

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, NOVEMBER 26, 2013 - 5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Engineer Amendment to Contract – Greg Boppre/Engineer Committee**
- 2. Amendment of the Facility Plan for Stabilization Ponds – Greg Boppre**
- 3. Annexation Update – Ron Galstad**
- 4. Snow Removal Agreement in Pinehurst Court – Megan Nelson**
- 5. Elected Official Insurance – Karla Anderson**
- 6. Consider Excess Liability Coverage for 2014 – Karla Anderson**
- 7. MPO Work Program – Clarence Vetter/Nancy Ellis**
- 8. Polk County Radio Grant – Gary Larson**
- 9. Capital Improvement Budget Discussion – David Murphy**

ADJOURN:

Upcoming Meetings

Regular Council Meeting – December 3, 2013 – 7:00 PM – Council Chambers
Work Session – December 10, 2013 – 5:00 PM – Training Room
Regular Council Meeting – December 17, 2013 – 5:00 PM – Council Chambers

Request for Council Action

Date: November 20, 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: Amendment to Engineering Contract

Background:

The City Council setup a committee to discuss the engineering fees for the wastewater pond upgrade project and Councilmember Vetter was chosen as the spokesman for the committee. Therefore, Brad Bail and I met with Mr. Vetter to negotiate the fees for the project. The negotiations went over the course of a couple of weeks and on Thursday, November 14, Mr. Vetter and I came to an agreement.

I do need to say that Mr. Vetter was very professional in these negotiations.

Summary of agreement:

- a) Preliminary/Design and Bidding Phase - Lump Sum \$700,000
- b) Construction Phase - 3%(max) of construction cost

Recommendation:

Approve engineering amendment

Enclosures:

Amendment No. 1 to Engineering Agreement

AMENDMENT NO. 1
TO
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
FOR PROFESSIONAL SERVICES

1. Background Data

- A. Effective Date of Owner – Engineer Agreement: November 20, 2012
- B. Owner: City of East Grand Forks
- C. Engineer: Widseth Smith Nolting
- D. Project: 2015 City Project No. 1 – Sanitary Sewer Improvements – Stabilization Pond Upgrade

2. Nature of Amendment

- A. Exhibit A, ‘ENGINEER’s Services,’ consisting of 8 pages.
- B. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of 4 pages.
- C. Exhibit D, “Duties, Responsibilities and Limitations of Authority of Resident Project Representative,” consisting of 5 pages.

3. Description of Modifications

Provide Engineering Design, Construction Observation & Administration Services for 2015 City Project No. 1 – Sanitary Sewer Improvements – Stabilization Pond Upgrade.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is December 3, 2013.

OWNER: City of East Grand Forks

ENGINEER: Widseth Smith Nolting

By: Lynn Stauss

By: Greg Boppre

Title: Mayor

Title: Office Manager – V.P.

Date Signed: _____

Date Signed: _____

This is **EXHIBIT A**, consisting of 7 pages,
referred to in and part of **Amendment No. 1 to the
Agreement between OWNER and ENGINEER
for Professional Services** dated
December 3, 2013.

Initial:

OWNER _____
ENGINEER _____

ENGINEER'S SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A.1.01 Study and Report Phase – Work Completed

A.1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. Furnish a review copy of the Preliminary Design Phase documents and any other deliverables to Owner and review them with Owner. Within 7 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
 6. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner a copy of the

revised Preliminary Design Phase documents, and revised opinion of probable Construction Cost.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A.1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. Incorporate any special funding requirements furnished by Owner.
 - b. Provide the regulatory agencies with copy of plans & specifications for review & comment.
 5. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents.
 6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit a final copy of the Bidding Documents, and a revised opinion of probable Construction Cost.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

A.1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 5. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: none at this time
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A.1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
 2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit

D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0, of the Engineering contract.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Labor Compliance.* The labor compliance reporting during construction will be performed by the owner.
6. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
8. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise,

direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

9. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
10. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
11. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
12. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
13. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
14. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of

the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to

obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11. Engineer shall transmit these documents to Owner.

17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: none at this time
19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 *Post-Construction Phase*

A. Post Construction Phase is not included in this amendment.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated December 3, 2013.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative and Contract Administration) – Lump Sum Method Of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Engineer’s Contract Administration Services, if any, as follows:

1. A Lump Sum amount of \$700,000.00 based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$N/A
 - b. Preliminary/Final Design Phase and Bidding Phase \$700,000.00
 - c. Construction Phase \$3% of Construction Contract (Maximum)
 - d. Post-Construction Phase \$N/A
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

C2.02 & C2.03 – Not used

C2.04 Compensation For Resident Project Representative and Contract Administration – Standard Hourly Rates Method of Payment - Maximum not to exceed 3% of construction cost

B. Owner shall pay Engineer for Resident Project Representative and Contract Administration as follows:

1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph shall not exceed 3% of the construction cost (hourly – see attached schedule).
2. *Post-Construction Phase Services.* Not Included

C. Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative or Post-Construction Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 10%.
4. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

D. Other Provisions Concerning Payment Under this Paragraph C2.04

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 10%.
2. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated December 3 2013.

Initial:

OWNER
ENGINEER

STANDARD HOURLY RATES SCHEDULE

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

PERSONNEL	2014	2015 (Est. 3%)	2016 (Est. 3%)
Engineer, Architect V, Land Surveyor V, Scientist V	\$149.00	\$153.00	\$158.00
Architect IV, Land Surveyor IV, Scientist IV, Project Manager IV	\$135.00	\$139.00	\$143.00
Architect III, Land Surveyor III, Scientist III, Project Manager III, Landscape Architect III	\$123.00	\$127.00	\$130.00
Engineer II, Architect II, Land Surveyor II, Scientist II, Project Manager II, Geographer II.....	\$101.00	\$104.00	\$107.00
Engineer I, Architect I, Land Surveyor I, Scientist I	\$86.00	\$89.00	\$91.00
Computer Systems Specialist	\$115.00	\$118.00	\$122.00
Senior Funding Specialist.....	\$92.00	\$95.00	\$98.00
Funding Specialist	\$75.00	\$77.00	\$80.00
Technician V.....	\$102.00	\$105.00	\$108.00
Technician IV	\$96.00	\$99.00	\$102.00
Technician III	\$83.00	\$85.00	\$88.00
Technician II.....	\$67.00	\$69.00	\$71.00
Technician I.....	\$54.00	\$56.00	\$57.00
Administrative Assistant	\$50.00	\$52.00	\$53.00

CHARGEABLE EXPENSES

Mileage (Federal State Rate) subject to change.....	\$.555/mile
Meals/Lodging.....	Cost
Stakes & Expendable Materials.....	Cost
Waste Water Sampler	\$40.00/Day
ISCO Flow Recorder	\$60.00/Day
Photoionization Detection Meter	\$80.00/Day
Explosimeter.....	\$50.00/Day
Product Recovery Equipment	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System)	\$150.00/Day
Soil Drilling Rig	\$35.00/Hour
Ground Water Sampling Equipment.....	\$75.00/Day

All Accounts due and payable within 30 days of billing. A finance charge is computed on a periodic rate of 1% per month which is an annual percentage rate of 12% on any previous balance not paid within 30 days.

