

**AGENDA
CITY COUNCIL
CITY OF EAST GRAND FORKS
MARCH 15, 2011
5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

ELECTION OF COUNCIL PRESIDENT AND VICE-PRESIDENT BY WRITTEN BALLOT:

PRESIDENT OF CITY COUNCIL

- a) Temporary Chairman announces that nominations for the Council Presidency are now open.
- b) Motion to close nominations.
- c) Written ballot for Council President
- d) Results declared and elected Council President asked to take the Chair.

VICE-PRESIDENT OF CITY COUNCIL

- a) Council President Announces that nominations are now open for the Vice-Presidency of the City Council.
- b) Motion to close nominations
- c) Written ballot for Council Vice-President.
- d) Results declared and Council Vice-President installed.

OPEN FORUM:

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

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of March 1, 2011.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of March 8, 2011.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

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

3. Consider adopting Resolution No. 11-03-27 a Resolution authorizing governmental unit to be a party to Minnesota Water Agency Response Network (MnWARN).
4. Consider approving the request to award the bid for three mowers (Toro 4100D w/Cab & Toro 360 for Parks & Recreation – Toro 4100D for Public Works) for a price of \$145,216.21.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

5. Regular meeting minutes of the Water, Light, Power and Building Commission for February 17, 2011.

COMMUNICATIONS: NONE.

OLD BUSINESS:

6. Consider approving the following "Off Sale" Weekday Liquor License to Valley Liquors, Inc dba Hugos Wine & Spirits located at 306 14th St. NE, East Grand Forks, MN 56721.

NEW BUSINESS:

7. Consider adopting Resolution No. 11-03-28 a Resolution designating the Mayor's appointment to the Economic Development and Housing Authority Board.
8. Consider adopting Resolution No. 11-03-29 a Resolution declaring a State of Emergency in the City of East Grand Forks, County of Polk due to flooding of the Red River of the North and the Red Lake River.
9. Consider adopting Resolution No. 11-03-30 a Resolution requesting Flood Emergence Assistance from the U.S. Army Corps of Engineers if necessary.
10. Consider approving the purchase of two 2011 Ford Crown Victoria Police Interceptors for a total price of \$44,933.28 from Elk River Ford
11. Consider approving the proposal for Initial Roof Engineering Services for Partial Investigation of Ice Damming and Roof Leakage at East Grand Forks Campbell Library from INSPEC, Inc. for basic services of \$14,700 not to exceed \$20,000.
12. Consider approving the request to award the bid to Midwest Playscapes, Inc. for \$15,231.52 for playground equipment for the Greenway Park and Itts Williams Park.

CLAIMS:

13. Consider adopting Resolution No. 11-03-31 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 9043 for a total of \$362.16 whereas Council Member Buckalew is personally interested financially in the contract.
14. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

ADJOURN:

Upcoming Meetings

Work Session – March 22, 2011 – 5:00 PM – Training Room

Work Session – March 29, 2011 – 5:00 PM – Training Room (If Needed)

Regular Meeting – April 5, 2011 – 5:00 PM – Council Chambers

CITY COUNCIL MEETING

MARCH 1, 2011

**UNAPPROVED
MINUTES OF THE
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, MARCH 1, 2011 – 5:00 PM**

CALL TO ORDER

The Regular Meeting of the East Grand Forks City Council for March 1, 2011 was called to order by Council Vice President Buckalew at 5:00 P.M.

CALL OF ROLL

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council Vice President Craig Buckalew, Council Members Henry Tweten, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT

Dave Aker, Parks & Recreation Superintendent; Greg Boppre, City Engineer; Nancy Ellis, Planning & Zoning; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Scott Huizenga, City Administrator; Jerry Lucke, Finance Director; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

PLEDGE OF ALLEGIANCE:**NEW BUSINESS:**

1. Consider adopting Resolution No. 11-03-25 a Resolution dedicatng the Richard L. Grassel Park.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 11-03-25 A RESOLUTION DEDICATNG THE RICHARD L. GRASSEL PARK.

Council Member Buckalew read Resolution No. 11-03-25. Mayor Stauss presented a plaque to the Grassel family dedicating the Richard L. Grassel Park and for his many years of service to the City of East Grand Forks. Chad Grassel thanked the City and stated that Dick Grassel enjoyed his time on the Council and various boards and commissions. Council Members stated that he was always trying to improve the City, protected the elderly, and enjoyed helping children.

CITY COUNCIL MEETING

MARCH 1, 2011

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

Voting Nay: None.

Absent: DeMers and Gregoire.

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.” If you would like to address the City Council, please come up to the podium to do so.

APPROVAL OF MINUTES:

2. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of February 15, 2011.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE THE MINUTES OF THE “REGULAR MEETING” FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF FEBRUARY 15, 2011.

