recommended removing snow and wire heat tape on the extension of the roof.

WHEREAS, in March, 2013 Joel Smerer was hired to remove snow for the remainder of the winter. In April 23, 2013 Matt Anderson from Braun Intertec did another investigation of the roof and recommended that more investigation be done.

WHEREAS, on April 27, 2013 Chris Larkin from Kraus Anderson did a simple investigation with no conclusion and on May 21, 2013 Matt Anderson from Braun Intertec did another investigation further into the roof cavity.

NOW, THEREFORE, BE IT HEREBY RESOLVED

1. That the City has expended significant public resources to resolve the Library roof problem.
2. That the City has provided Kraus Anderson and Braun Intertec ample opportunity to investigate and resolve the issues.

3. That the City Council requests that the City attorney provide Kraus Anderson, Braun Intertec and their subcontractors with written notice of the City's claim as required by the contract.
4. The City Council requests that the City Attorney and the Interim City Administrator work with the appropriate parties to resolve the roof issues. However, if a satisfactory solution is not be agreed upon, the City Council gives the City Attorney the authority to take any legal action up to including litigation.
5. The City Council authorizes the Interim City Administrator, the Mayor and the City Attorney to sign all appropriate documents.

Voting Aye:
Voting Nay:

The President declared the resolution passed.

Passed: _____, 2013

Attest:

 Interim City Administrator/Clerk-Treasurer

 President of Council

I hereby approve the foregoing resolution this ____ of _____, 2013.

 Mayor