These rates are effective for the years indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of **Amendment No. 1 to the Agreement between Owner and Engineer for Professional Services** dated December 3, 2013.

Initial:

OWNER _____

ENGINEER _____

**DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF
RESIDENT PROJECT REPRESENTATIVE**

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

- A. ENGINEER shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
 - 1. *General:*
 - a. RPR is ENGINEER’s agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions.
 - b. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary.

- c. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
- d. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules:*

- a. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:*

- a. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

- a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
- b. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
- c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:*

- a. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications:*

- a. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER.
- b. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. Reports:

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:*

- a. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

Request for Council Action

Date: November 20, 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: Amend Facility Plan - Stabilization Ponds

Background:

The amended Facility Plan is completed, therefore, I would like to present the Facility Plan to the City Council for approval and forward to MPCA.

I have also attached pages 24-26 from the Facility Plan, which explains the proposed schedule, along with a couple of maps.

Recommendation:

Approve amendment to Facility Plan

Enclosures:

Pages 24-26 from facility plan

Map of project

Cross sections

VII. EVALUATION AND SELECTION OF ALTERNATE

A. PA 1:

Alternate A (Do Nothing) is not acceptable, because MPCA has stated the ponds are nearing capacity, which will lead to upgrading the stabilization ponds.

Alternate B (Mechanical Treatment Plant) is uneconomical because of the extremely high yearly operation and maintenance cost and the City's investment in its existing treatment system. This option is not acceptable to the City of East Grand Forks.

Alternate C (Construct dike to divide existing primary cell and upgrade existing cells). This alternate has been selected by the City of East Grand Forks.

Alternate D (Regionalization) was eliminated by the City of East Grand Forks

VIII. DESCRIPTION OF PROPOSED ALTERNATE

A. PA 1:

The proposed upgrade to the existing stabilization ponds would consist of the following proposed schedule:

- | | |
|-----------------|---|
| Fall of 2015: | Set up temporary chemical feed system for flows being transferred from primary to secondary cell. Add chemical over the winter of 2015-2016 to enhance settling and early discharge in the spring of 2016. Structure contract to have additional chemical addition by Contractor in both primary and secondary cells for an early (weather dependent) spring discharge. |
| Spring of 2016: | Spring discharge to be completed by mid May which may require discharges of up to 10 million gallons per day. |
| 2016: | Remove existing secondary cell from service and reconstruct into two 45 acre cells with 7.84 million cubic feet or 58.65 million gallons of storage over 4 foot operating depth. The East new cell would be constructed with temporary baffle wall and floating aeration system to create an approximately 4 acre sub-cell. Contract could be structured to have work sequence require contractor to not wait and water balance both cells at the same time. Set up with State and Federal agencies that water for balance testing can be pumped from the Red River (not a well) to greatly shorten time period required for fill. Yard piping and structures will be set up to allow series or parallel operation and a new forcemain installed along County Road 64 for 2017 flows. Place new secondary cells in operation to protect clay/PVC liner over the winter. |

Spring of 2017: New chemical feed systems and structures will be used to facilitate an earliest as possible spring discharge and pumping over remaining water (not bio-solids) from primary pond to new secondary cells. Forcemain from City would be tied into the new forcemain along County 34 and all flow directed to the aerated 4 acre sub-cell. BOD loading of 1.2 mgd x 8.34 x 200mg/l or 2,000 pounds per day would be reduced 60% minimum to lower loading into the now acting primary cell of around 41 acres. Detention time would be well over 35 days, once the cell is raised to the 6' operating depth (needed for the temporary aeration to properly transfer oxygen).

2017: The contractor start bio-solids removal from existing primary pond. Existing primary pond is reconstructed into two 117 acre, two to six foot operating depth cells with transfer structures and piping for parallel and series operations. Again, contract may require one cell be completed before the other to facilitate operation setup in fall of 2017 and water balances. Contract may be structured such that 1 of the new 110 acre primary cells has to be on line by November of 2017 and based on weather and all other issues that will be worked through, the second new primary cell may be finished in 2018. Water from the Red River is pumped into this second primary cell to protect the base soils from freezing over the winter of 2017 to 2018. The 207 acres of 6 foot deep cells provide 270 million gallons of storage of 1-28 mgd over 210 days. The City does not need 378 gallons of storage (1.8 mgd 20 year design flow x 210 days) for the 2017-2018 winter.

IX. PUBLIC PARTICIPATION

The City of East Grand Forks has conducted several public hearings and the minutes and attendee's are in Exhibit 9.

X. COST ESTIMATE

PA 1

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>
Mobilization	1	LS	\$50,000.00	\$50,000.00
Silt Fence	17,500	LF	\$4.00	\$70,000.00
Remove Riprap	34,572	CY	\$5.00	\$172,860.00
Remove Transfer Structure And Piping	1	LS	\$50,000.00	\$50,000.00
Remove Outlet Structure And Piping	1	LS	\$50,000.00	\$50,000.00
Remove Fencing	15,000	LF	\$2.00	\$30,000.00
Aggregate Surfacing	2,700	CY	\$30.00	\$81,000.00
Random Riprap Ii	28,000	CY	\$50.00	\$1,400,000.00
Filter Fabric	98,500	SY	\$1.50	\$147,750.00
30" Forecmain	5,300	LF	\$100.00	\$530,000.00
Common Excavation	800,000	CY	\$3.00	\$2,400,000.00
Common Borrow	1,300,000	CY	\$5.00	\$6,500,000.00
Construct Inlet Structures	1	LS	\$100,000.00	\$100,000.00
Construct Transfer Structures	1	LS	\$200,000.00	\$200,000.00
Construct Outlet Structure	1	LS	\$50,000.00	\$50,000.00
Pond Prefill	1	LS	\$10,000.00	\$10,000.00
Water Balance Test	4	LS	\$10,000.00	\$40,000.00
Biosolids Removal and Land Application	98,378	CY	\$20.00	\$1,967,560.00
Construct Chain Link Fence	17,500	LF	\$15.00	\$262,500.00
Construct Gate	1	LS	\$5,000.00	\$5,000.00
Topsoil	6,000	CY	\$6.00	\$36,000.00
Seeding	50,000	SY	\$2.00	\$100,000.00
Temporary Aeration	1	LS	\$300,000.00	\$300,000.00
Phosphorous	1	LS	\$275,000.00	\$275,000.00
Subtotal				\$14,827,670.00
Plans/Specifications				\$700,000.00
Inspection/Contract Administration				\$444,830.00
Administration/Legal				\$148,277.00
Contingency				\$2,965,534.00