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

Voting Nay: None.

Absent: DeMers and Gregoire.

3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of February 22, 2011.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE THE MINUTES OF THE “REGULAR MEETING” FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF FEBRUARY 15, 2011.

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

Voting Nay: None.

Absent: DeMers and Gregoire.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

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

Council Member Pokrzywinski pulled item #7.

4. Consider approving the 2011 Airborne Custom Spraying Agreement for mosquito control.

5. Consider approving the request to award the bid for the Zamboni 545 Ice Resurfacer for the Civic Center to Frank J. Zamboni & Co., Inc. for a total amount of \$89,000.00.
6. Consider approving the request to award the bid for the HVAC System for the Police Department to McFarlane for a total amount of \$77,900.00.
7. Consider approving the following "Off Sale" Weekday Liquor License to Valley Liquors, Inc dba Hugos Wine & Spirits located at 306 14th St. NE, East Grand Forks, MN 56721.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO APPROVE THE FOLLOWING "OFF SALE" WEEKDAY LIQUOR LICENSE TO VALLEY LIQUORS, INC DBA HUGOS WINE & SPIRITS LOCATED AT 306 14TH ST. NE, EAST GRAND FORKS, MN 56721.

Mr. Dukart, Dukes Liquor owner, stated that this will hurt the small liquor establishments within East Grand Forks. Mayor Stauss announced that by approving this will hurt but the City cannot deny an application for off-sale. Council Member Pokrzywinski stated that the City cannot deny to protect a legit business so therefore he will vote in favor. Mr. Dukart requested this to be tabled so that he is able to prepare a presentation on why this application should be denied. Council Member Leigh withdrew his second and motion died.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO TABLE THE FOLLOWING "OFF SALE" WEEKDAY LIQUOR LICENSE TO VALLEY LIQUORS, INC DBA HUGOS WINE & SPIRITS LOCATED AT 306 14TH ST. NE, EAST GRAND FORKS, MN 56721.

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

Voting Nay: None.

Absent: DeMers and Gregoire.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE CONSENT MOTIONS NUMBER FOUR (4) THROUGH SIX (6) AS SUBMITTED.

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

Voting Nay: None.

Absent: DeMers and Gregoire.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

8. Regular meeting minutes of the Water, Light, Power and Building Commission for February 3, 2011.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

CLAIMS:

9. Consider adopting Resolution No. 11-03-26 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 8900 for a total of \$316.62 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 11-03-26 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 8900 FOR A TOTAL OF \$316.62 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Tweten, Leigh, and Pokrzywinski.

Voting Nay: None.

Abstain: Buckalew.

Absent: DeMers and Gregoire.

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

Advanced Business Methods Inc	Copier Lease	\$159.80
Alltel	Cell Phone	\$401.27
Altru Health Systems	BLS Instructor Card/Manias	\$5.00
Amazon.com	Kindle	\$139.00
Ameripride Linen & Apparel Services	Cleaning Supplies/Services	\$440.81
Auto Glass & Aftermarket Inc	Replace Windshield #128	\$444.00
Baker & Taylor Co	Books	\$261.76
Barnes Distribution	Shop Tool	\$740.54
Bartlette Sharon	Art Festival Artist	\$100.00
Batteries Plus	Batteries	\$82.70
Best Western Kelly Inn St Paul	Lodging/Huizenga/Stauss/Demers/Buckalew	\$854.48
Black Chris	Art Festival Artist	\$100.00
Blue Cross Blue Shield of ND	EDHA Insurance	\$5,764.50
Border States Electric Supply	Bulbs	\$80.52
Brad & Jamie Christianson & Wells Fargo Bank	New Construction Loan	\$5,000.00
Brite-Way Window Cleaning	Window Cleaning	\$60.00
Brodart Co	Books	\$173.37
Buckalew Craig	Reimb Meals & Mileage/St.Paul/CGMC	\$411.54
Bud & Ralph's Appliance Service Inc	Repairs/Sunshine Terrace	\$104.25
C&R Laundry & Cleaners	Dry Cleaning/FD	\$67.79
Carquest Auto Parts	Breather Vents Inventory	\$17.61
Carson Industries Inc	Cleaning Supplies	\$199.90