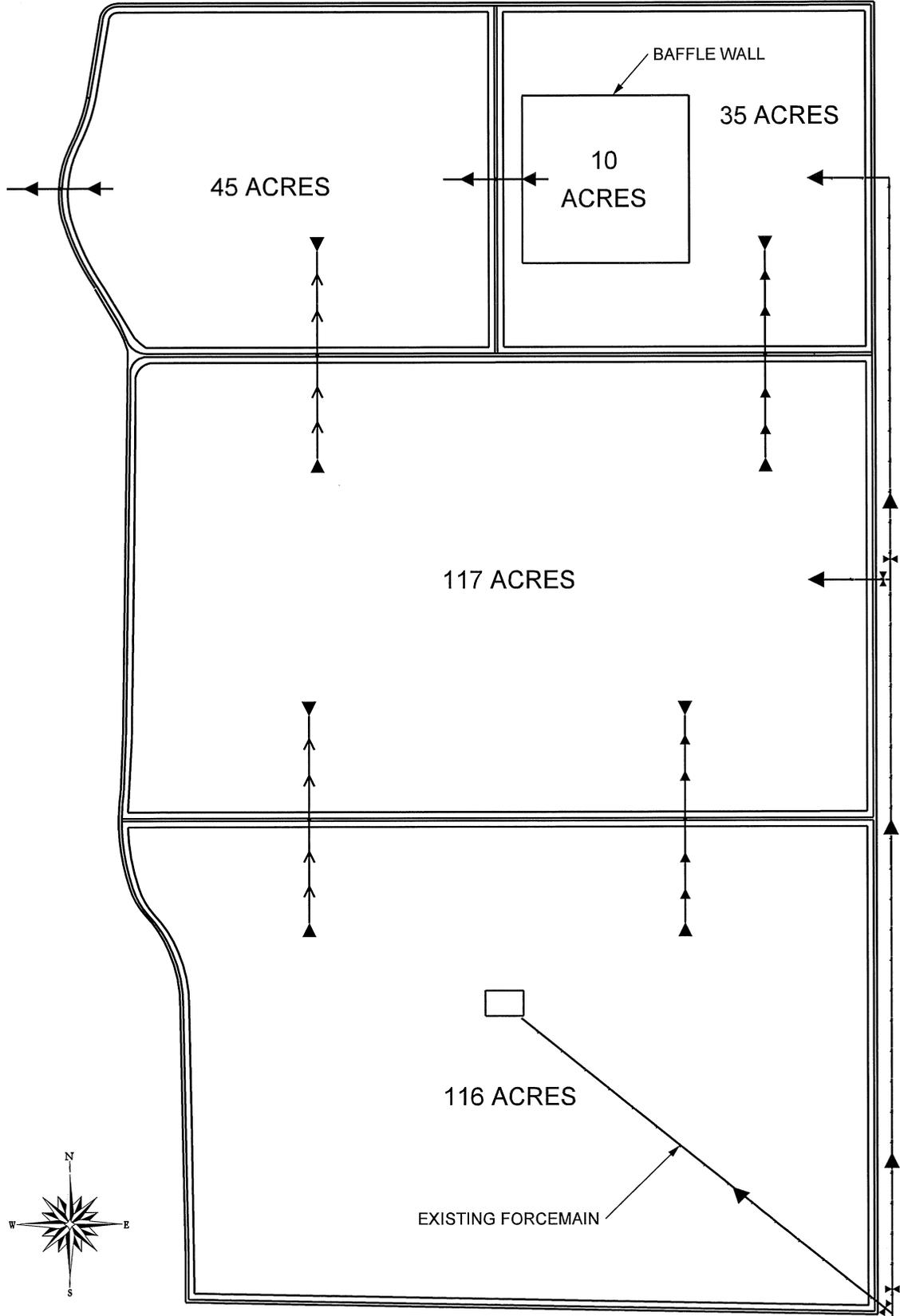
TOTAL

\$19,086,311.00

FUTURE FILTER BUILDING

OPTIONAL FLOW PATHS

PRIMARY FLOW PATHS



10/31/2013 10:22:11 Users\Kglv\Reiterson\Desktop\EGF_pond_layout.dgn

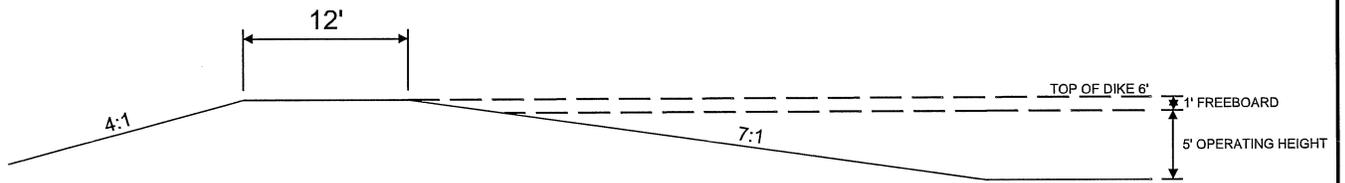


Engineering
Architecture
Surveying
Environmental

DATE:
SCALE:
DRAWN BY:
CHECKED BY:
JOB NUMBER:
24

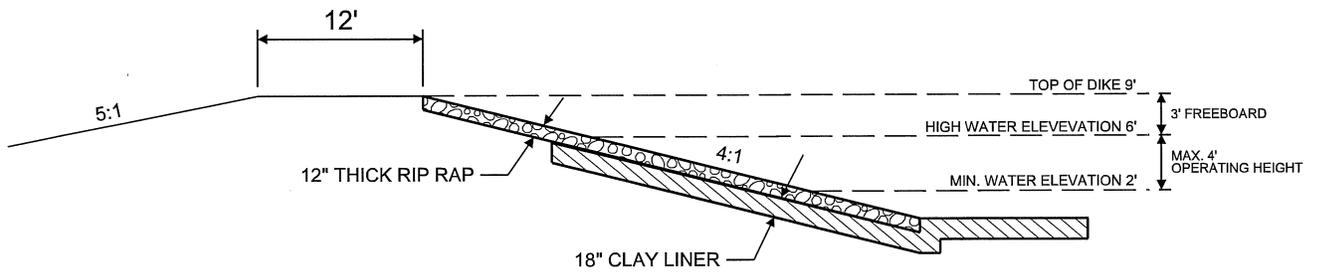
POND LAYOUT

EXHIBIT 6



EXISTING SECTION

NO SCALE



PROPOSED SECTION

NO SCALE

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Engineering
Architecture
Surveying
Environmental

DATE: 10/31/2013
SCALE: NO SCALE
DRAWN BY: KJR
CHECKED BY:
JOB NUMBER: 23

TYPICAL SECTIONS

EXHIBIT 6

Request for Council Action

Date:

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

Cc: File

From: Ron Galstad

RE: Annexation

The ordinance is to annex into the city the property the city acquired from the county. This annexation was previously discussed with the council and I was given directions to draft the ordinance for passage. This ordinance needs to have two readings and then after passage be published.

ORDINANCE NO. _____ SERIES

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, ANNEXING THAT PART OF GOVERNMENT LOT ONE (1), SECTION EIGHTEEN (18), TOWNSHIP ONE FIFTY-ONE (151) NORTH, RANGE FORTY-NINE (49), WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, MINNESOTA.

THE CITY OF EAST GRAND FORKS ORDAINS:

Section 1. This annexation is being passed and adopted pursuant to the provisions of Minnesota Statute § 414.033 subd. 2 clause 1.

Section 2. The City of East Grand Forks, Minnesota (hereinafter referred to the "City") acquired real property from Polk County via warranty deed which was recorded in the office of the Polk County Recorder as Document number A000596185 on September 16, 2002. Hereby attached and incorporated by reference.

Section 3. The land abuts the City of East Grand Forks, is urban or suburban in character and is owned by the City.

Section 4. That the City Council has determined that it is the best interest of the City that said parcel is to be annexed into the City so that it can have access to all City utilities and services.

Section 5. That the notice and public hearing requirements of Minnesota Statute § 414.033 subd. 2b are not required because the parcel is owned by the City.

Section 6. That Minnesota Statute § 414.033 subd. 3, does not control because it is appropriate for annexation under Minnesota Statute § 414.033 subd. 2, clause 1.

Section 7. That the area to be annexed is unplatted and unpopulated property.

Section 8. The City hereby annexes the real property situated in the County of Polk, State of Minnesota, legally described as follows, to wit:

That part of Government Lot One (1), Section Eighteen (18), Township One Hundred Fifty-one (151) North, Range Forty-nine (49), West of the Fifth Principal Meridian, Polk County, Minnesota described as follows: Commencing at the Northwest corner of said Section 18; thence easterly along the North line of said Section 18 a distance of 217.5 feet to the centerline of State Highway No. 220; thence south 42 degrees 51minutes east, along said center line, a distance of 531.9 feet; thence south 1 degree 11 minutes east a distance of 120.34 feet to the point of beginning of the tract herein conveyed on the southwesterly boundary of the right of way of said Highway No. 220; thence south 1 degree 11 minutes east a distance of 455.0 feet; thence at right angles easterly a distance of 296 feet, more or less, to the center of the coulee; thence northerly along the center of said coulee to its intersection with the Southwesterly boundary of right of way of said Highway No. 220; thence northwesterly along said boundary line a distance of 437 feet, more or less, to the point of beginning; containing 2.0 acres.

Section 9. That said land is not in the floodplain or shoreland area.

Section 10. The City Administrator/Clerk Treasurer is hereby directed to file certified copies of this ordinance with the Chief Administrative law Judge, Municipal Boundary Adjustments Division of the state Office of Administrative Hearings (Minnesota Municipal Board), Huntsville Township, Polk County Auditor, and the Minnesota Secretary of State. A copy of the annexation ordinance must be delivered immediately to the Polk County auditor upon approval of the chief administrative law judge.

Section 11. City Code Chapter 10 entitled Definitions and General Provisions Applicable to the Entire City Code Including Penalty for violation” is hereby adopted in its entirety, by reference, as repeated verbatim herein.

Section 12. This ordinance shall take effect and be in force from and after its passage and publication and be given number _____series, and after its approval by the Chief Administrative law Judge, Municipal Boundary

Adjustments Division of the state Office of Administrative Hearings (Minnesota Municipal Board),

VOTING AYE: _____

VOTING NAY: _____

ABSENT: _____

The President declared the Ordinance passed.

ATTEST:

PASSED: _____, 2013

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing Ordinance this _____ day of _____, 2013.

Mayor

Request for Council Action

Date: 11/22/13

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: Megan Nelson

RE: Pinehurst Court Snow Removal Agreement

Background:

In November of 2012 the City Council approved an agreement between the City and the residents living in Pinehurst Court to have their private right-of-way cleaned. This agreement was done so snow removal services could be provided. The plan moving forward was to change this private right-of-way and have it dedicated as public right-of-way. The process of changing the dedication of this right-of-way has started but has not been completed.

Recommendation:

To allow for snow removal services and for liability purposes, I recommend the City enter into another agreement with these residents.

Enclosures:

Copy of the Agreement with a new termination date.

CITY OF EAST GRAND FORKS
AND
RESIDENTS OF PINEHURST COURT
ACCESS EASEMENT MAINTENANCE AGREEMENT

This agreement is between the City of East Grand Forks, hereinafter “City” and the residents of Pinehurst Court hereinafter referred to as “Resident”.

Recitals

1. The City is authorized to enter into this agreement pursuant to City Charter, City Code and Minnesota Statute.
2. Resident has asked the City to declare the private access easement as depicted on the Plat of Water’s Edge Second Addition to be Public Right of Way. See Plat hereby attached as exhibit “A”.
3. The City is not able to accomplish this request at the present time.
4. Resident has now asked the City to provide snow removal for the access right of way for the winter.
5. City believes that it is in the best interest of the resident and public safety to provide this service until the private access easement can be declared public right of way.
6. The parties are entering into this maintenance agreement to govern the duties and responsibilities of the parties.

Terms

1. Term of the Maintenance agreement.
 - 1.1 Effective Date: This contract will be effective on the date last signed by the Resident and all City Officials.
 - 1.2 It is anticipated that the snow removal service will be provided for one winter season and will expire on May 1, 2014.
2. Services.
 - 2.1 City will provide snow removal service.
3. Responsibilities of the City.

3.1 City will provide snow removal service on a per needed basis on the same terms and time frame as provided for the general public of the City of East Grand Forks.

4. Responsibilities of the Resident.

4.1 Resident shall follow all calendar parking and emergency snow removal regulations to allow for efficient snow removal. Resident specifically understands that any vehicle or other obstruction to the removal of snow from the access easement will be towed or removed at the resident's sole expense. See City Code Chapter 72 Parking Regulations.

5. Liability.

5.1 Resident SHALL expressly assume all risks of injury, loss, or damage arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of (City), its officers, its employees, or by any other cause.

5.2 Resident SHALL release and discharge (City), its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of (City), its officers, its employees, or by any other cause.

5.3 Resident SHALL further agree to defend, indemnify and hold harmless (City), its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs and attorney fees, including those arising from any third party claim asserted against (City), its officers, employees, insurers or self-insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of (City), its officers, its employees, or by any other cause.

5.4 Resident hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of (City), its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5.5 The responsibility of the City's liability is governed by Minnesota Statutes chapter 466 and other applicable law.

5.6. The Resident SHALL obtain their own liability and property damage insurance to cover any loss related to this contract.

6. Government Data Practices.

6.1 City must comply with the Minnesota Government Data Practices Act, Minn.Stat. Ch.13 as it applies to all data governed by this agreement. The civil remedies of Minn.Stat. section 13.08 apply to the release of the data.