CITY COUNCIL MEETING

MARCH 1, 2011

Cash Donald Scott	Dial-A-Ride Jan 2011	\$3,270.15
CBCS	Collection Fee	\$16.00
CENGAGE Learning	Books	\$119.92
Cole Papers Inc	Tissue/Cleaner	\$1,707.90
Comfort Inn	Lodging/Robertson	\$88.30
Demco Educational Corp	Scratch Guards/Material Processing Supplies	\$344.81
DeMers Marc	Reimb Meals/St.Paul/CGMC	\$78.00
Diamond Cleaning Supply Richard Papenfuss	Truck Wash Soap & Cleaning Supplies	\$448.46
Digital-Ally Inc	TS Wireless Mics For Squad Cars	\$337.50
Display Sales Co	Banners	\$3,687.19
Eagle Electric	Rpr Circuit Board Sr Center/Scoreboard Wiring Civic	
EGF Police Petty Cash	Parking Light Sunshine Terrace	\$2,080.75
Explorer Post #38	Reimb Postage	\$11.03
Exponent	Squad Car Cleaning	\$40.00
Fire Safety USA	Flood Control/Labor/Cancellation of PH/RFP 2011 Traffic	\$344.79
Forx Builders Association	Uniforms/Swang	\$200.00
FS Engineering	EDHA Membership Dues	\$330.00
G&K Services	Prof Services 1/24/11 - 2/19/11	\$33,203.26
Gaffaneys	Mats	\$280.60
Gale	Ink	\$132.44
GF Herald	Books	\$116.97
GGF Convention & Visitors Bureau	Newspaper Subscriptions/Library	\$420.16
Glock Professional Inc	Jan 2011 Lodging Tax/Plaza Motel	\$285.60
Godfathers Exterminating Inc	Armorers Course/D.Robertson	\$150.00
Grand Cities Towing	Insects/Sunshine Terrace	\$133.59
Grand Forks City	Towing	\$49.99
Grove Ruby	Dec 2010 Transit	\$16,866.00
GW & Sons Construction Inc	Art Festival Artist	\$100.00
Hajicek Rick	Dispatch Remodel/Renovation	\$25,345.00
Hardware Hank	Cleaning Services	\$142.50
Hearn Jason	Maint Supplies	\$316.62
Heartland Paper	Reimb Mileage/Roseau	\$52.00
Hedlund Mike	Paper/Gloves/Coffee Filters/Batteries/Bags	\$1,436.03
Holiday Credit Office	Registration/02Chev	\$3.25
Hugo's	Fuel For Travel Expenses	\$226.48
Huizenga Scott	Acct End 2483/Meal for EMT Class	\$53.50
International Code Council	Reimb Meals/St.Paul/CGMC Conf/Crookston Flood Mtg	\$118.50
J&G Landscaping Inc	2011 Membership Dues/T.Spoor	\$100.00
Keith's Security World	Groom Trails	\$300.00
Kellermeyer Building Service	Keys For Shop/Door Lock Repair	\$70.68
Kelly Services	Cleaning Services	\$1,923.75
Knutson Printing Company	Temp Services	\$543.19
	Envelopes	\$354.20

CITY COUNCIL MEETING

MARCH 1, 2011

Kossow Linda	Reimb Maint Supplies	\$41.57
Kustom Signals Inc	Hand Held Controller W/Cable	\$98.57
League of MN Cities	Deductible/Pool Accident/Kayleigh Kuznia	\$1,000.00
Lee Kendra	Clean Apt # 110	\$50.00
Liberty Business Systems	Copier Lease	\$73.59
Lithia Payment Processing	Fuel Pump Assy #543/Brake Pads #421	\$1,010.23
Lowes	Granite Top/Dispatch Remodel	\$51.75
Lunseth Plumbing & Heating	Water Heater Repairs	\$2,114.23
M&W Services	Water/Outdoor Rinks	\$180.00
Marco	Copier Contract	\$65.00
Marco Inc	Copier	\$294.31
Memphis Net & Twine Co Inc	Replace Damaged Equipment/Wind Storm	\$37.82
Menards	Shelving/Saw Blades/Grinding Wheel	\$59.96
Micro-Marketing LLC	DVDs	\$44.88
Midcontinent Communications	Cable Sunshine Terrace	\$744.85
Mitch Yoney Snow Removal	Snow Removal	\$1,347.50
MN Dept of Revenue VOID****VOID****VOID***	Sales & Use Tax/Jan 2011	\$932.00
Northern Safety Tech	Strobe Lights/Switches/Lens Inventory	\$1,785.45
Northland Custom Exteriors Inc	Repair Ceiling & Wall/Apt 206 & 222	\$800.00
O'Reilly Auto Parts	Blower Motor & Resistor	\$104.25
Orchard Richard	Unleaded Fuel/6503 Gallson/ Diesel Fuel 1501 Gallons	\$23,555.36
Overhead Door Co	Repairs/Overhead Doors/VFW	\$65.00
Pagnac Diane	Art Festival Artist	\$100.00
Peterson Ashley	Reimb Mileage/Bismarck/Fargo	\$155.00
Polk County Recorder	Filing Fee	\$66.00
Polk Directories	Directory Book	\$335.00
Praxair Distribution	Work Gloves	\$557.50
Premium Waters Inc	Water Service	\$85.12
Quill Corp	Toner/Office Supplies	\$707.88
Qwest	Phone Service	\$2,028.86
Rydell Chevrolet	Front Bumper Cap #250 & Deflector	\$456.76
Safety Kleen Corp	Parts Washer Service/24 Gallons of Waste	\$714.71
Schrage Aeisso	Dig Ally Cards	\$106.71
Seames Jojo	Art Festival Artist	\$200.00
Seidl Fred	Art Festival Artists	\$500.00
Show Me Books	Books	\$187.00
SimplexGrinnell	Replace Outside Camera	\$395.44
	Reimb Mileage/Crookston/Norther RRV Flood	
Stauss Lynn	Forum/St.Paul CGMC Cong	\$437.04
Strata Corp	2010 CP1 Est 6 Final	\$79,567.30
Swang Ryan	Reimb New Hire Uniform	\$145.57
The Child's World Inc	Books	\$159.50
The Pin Center	City Logo Pins	\$500.00