7. Governing Law.

7.1 This agreement shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

8. Termination.

8.1 Either Party may cancel this agreement with or without cause upon 10 days written notice to the other party.

DATED _____

CITY OF EAST GRAND FORKS

BY _____
Mayor-Lynn Stauss

BY _____
City Administrator-David Murphy

RESIDENT

BY _____

Request for Council Action

Date: 11/14/13

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

Cc: File

From: Karla Anderson

RE: Recommendations for Elected Official insurance coverage

Background:

In the past, Elected Officials have been covered under the City of East Grand Forks workers compensation. In case of an injury, an elected official gets the same workers' compensation benefits as any other city employee. This coverage requires a resolution passed by the City Council. I recommend that the city council approve this coverage for Elected Officials for the calendar year 2014.

League of Minnesota Cities Insurance Trust

Group Self-Insured Workers' Compensation Plan
145 University Avenue West
St. Paul, MN 55103-2044

RENEWAL DATA

The "City:"
EAST GRAND FORKS, CITY OF
600 DEMERS AVE
E GRAND FORKS MN 56721-1840

Agreement No.: 0200011432
Quote To:
Quote Due On: 12/01/13
Agreement Expires: 1/13/14

Your coverage under the LMCIT Self-Insured Workers' Compensation program will expire soon. This Renewal Data sheet will be used to generate a premium quote for the different workers' compensation plans available. A copy of the City's previous year's selected coverages and premiums is attached for your reference.

Coverage Options

All of the options available to the City are outlined below, and described in the accompanying memo, *Things to Think About When Renewing Your City's Workers' Compensation Coverage*. You can select any coverage options in which the City may be interested. Premium quotes for all coverage options will be provided, and a final coverage decision can be made at the time you receive the complete quote.

Elected Officials: Please indicate if the City would be interested in covering elected officials. Yes No
If yes, please list the estimated annual payroll for all elected officials the City would like to cover under workers' compensation. The 2014 premium rate for mayors and council members is \$.32 per \$100 of payroll. This rate is applied to the greater of either the official's actual salary or an imputed salary of \$70 per week. **Note: Coverage for elected officials requires a resolution passed by the City Council.**

Payroll Description	Code	Amount
Elected Officials	9411	\$ 66,812

Members of Separate Administrative Boards: Please indicate if the City would be interested in covering members of separate administrative boards. Yes No
If yes, please select any separate administrative boards the City would like to cover under workers' compensation. (This coverage includes Board Members only.)

- | | |
|--|---|
| 1. <input type="checkbox"/> Utility or utility commission | 5. <input type="checkbox"/> Welfare or public relief agency |
| 2. <input type="checkbox"/> Port authority | 6. <input type="checkbox"/> School board |
| 3. <input type="checkbox"/> Housing and redevelopment authority | 7. <input type="checkbox"/> Joint powers board |
| 4. <input type="checkbox"/> Hospital or nursing home board or commission | 8. <input type="checkbox"/> Other _____ |

Employees of Separate Administrative Boards: If the City has elected to cover specific Board Members above, the City can also choose to cover employees of those boards. Please indicate which type of quote the City would like:

- No quote for administrative board employees.
 Combined quote to include employees of both the administrative board and the City.
 Separate quote for employees of the City and each administrative board selected above.

Volunteers: Attached to this Renewal Data sheet is a memo, Accident Coverage for City Volunteers. If the city would like to cover City volunteers, not designated as employees, and members of advisory boards and committees, please review the memo that outlines the various options.

How does the city obtain a quote?
Please complete the attached application and send to LMCIT.

This LMCIT coverage is automatic in the workers' compensation program. There is no additional premium charge for the coverage.

Elected Officials

Elected officials are not automatically covered by workers' compensation statutes. A city that wants to cover elected officials needs to pass an ordinance or resolution to make elected officials "employees" for purposes of workers' compensation coverage.

If the city doesn't pass an ordinance or resolution, workers' compensation benefits from the city won't be extended to the elected official injured on city business. Elected officials include mayors and council members, as well as other elected positions including clerks, treasurers, and other officers.

The 2013 workers' compensation premium rate for elected officials is \$.32 per \$100 of payroll. This rate is applied to the greater of either the elected official's actual salary, or an imputed annual salary of \$3,640. Using the imputed salary, the average premium is \$11.65 per elected official. In case of injury, an elected official gets the same workers' compensation benefits as any other city employee. Indemnity benefits are based on the sum of earnings from the official's regular employment, plus salary (if any) received from the city.

Boards and Commissions

Separate administrative agencies

Cities should consider whether a separate administrative agency will be covered under a stand-alone workers' compensation policy or as part of the city's workers' compensation policy. Examples of boards that could have separate coverage include HRAs, EDAs, port authorities, utilities commissions, and hospital or nursing home boards.

In some cases, the city may prefer entities managed by a separate administrative board have workers' compensation coverage separate from the city. Cities may choose separate coverage for these agencies for a couple reasons:

- It may make it easier to allocate costs appropriately between the two budgets.

Highlight

Elected officials are not automatically covered by workers' compensation statutes. A city that wants to cover elected officials needs to pass an ordinance or resolution to make elected officials "employees" for purposes of workers' compensation coverage.

Learn More

Read more about covering elected officials in:

[Workers' Compensation Coverage for City Officers](#)

Learn More

Read more about covering members of separate administrative boards in:

[Coordinating Coverages for Separate City Boards and Commissions](#)

Request for Council Action

Date: 11/13/13

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

Cc: File

From: Karla Anderson

RE: Consider Excess Liability Coverage for 2104

Background:

Liability options are:

1. Do not waive.
If we do not waive, a single claimant could not claim more than \$500,000 and the single occurrence is limited to \$1,500,000.
2. City waives the limit.
A single claimant could claim up to the \$1,500,000 on a single occurrence, the total for all claims for this occurrence are still limited to \$1,500,000 per occurrence.
3. City waive the limit and purchase excess liability.
The city would purchase an additional \$1,000,000 of coverage. A single claimant could claim up to \$2,500,000 on a single occurrence, the total for all claims for this occurrence are limited to \$2,500,000.

At this time, the estimate we have for this coverage is approximately \$35,000, we have not purchased this excess liability in the past years. This expense is not in the 2014 budget.

The recommendation would be to choose option 1 or 2. In previous years, we have chosen Option 2 (waive the limit, without purchasing excess liability).

Request for Council Action

Date: 11/22/13

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: David Murphy

RE: Capital Improvement Projects

Included in the packet is a preliminary capital improvement budget for 2014 if there is funding available. Staff will be meeting again on Monday to finalize the priority list and will bring that list to the meeting on Tuesday for discussion.

City of East Grand Forks, MN

Capital Improvement Plan

2014 thru 2018

PROJECTS BY FUNDING SOURCE

Source	Project#	Priority	2014	2015	2016	2017	2018	Total
Building Maintenance Fund								
Swimming Pool Maintenance	10-PR-002	3	25,000	25,000	25,000	25,000		100,000
Public Building Improvements	11-BM-001	n/a	0	0	0	0		0
PD HQ mold removal	13-PD-013	n/a	80,000					80,000
Station 1 Improvements Cabinets	14-FD-002	4	10,600					10,600
Station 1 Carpet	14-FD-003	4	15,000					15,000
Station 2 Overhead Doors	14-FD-004	3	7,500					7,500
Library Window Replacment	14-LI-001	4	60,000	60,000	60,000			180,000
Police HQ carpet	14-PD-001	n/a		20,000				20,000
Senior Center Floor	14-PR-004	n/a	30,000					30,000
BL Arena window covered	14-PR-005	n/a	16,000					16,000
Overhead doors PW	14-PW-003	n/a	7,500					7,500
Station 1 Furnace	15-FD-002	3		16,000				16,000
Station 2 HVAC	15-FD-003	3		7,000				7,000
Civic Center Roof	15-PR-001	n/a		60,000				60,000
City Hall window caulking	16-AD-001	n/a			16,000			16,000
Library Carpet replacement	16-LI-001	n/a			191,000			191,000
Station 2 Roof	17-FD-001	3				45,000		45,000
Station 1 Roof	18-FD-001	n/a					83,000	83,000
Police HQ tile flooring	18-PD-001	n/a					25,000	25,000
Building Maintenance Fund Total			251,600	188,000	292,000	70,000	108,000	909,600
Central Equipment Fund								
Street Sweeper	112	3	130,000					130,000
Snowblower	120	3				130,000		130,000
Payloader	131	3			200,000			200,000
Rescue Truck	13-FD-001	n/a	120,000					120,000
Toro Mower with Blower	14-PR-003	n/a		78,000				78,000
Pumper Truck-replace engine 403	15-FD-001	n/a					300,000	300,000
Central Equipment Fund Total			250,000	78,000	200,000	130,000	300,000	958,000
Community Growth Fund								
Downtown Pedestrian Improvments	12-ED-001	4	50,000					50,000
Downtown Wayfinding	12-ED-002	4	25,000					25,000
Flood Wall Medallions	12-ED-003	4	25,000					25,000
Community Growth Fund Total			100,000					100,000
Electric Fund								
New Development	10-EU-002	n/a	75,000	75,000	100,000	100,000	100,000	450,000
Distribution System Replacement	10-EU-003	n/a	225,000	325,000	350,000	500,000	500,000	1,900,000
Street Lights	10-EU-004	n/a	350,000	400,000	350,000	300,000	300,000	1,700,000

Source	Project#	Priority	2014	2015	2016	2017	2018	Total
Vehicles & Equipment	10-EU-006	n/a	68,000	70,000	145,000	130,000		413,000
Meters & Related Equipment	10-EU-007	n/a	15,000	15,000	15,000	15,000	15,000	75,000
Leasehold Improvements	10-EU-011	n/a	2,500	2,500	2,500	2,500	2,500	12,500
Printer, Copiers, Cameras & Related Technology	10-EU-015	n/a	10,000	12,000	10,000	12,000	12,000	56,000
Misc Upgrades and Replacements	10-EU-018	n/a	5,000	5,000	5,000			15,000
Electric Fund Total			750,500	904,500	977,500	1,059,500	929,500	4,621,500

General Fund

Parks Mower Payment	05PAY01	1	6,900	6,900				13,800
JD Front End Loader Payment	06PAY01	1	27,000	27,000				54,000
Snowblower Payment	07PAY01	1	15,000	15,000	15,000			45,000
Fire Truck Payment	08PAY01	1	33,000	33,000	33,000	33,000		132,000
VFW Zamboni Payment	08PAY02	1	9,500	9,500	9,500	9,500		38,000
Front End Loader 2 Payment	08PAY03	1	12,200	12,200	12,200	12,200		48,800
New Police Cars	08-PD-001	n/a	30,000	30,000		32,000	32,000	124,000
Park Playground Equipment	08-PR-004	3	15,000	30,000	30,000	30,000		105,000
Mobile Data Computers	09-PD-003	n/a		20,000				20,000
Light SUV	101	n/a			30,000			30,000
Light Duty Pickup	102	4			30,000			30,000
Sander Truck	104	4				50,000		50,000
3/4 ton pickup	107	4			30,000			30,000
Police SUV	10-PD-001	n/a	38,000	38,000	38,000	40,000	40,000	194,000
1997 Chevy 3/4 Ton Pickup #302	10-PR-001	3		40,000				40,000
2-Ton Truck Payment	11PAY01	1	14,047	14,047	14,047	14,047	14,047	70,235
Civic Zamboni Payment	11PAY02	1	12,192	12,192	12,192	12,192	12,192	60,960
#301 1997 Chevy 3/4 Ton Pickup	11-PR-001	3		40,000				40,000
Motor Grader Payment	12PAY01	1	32,279	32,279	32,279	32,279	32,279	161,395
Snowblower Payment	12PAY02	1	14,500	14,500	14,500	14,500	14,500	72,500
Aerial Platform Truck Payment	12PAY04	1	87,931	87,931	87,931	87,931	87,931	439,655
In-Car Video Systems	12-PD-001	n/a					25,000	25,000
1 Ton Flatbed	146	4	35,000					35,000
1 Ton 2-Door Flatbed	147	4		35,000				35,000
U Plow	14-FD-005	n/a	9,000					9,000
Cemetery Front End Loader	14-PR-002	4	20,000					20,000
2 Ton Truck	153	3	110,000					110,000
Suburban	15-FD-004	n/a		44,000				44,000
Push Plow	176	3		12,000				12,000
V Plow	177	3			12,000			12,000
Radar Detectors	17-PD-002	n/a				10,000		10,000
Street Maintenance	STMAINT	2	300,000	300,000	300,000			900,000
General Fund Total			821,549	853,549	700,649	377,649	257,949	3,011,345

Greenway Maintenance

Trail Improvements	10-PR-004	3	45,000	45,000	45,000	45,000	45,000	225,000
Greenway Maintenance Total			45,000	45,000	45,000	45,000	45,000	225,000

Refuse Fund

Yardwaste Site Improvements	10-SAN-001	3	20,000					20,000
Roll Off Containers - 20 yd	12-SAN-001	3	100,000					100,000
Roll Off Truck	12-SAN-002	4	130,000					130,000
Containers (Comm)	13-SAN-002	n/a	10,000		10,000		10,000	30,000