CITY COUNCIL MEETING

MARCH 1, 2011

Thomas Bouregy & Co	Books	\$139.50
Tiger Direct.com	Replacement Computer/Dispatch Remodel	\$584.63
Uniforms Unlimited Inc.	Taser Equipment	\$1,084.96
Valley Truck	Starter #298	\$399.50
Victory Corps	Flaga	\$88.75
Vilandre Heating & A/C	Repairs/Quilters Eden/Dampers	\$811.83
Wachter John	Wastewater/Stormwater Conf	\$1,033.86
Waite Terry	Art Festival Artist	\$100.00
Waste Mgmt	Recycle Roll-Off's Jan 2011/Greensite Jan 2011	\$1,438.51
Water & Light Department	Monthly Services 1/5/11 - 2/5/11	\$40,680.49
White Banner	Uniforms/Hart	\$107.00
Wizard's Enterprises Inc.	Custodial Services	\$490.00
Xcel Energy	Monthly Services	\$23,959.32
Xerox Corporation	Copier Service	\$21.79
Zee Medical Service	First Aid Kit Refill	\$64.18
	Total	<u>\$304,303.98</u>

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

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

Voting Nay: None.

Absent: DeMers and Gregoire.

COUNCIL/STAFF REPORTS:

Mayor Stauss and Council Members stated that Mr. Grassel will be greatly missed. He was very dedicated, knowledgeable, and an excellent Council President. Mr. Huizenga announced that City offices will close from 9:30 a.m. to 1:00 p.m. on March 3, 2011 to attend his funeral. Mr. Richter thanked Ms French for coordinating a gift for the Grassel Family and thanked her for her help on the plaques.

Mr. Gust, Fire Chief, announced that the flood meeting will be on Thursday, March 3, 2011 at 1:30 p.m. at the Fire Station.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO ADJOURN THE MARCH 1, 2011 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:47 P.M.

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

Voting Nay: None.

Absent: DeMers and Gregoire.

Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED
MINUTES OF THE
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, MARCH 8, 2011 – 5:00 PM**

CALL TO ORDER

The Work Session of the East Grand Forks City Council for March 8, 2011 was called to order by Scott Huizenga, City Administrator at 5:00 P.M.

CALL OF ROLL

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council Members Marc DeMers, Henry Tweten, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Dave Aker, Parks & Recreation Superintendent; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.

DETERMINATION OF A QUORUM

1. MnWARN Agreement – John Wachter

Mr. Wachter announced that the Minnesota Water Agency Response Network (MnWARN) is a mutual aid agreement between communities to provide assistance if needed. If a community needs our help we will be reimbursed vice versa. This item will be referred to Council for action.

2. Mowers – John Wachter & Dave Aker

Mr. Wachter provided a copy of the inventory of mowers between Public Works and Parks and Recreation. He stated that all three mowers were budgeted and by combining the purchase it will save on delivery. Mr. Wachter announced that the quotes came in \$23,000 over budget. This item will be referred to Council for action.

3. Playground Equipment – Dave Aker

Mr. Aker announced that he would like to add playground equipment to the Greenway Park and Itts Williams Park. Midwest Playscapes, Inc has a bid of \$15,231.52 including freight and sales tax. Council

Member Leigh suggested that this equipment go to Stauss Park instead of Itts Williams. Discussion occurred regarding the equipment.

4. Campbell Library Roof – Charlotte Helgeson

Ms Helgeson announced that she received a proposal for Initial Roof Engineering Services from INSPEC, Inc which would identify the problems and solutions for the moisture in the roof. She stated that the City has tried so many remedies and nothing has worked so far. Inspec would charge \$14,700 for basic services with some potential other costs. Mr. Huizenga informed City Council that there are BCBG funds available. This item will be referred to Council for action.

ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE MARCH 8, 2011 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:28 P.M.

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

Voting Nay: None.

Absent: Buckalew and Gregoire.

Scott Huizenga, City Administrator/Clerk-Treasurer

RESOLUTION NO. 11 – 03 – 27

A RESOLUTION AUTHORIZING GOVERNMENTAL UNIT TO BE A PARTY TO MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)

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

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them;

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the Agreement) among Governmental Units to allow their water, wastewater and storm water utilities to assist each other in case of an emergency;

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

NOW, THEREFORE, BE IT RESOLVED, that the City of East Grand Forks;

1. Authorizes the Mayor and City Administrator to sign this resolution evidencing the intent of East Grand Forks to be a party to MnWARN; and
2. City Administrator is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN; and
3. City of East Grand Forks agrees to comply with all terms of the Agreement.

Voting Aye:

Voting Nay: None.

Absent: None.

The President declared the resolution passed.

Passed: March 15, 2011

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th of March, 2011.

Mayor

Request for Council Action

Date: 3/1/11

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

Cc: File

From: John Wachter

RE: MNWARN Agreement

Background and supporting documentation of request:

Minnesota Water Agency Response Network (MNWARN) mutual aid agreement is an agreement between communities to provide assistance if called upon. In an emergency, surrounding communities may need assistance with their water, wastewater, and storm water systems. The agreement outlines the framework for assistance.

Recommendation: Sign agreement.



MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN) MUTUAL AID AGREEMENT

This Minnesota Water Agency Response Network (MnWARN) Mutual Aid Agreement is made and entered into by the undersigned Parties.

WHEREAS, the Parties hereto are authorized by law or home rule charter to establish a water, wastewater or storm water utility; and

WHEREAS, the Parties hereto have established a water, wastewater and/or storm water utility; and

WHEREAS, the Parties recognize that an Emergency may require Assistance in the form of personnel, equipment and supplies from a Utility outside the Governmental Unit; and

WHEREAS, the governing bodies of the Parties have investigated the facts and determined that it is in their best interests to authorize their Utilities to work cooperatively with another Party's Utilities when there is an Emergency; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes the Parties by agreement of their governing bodies to jointly or cooperatively exercise any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

ARTICLE I PURPOSE

The Parties recognize that in an Emergency, their Utilities may require Assistance in the form of personnel, equipment and supplies from outside the area of impact. The purpose of this Agreement is to provide a framework, in the event of an Emergency, for the Parties to participate in an intrastate program for mutual aid assistance to provide water, wastewater and storm water utility services. The Parties authorize their Utilities to cooperatively assist other Party's Utilities when there is an Emergency, subject to the discretion of the Responding Party's Authorized Official as set forth in Article IV.

ARTICLE II DEFINITIONS

- A. Agreement — This Water Agency Response Network Mutual Aid Agreement.
- B. Assistance — Resources, including but not limited to personnel, equipment, material and supplies that a Responding Party's Utility provides to a Receiving Party's Utility.
- C. Authorized Official — An employee or official of a Party's Utility that is authorized by the Party's governing body to request Assistance or provide Assistance under this Agreement.
- D. Emergency — Any occurrence that is, or is likely to be, beyond the control of the services, personnel, equipment or facilities of a Party's Utility.
- E. Governmental Unit — A city, county or township in Minnesota or a city's public utilities commission.
- F. MnWARN — The framework for public water, wastewater and storm water utilities in Minnesota to assist other public water, wastewater and storm water utilities when there is an Emergency that requires Assistance from another Utility. The framework includes this Agreement and other resources to be developed and coordinated by the Statewide Committee to implement the purpose of this Agreement.
- G. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. Party/Parties — One or more governmental units that has a water, wastewater or stormwater utility that executes this Agreement or adopts this Agreement by resolution pursuant to Article XIV.
- I. Period of Assistance — The period of time when a Responding Party assists a Receiving Party. The period commences when personnel, equipment or supplies depart from a Responding Party's facility and ends when the resources return to their facility. All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.
- J. Receiving Party — A Party who requests and receives Assistance under this Agreement.
- K. Responding Party — A Party that provides Assistance to another Party pursuant to this Agreement.
- L. Statewide Committee — The committee responsible for overseeing MnWARN on a statewide level.
- M. Steering Committee — The leadership group that established MnWARN and the development of this Agreement.
- N. Utility/Utilities — A water, wastewater and/or storm water utility of a Party.