Source	Project#	Priority	2014	2015	2016	2017	2018	Total
Refuse Fund Total			260,000		10,000		10,000	280,000
State Aid Construction								
23rd Street Reconstruction Payment	10CP01	1	81,000	84,000	88,000	91,000	94,000	438,000
Street Construction	STCONST	3	234,263	231,263	227,263			692,789
State Aid Construction Total			315,263	315,263	315,263	91,000	94,000	1,130,789
State Aid Maintenance								
23rd Street Reconstruction Payment	10CP01	1	118,062	115,110	112,048	108,840	105,522	559,582
State Aid Maintenance Total			118,062	115,110	112,048	108,840	105,522	559,582
Storm Water Protection Fund								
Liftstation #9 Upgrades	08-SW-001	3		7,000				7,000
SCADA-telemetry	08-SW-003	3	20,000					20,000
Repair Outfalls	10-SW-003	2		20,000		20,000		40,000
Liftstation #9 Pipe, Pump	11-SW-001	3	25,000					25,000
Slope Mower Payment	12PAY03	1	14,250	14,250	14,250	14,250	14,250	71,250
Overhead doors PW	14-PW-003	n/a	7,500					7,500
Mower - 10' Deck	161	3		65,000				65,000
Storm Water Protection Fund Total			66,750	106,250	14,250	34,250	14,250	235,750
Unfunded/Donors/Referendum								
SCADA upgrade	14-WW-001	n/a		270,000				270,000
CC Parking lot	16-PR-001	n/a			2,800,000			2,800,000
Park Shelters	16-PR-002	n/a			20,000	20,000	20,000	60,000
Unfunded/Donors/Referendum Total				270,000	2,820,000	20,000	20,000	3,130,000
Wastewater Fund								
Pipe Replacment/Repair	10-WW-004	2	150,000					150,000
Lift Station Maintenance	10-WW-005	2	60,000	60,000	60,000	60,000		240,000
Lift Station #5	15-WW-001	2		2,500,000				2,500,000
Wet Well	15-WW-002	2		750,000				750,000
1 1/4 Ton Truck	234	4		35,000				35,000
Wastewater Fund Total			210,000	3,345,000	60,000	60,000		3,675,000
Water Fund								
Water Main Replacement	10-W-001	3	350,000	350,000	350,000			1,050,000
Treatment Process Upgrades	10-W-003	3	65,000	65,000	272,000			402,000
Chemical Feed Equipment Replacement	10-W-004	3	25,000	25,000	25,000			75,000
Building & Grounds	10-W-005	3	100,000	85,000				185,000
Meters & Related Equipment	10-W-007	n/a	14,500	15,000	15,000			44,500
GPS Survey Equipment	10-W-009	n/a	3,000	3,000	3,000			9,000
GIS Hardware & Software	10-W-010	n/a	2,000	2,000	2,000			6,000
Leasehold Improvements	10-W-011	n/a	1,250	1,250	1,250			3,750
Business Office Equipment	10-W-013	n/a		12,500	12,500			25,000
Computer Hardware & Software Replacements	10-W-014	n/a	15,900	15,900	15,900			47,700

Source	Project#	Priority	2014	2015	2016	2017	2018	Total
SCADA	10-W-015	n/a	1,400	1,400	1,400			4,200
Printers,Copiers, Cameras, & Related Technology	10-W-016	n/a	1,250	1,250	1,250			3,750
Network & Workstations - Dept	10-W-017	n/a	4,500	4,500	4,500			13,500
Network & Workstations - City	10-W-018	n/a	3,750	3,750	3,750			11,250
Misc Upgrades & Communications	10-W-019	n/a	5,000	5,000	5,000			15,000
Water Fund Total			592,550	590,550	712,550			1,895,650
GRAND TOTAL			3,781,274	6,811,222	6,259,260	1,996,239	1,884,221	20,732,216

Report criteria:

- Type: B or E or I or M or Z
- Active Projects
- All Projects
- All Departments
- All Categories
- All Priority Levels
- All Source Types

City of East Grand Forks, MN

Capital Improvement Plan

2014 thru 2018

PROJECTS BY DEPARTMENT

Department	Project#	Priority	2014	2015	2016	2017	2018	Total
Administration								
City Hall window caulking	16-AD-001	n/a			15,000			15,000
Administration Total					15,000			15,000
Building Maintenance								
Public Building Improvements	11-BM-001	n/a	0	0	0	0		0
Building Maintenance Total			0	0	0	0		0
Economic Development								
Downtown Pedestrian Improvments	12-ED-001	4	50,000					50,000
Downtown Wayfinding	12-ED-002	4	25,000					25,000
Flood Wall Medallions	12-ED-003	4	25,000					25,000
Economic Development Total			100,000					100,000
Electric Utility								
New Development	10-EU-002	n/a	75,000	75,000	100,000	100,000	10,000	360,000
Distribution System Replacement	10-EU-003	n/a	225,000	325,000	350,000	500,000	500,000	1,900,000
Street Lights	10-EU-004	n/a	350,000	400,000	350,000	300,000	300,000	1,700,000
Vehicles & Equipment	10-EU-006	n/a	68,000	70,000	145,000	85,000	45,000	413,000
Meters & Related Equipment	10-EU-007	n/a	15,000	15,000	15,000	15,000	15,000	75,000
Leasehold Improvements	10-EU-011	n/a	2,500	2,500	2,500	2,500	2,500	12,500
Printer, Copiers, Cameras & Related Technology	10-EU-015	n/a	10,000	12,000	10,000	12,000	12,000	56,000
Misc Upgrades and Replacements	10-EU-018	n/a	5,000	5,000	5,000			15,000
Electric Utility Total			750,500	904,500	977,500	1,014,500	884,500	4,531,500
Fire Protection								
Fire Truck Payment	08PAY01	1	33,000	33,000	33,000	33,000		132,000
Aerial Platform Truck Payment	12PAY04	1	87,931	87,931	87,931	87,931	87,931	439,655
Rescue Truck	13-FD-001	n/a	120,000					120,000
Station 1 Improvements Cabinets	14-FD-002	4	10,600					10,600
Station 1 Carpet	14-FD-003	4	15,000					15,000
Station 2 Overhead Doors	14-FD-004	3	7,500					7,500
U Plow	14-FD-005	n/a	9,000					9,000
Pumper Truck-replace engine 403	15-FD-001	n/a					300,000	300,000
Station 1 Furnace	15-FD-002	3		16,000				16,000
Station 2 HVAC	15-FD-003	3		7,000				7,000
Suburban	15-FD-004	n/a		44,000				44,000
Station 2 Roof	17-FD-001	3				45,000		45,000
Station 1 Roof	18-FD-001	n/a					83,000	83,000
Fire Protection Total			283,031	187,931	120,931	165,931	470,931	1,228,755
Library								