ARTICLE III ADMINISTRATION

A. Statewide Committee.

1. Voting Members. MnWARN shall be administered through a Statewide Committee. The Statewide Committee shall be comprised of nine (9) voting members. The voting members of the Statewide Committee shall be comprised as follows: (i) an employee or official of a Utility located in Region 1 of the Minnesota Division of Homeland Security and Emergency Management Regions; (ii) an employee or official of a Utility located in Region 2 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iii) an employee or official of a Utility located in Region 3 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iv) an employee or official of a Utility located in Region 4 of the Minnesota Division of Homeland Security and Emergency Management Regions; (v) an employee or official of a Utility located in Region 5 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vi) an employee or official of a Utility located in Region 6 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vii) an employee or official of the Minnesota Rural Water Association; (viii) a representative from the Minnesota Section of the American Water Works Association; and (ix) a representative of the Minnesota Wastewater Operator's Association.
 - a. Initial Voting Members. The initial voting members representing the six regions of the Minnesota Division of Homeland Security and Emergency Management Regions shall be selected by the Steering Committee. The other three voting members shall be selected by the organization they represent.
 - b. Subsequent Voting Members. The appointment or election of subsequent voting members shall be done in accordance with bylaws to be adopted by the Statewide Committee.
 - c. Terms. The terms of the voting members shall be established by the bylaws to be adopted by the Statewide Committee.
 - d. Changes. The Statewide Committee may change the number or composition of the voting members in accordance with its bylaws.
2. Advisory Members. There shall be at least six (6) advisory members of the Statewide Committee who shall not be entitled to vote. The advisory member shall consist of a representative to be selected by each of the following organizations: (i) the Minnesota Pollution Control Agency; (ii) the Minnesota Department of Health; (iii) Minnesota Homeland Security and Emergency Management; (iv) the Association of Minnesota Emergency Managers; (v) the Minnesota Municipal Utilities Association; and (vi) the League of Minnesota Cities. The voting members of the Statewide Committee may change the number or composition of the advisory members in accordance with its bylaws. The terms of the advisory members shall be established by the bylaws of the Statewide Committee.
3. Officers. The Statewide Committee shall have the following officers: a Chair, a Vice-Chair and a Secretary. The initial officers shall be elected by the Statewide Committee at its first meeting. The terms of the initial officers and subsequently elected officers

shall be established by the bylaws of the Statewide Committee. The officers shall have the following powers:

- a. Chair. The Chair shall have no more power than any other member of the Statewide Committee except that the Chair shall act as the presiding officer at all Statewide Committee meetings and may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- b. Vice-Chair. The Vice-Chair shall act as the presiding officer at any Statewide Committee meeting not attended by the Chair and shall perform the Chair's duties in the Chair's absence. The Vice-Chair may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- c. Secretary. The Secretary shall be responsible for ensuring that minutes are prepared for all Statewide Committee meetings. The Secretary shall also keep all books and records of the Statewide Committee and shall give all notices required by law, and may have other duties as assigned from time to time and prescribed by the Statewide Committee. The Statewide Committee may delegate all or part of the Secretary's duties required under this Section to another person; provided that such delegation shall not relieve the Secretary of ultimate responsibility for these duties

4. Powers. The Statewide Committee shall have the following powers:

- a. To coordinate emergency planning and response activities of Utilities in coordination with the emergency management and public health system of the State;
- b. To adopt policies and procedures to further the purpose of MnWARN;
- c. To establish committees, including regional committees, to assist in implementing the purpose of MnWARN;
- d. To develop a resource list of personnel, equipment, supplies and other resources that may be used to provide Assistance;
- e. To establish a website to facilitate the Parties' use of MnWARN;
- f. To develop protocols, forms or procedures for Parties to request assistance;
- g. To develop educational materials; and
- h. To develop training materials and conduct training for Parties.

5. Meetings. The Statewide Committee shall hold meetings as follows:

- a. Organizational Meeting. An organizational meeting shall be held at a time and place to be determined by the Steering Committee.
- b. Regular Meetings. Thereafter, the Statewide Committee shall meet at least annually. A schedule of regular meetings may be adopted by the Statewide

Committee at the organizational meeting. A schedule of regular meetings may be changed from time to time as deemed necessary by the Statewide Committee.

- c. Special Meetings. Special meetings of the Statewide Committee may be called by the Chair and must be called by the Chair upon written request of two Statewide Committee members.
- d. Quorum. The Statewide Committee shall not take official action unless a majority of the voting members are present in person or via electronic communication.

ARTICLE IV REQUESTS FOR ASSISTANCE

- A. Party Responsibility. The Parties shall identify an Authorized Official and one or more alternates; provide contact information including 24-hour access; and maintain the resource information required contained in the member information form to be developed by the Statewide Committee. The Parties shall update this information as required by the bylaws.

In the event of an Emergency, a Party's Authorized Official may request Assistance from a Party's Utility. The Authorized Official must specifically state that Assistance is being requested under MnWARN to activate the provisions of this Agreement. Requests for Assistance can be made orally or in writing. When made orally, the request for Assistance shall be prepared in writing as soon as practicable. Requests for Assistance shall be directed to the Authorized Official of a Party. Specific protocols for requesting Assistance shall be established by the Statewide Committee.

- B. Response to a Request for Assistance. After a Party receives a request for Assistance, the Authorized Official should evaluate if resources are available to respond to the request for Assistance. Following the evaluation, the Responding Party's Authorized Official shall inform, as soon as possible, the Receiving Party's Authorized Official if it can provide Assistance. If Assistance is provided, the Responding Party shall inform the Receiving Party about the type of available resources and the approximate arrival time of such resources.
- C. Discretion of Responding Party's Authorized Official. Adoption of this Agreement does not create any duty to provide Assistance. When a Party receives a request for Assistance, the Authorized Official shall have absolute discretion to provide Assistance or to not provide Assistance. A Party's decision to provide Assistance or not provide Assistance shall be final. No Party nor any employee or officer of any Party shall be liable to any other Party or to any person for failure of any Party to furnish Assistance or for recalling Assistance.

ARTICLE V RESPONDING PARTY PERSONNEL

- A. National Incident Management System (NIMS). When providing Assistance under this Agreement, the Requesting Party's Utility and the Responding Party's Utility shall be organized and function under NIMS.
- B. Control. The personnel of a Responding Party providing Assistance shall be under the direction and control of the Receiving Party until the Responding Party's Authorized Official withdraws Assistance. The Receiving Party's Authorized Official shall coordinate response

activities with the Responding Party's Authorized Official. Whenever practical, Responding Party personnel should plan to be self sufficient for up to 72 hours.

- C. Food and Shelter. The Receiving Party shall supply reasonable food and shelter for Responding Party personnel for Assistance that is provided for more than 72 hours. If the Receiving Party is unable to provide food and shelter for a Responding Party's personnel, the Responding Party's Authorized Official or designee is authorized to secure food and shelter for its personnel and shall be entitled to reimbursement for such expenses from the Receiving Party. Reimbursement for food and shelter shall reflect the actual costs incurred by the Responding Party. If receipts are not available, the Responding Party cannot request reimbursement in excess of the State per diem rates for that area.
- D. Communication. The Receiving Party shall provide Responding Party personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communication among personnel providing Assistance.
- E. Status. Unless otherwise provided by law, the Responding Party's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits. To the extent permitted by law, Responding Party personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the Period of Assistance.
- G. Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Receiving Party's Authorized Official as soon as possible.

ARTICLE VI COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Receiving Party shall reimburse the Responding Party for each of the following categories of costs incurred while providing Assistance during the Period of Assistance.

- A. Personnel. A Responding Party shall be reimbursed for its actual costs paid to personnel providing Assistance during the Period of Assistance. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the Period of Assistance. Reimbursement to the Responding Party must consider all personnel costs, such as salaries or hourly wages, including overtime, and costs for fringe benefits and indirect costs.
- B. Equipment. The Receiving Party shall reimburse the Responding Party for the use of equipment during a Period of Assistance pursuant to the Responding Party's rate schedule. If the Responding Party does not have a rate schedule, the rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Party uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Party must provide such rates in writing to the Receiving Party prior to supplying Assistance. Reimbursement for equipment not referenced on a Party's rate schedule or the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

- C. Materials and Supplies. The Receiving Party must reimburse the Responding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Party must not charge direct fees or rental charges to the Receiving Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period. The Responding Party must provide an itemized bill to the Receiving Party for all expenses it incurred as a result of providing Assistance under this Agreement. The Responding Party must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Receiving Party must pay the undisputed portion of the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the standard rate of interest charged by the Responding Party for unpaid bills. If the Responding Party does not have a standard rate, the interest rate shall be the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum. Any undisputed amount must be resolved using the procedures set forth in Article VII.

ARTICLE VII DISPUTES

The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Mediation. If there is a failure between Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, the Statewide Committee Chair shall select a mediator. If the Chair of the Statewide Committee, has a conflict of interest, the duty for selecting a mediator shall pass to the Vice-Chair.
- B. Arbitration. If the dispute remains unresolved following mediation, the dispute shall be submitted to arbitration under the Uniform Arbitration Act, Minnesota Statutes, Sections 572.08-.30. If the Parties cannot agree on one or more arbitrators, the arbitrator(s) shall be selected using the same procedure set forth for selecting a mediator. The decision of the majority of the arbitrators shall not be binding upon the Parties. If the arbitration decision is not accepted, the Parties may pursue any other legal remedy to resolve the dispute.

ARTICLE VIII RECEIVING PARTY'S DUTY TO INDEMNIFY

For the purposes Minnesota Municipal Tort Liability Act, Minnesota Statutes, Chapter 466, the employees and officers of the Responding Party are deemed to be employees (as defined in Minnesota Statutes, Section 466.01, subdivision 6) of the Receiving Party.