Department	Project#	Priority	2014	2015	2016	2017	2018	Total
Library Window Replacment	14-LI-001	4	60,000	60,000	60,000			180,000
Library Carpet replacement	16-LI-001	n/a			191,000			191,000
Library Total			60,000	60,000	251,000			371,000
Parks and Recreation								
Parks Mower Payment	05PAY01	1	6,900	6,900				13,800
VFW Zamboni Payment	08PAY02	1	9,500	9,500	9,500	9,500		38,000
Park Playground Equipment	08-PR-004	3	15,000	30,000	30,000	30,000		105,000
1997 Chevy 3/4 Ton Pickup #302	10-PR-001	3		40,000				40,000
Swimming Pool Maintenance	10-PR-002	3	25,000	25,000	25,000	25,000		100,000
Trail Improvements	10-PR-004	3	45,000	45,000	45,000	45,000	45,000	225,000
Civic Zamboni Payment	11PAY02	1	12,192	12,192	12,192	12,192	12,192	60,960
#301 1997 Chevy 3/4 Ton Pickup	11-PR-001	3		40,000				40,000
Cemetery Front End Loader	14-PR-002	4	20,000					20,000
Toro Mower with Blower	14-PR-003	n/a		78,000				78,000
Senior Center Floor	14-PR-004	n/a	30,000					30,000
BL Arena window covered	14-PR-005	n/a	16,000					16,000
Civic Center Roof	15-PR-001	n/a		60,000				60,000
CC Parking lot	16-PR-001	n/a			2,800,000			2,800,000
Park Shelters	16-PR-002	n/a			20,000	20,000	20,000	60,000
Parks and Recreation Total			179,592	346,592	2,941,692	141,692	77,192	3,686,760
Police								
New Police Cars	08-PD-001	n/a	30,000	30,000	0	32,000	32,000	124,000
Mobile Data Computers	09-PD-003	n/a		20,000				20,000
Police SUV	10-PD-001	n/a	38,000	38,000	38,000	40,000	40,000	194,000
In-Car Video Systems	12-PD-001	n/a					25,000	25,000
Dispatch Radio Console Replacement	13-PD-001	3	20,000					20,000
PD HQ mold removal	13-PD-013	n/a	80,000					80,000
Police HQ carpet	14-PD-001	n/a		20,000				20,000
Radar Detectors	17-PD-002	n/a				10,000		10,000
Police HQ tile flooring	18-PD-001	n/a					25,000	25,000
Police Total			168,000	108,000	38,000	82,000	122,000	518,000
Public Works								
JD Front End Loader Payment	06PAY01	1	27,000	27,000				54,000
Snowblower Payment	07PAY01	1	15,000	15,000	15,000			45,000
Front End Loader 2 Payment	08PAY03	1	12,200	12,200	12,200	12,200		48,800
Light SUV	101	n/a			30,000			30,000
Light Duty Pickup	102	4			30,000			30,000
Sander Truck	104	4				50,000		50,000
3/4 ton pickup	107	4			30,000			30,000
23rd Street Reconstruction Payment	10CP01	1	199,062	199,109	200,047	199,840	199,523	997,581
Street Sweeper	112	3	130,000					130,000
2-Ton Truck Payment	11PAY01	1	14,047	14,047	14,047	14,047	14,047	70,235
Snowblower	120	3				130,000		130,000
Motor Grader Payment	12PAY01	1	32,279	32,279	32,279	32,279	32,279	161,395
Snowblower Payment	12PAY02	1	14,500	14,500	14,500	14,500	14,500	72,500
Payloader	131	3			200,000			200,000
1 Ton Flatbed	146	4	35,000					35,000
1 Ton 2-Door Flatbed	147	4		35,000				35,000
Overhead doors PW	14-PW-003	n/a	15,000					15,000
2 Ton Truck	153	3	110,000					110,000
Push Plow	176	3		12,000				12,000

Department	Project#	Priority	2014	2015	2016	2017	2018	Total
V Plow	177	3			12,000			12,000
Street Construction	STCONST	3	234,263	231,263	227,263			692,789
Street Maintenance	STMAINT	2	300,000	300,000	300,000			900,000
Public Works Total			1,138,351	892,398	1,117,336	452,866	260,349	3,861,300
Refuse Collection								
Yardwaste Site Improvements	10-SAN-001	3	20,000					20,000
Roll Off Containers - 20 yd	12-SAN-001	3	100,000					100,000
Roll Off Truck	12-SAN-002	4	130,000					130,000
Containers (Comm)	13-SAN-002	n/a	10,000		10,000		10,000	30,000
Refuse Collection Total			260,000		10,000		10,000	280,000
Storm Water Protection								
Liftstation #9 Upgrades	08-SW-001	3		7,000				7,000
SCADA-telemetry	08-SW-003	3	20,000					20,000
Repair Outfalls	10-SW-003	2		20,000		20,000		40,000
Liftstation #9 Pipe, Pump	11-SW-001	3	25,000					25,000
Slope Mower Payment	12PAY03	1	14,250	14,250	14,250	14,250	14,250	71,250
Mower - 10' Deck	161	3		65,000				65,000
Storm Water Protection Total			59,250	106,250	14,250	34,250	14,250	228,250
Wastewater								
Pipe Replacment/Repair	10-WW-004	2	150,000					150,000
Lift Station Maintenance	10-WW-005	2	60,000	60,000	60,000	60,000		240,000
SCADA upgrade	14-WW-001	n/a		270,000				270,000
Lift Station #5	15-WW-001	2		2,500,000				2,500,000
Wet Well	15-WW-002	2		750,000				750,000
1 1/4 Ton Truck	234	4		35,000				35,000
Wastewater Total			210,000	3,615,000	60,000	60,000		3,945,000
Water								
Water Main Replacement	10-W-001	3	350,000	350,000	350,000			1,050,000
Treatment Process Upgrades	10-W-003	3	65,000	65,000	272,000			402,000
Chemical Feed Equipment Replacement	10-W-004	3	25,000	25,000	25,000			75,000
Building & Grounds	10-W-005	3	100,000	85,000				185,000
Meters & Related Equipment	10-W-007	n/a	14,500	15,000	15,000			44,500
GPS Survey Equipment	10-W-009	n/a	3,000	3,000	3,000			9,000
GIS Hardware & Software	10-W-010	n/a	2,000	2,000	2,000			6,000
Leasehold Improvements	10-W-011	n/a	1,250	1,250	1,250			3,750
Business Office Equipment	10-W-013	n/a		12,500	12,500			25,000
Computer Hardware & Software Replacements	10-W-014	n/a	15,900	15,900	15,900			47,700
SCADA	10-W-015	n/a	1,400	1,400	1,400			4,200
Printers,Copiers, Cameras, & Related Technology	10-W-016	n/a	1,250	1,250	1,250			3,750
Network & Workstations - Dept	10-W-017	n/a	4,500	4,500	4,500			13,500
Network & Workstations - City	10-W-018	n/a	3,750	3,750	3,750			11,250
Misc Upgrades & Communications	10-W-019	n/a	5,000	5,000	5,000			15,000
Water Total			592,550	590,550	712,550			1,895,650
GRAND TOTAL			3,801,274	6,811,221	6,258,259	1,951,239	1,839,222	20,661,215

Report criteria:

Type: B or E or I or M or Z

Active Projects

All Projects

All Departments

All Categories

All Priority Levels

All Source Types