The Receiving Party shall defend, indemnify and hold harmless, the Responding Party, its officers, employees, volunteers and agents from all claims, loss, damage, injury, and liability of

every kind, nature, and description, directly or indirectly arising from the Responding Party's Assistance during the Period of Assistance. The scope of the Receiving Party's **duty to indemnify** includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Receiving Party, or faulty workmanship or other negligent acts, errors, or omissions by the Responding Party personnel. The Receiving Party shall not be required to defend and indemnify the Responding Party for any willful or wanton misconduct of the Responding Party or its officer, employees, volunteers or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The intent of this article is to impose on each Receiving Party a limited duty to defend and indemnify a Responding Party for claims arising within the Receiving Party's **jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466**. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

The Receiving Party's **duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.**

ARTICLE IX DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

ARTICLE X WORKERS' COMPENSATION

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain **workers' compensation insurance or self-insurance coverage, covering its personnel** while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any **workers' compensation benefits paid to its own personnel while they are providing Assistance pursuant to this Agreement**. Each Party waives the right to sue another Party for any **workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of another Party or its officers, employees or volunteers.**

ARTICLE XI INSURANCE

Parties to this Agreement shall maintain the following liability coverages: (1) commercial general liability; and (2) automobile liability, including owned, hired, and non-owned automobiles. Each policy shall have a limit at least equal to the maximum municipal liability limit in Section 466.04, subd. 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than double the maximum municipal liability limit in Section 466.04, subd. 1.

**ARTICLE XII
WITHDRAWAL**

A Party may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee Secretary. Withdrawal takes effect 60 days after notice is sent.

**ARTICLE XIII
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Parties to this Agreement are encouraged to participate in mutual aid and assistance activities conducted under the State of Minnesota Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for Utilities through this Agreement if such a Program were established.

**ARTICLE XIV
NEW MEMBERS**

Other Governmental Units may be added to this Agreement upon approval of their governing body as evidenced by adoption of the resolution attached as Exhibit I to this Agreement and execution by the Governmental Unit's **authorized representatives**. A **Governmental Unit** shall not become a Party to this Agreement until a certified copy of the resolution is received by the Statewide Committee Secretary. The Statewide Committee Secretary shall maintain a master list of all Parties to this Agreement.

**ARTICLE XV
GENERAL PROVISIONS
MODIFICATION**

- A. Modification. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of the Parties to this Agreement. The Statewide Committee Secretary shall provide written notice to all Parties of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Parties.
- B. Signatory Indemnification. In the event of a liability, claim, demand, action or proceeding of whatever kind or nature arising out of a Period of Assistance, the Parties who receive and provide Assistance shall indemnify and hold harmless those Parties whose involvement in the transaction or occurrence that is the subject of such claim, action, demand or other proceeding is limited to execution of this Agreement.
- C. Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.
- D. Notice. A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties to this Agreement shall

provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

- E. Effective Date. This Agreement shall be effective after approval by the Parties' governing body and execution by the Parties' authorized representatives.
- F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- G. Captions. Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement among the Parties.
- H. Waivers. The waiver by a Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- J. Savings Clause. If any court finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

City of _____, Minnesota

The City Council of _____, Minnesota duly approved this Agreement on the _____ day of _____, 20__.

By: _____
Its Mayor

And: _____
Its Clerk

EXHIBIT I

RESOLUTION AUTHORIZING GOVERNMENTAL UNIT TO BE A PARTY TO MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them;

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the Agreement) among Governmental Units to allow their water, wastewater and storm water utilities to assist each other in case of an emergency;

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of [name of governmental unit] considers it to be in the best interests of the [City][County][Town] to be a party to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that [name of governmental unit]:

1. Authorizes [position title of designated employee or official] and [position title of designated employee or official] to sign this resolution evidencing the intent of [name of governmental unit] to be a party to MnWARN; and
2. [Name of designated employee or official] is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN; and
3. [Name of political subdivision] agrees to comply with all terms of the Agreement.

IN WITNESS WHEREOF, [name of governmental unit], by action of its governing body, caused this Resolution to be approved on [Month/Date/Year].

By: _____

Its _____

And: _____

Its _____

EXHIBIT I

RESOLUTION AUTHORIZING GOVERNMENTAL UNIT TO BE A PARTY TO MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them;

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the Agreement) among Governmental Units to allow their water, wastewater and storm water utilities to assist each other in case of an emergency;

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of the _____ considers it to be in the best interest of the City to be a party to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the _____:

1. Authorizes the Mayor and Clerk-Administrator-Treasurer to sign this resolution evidencing the intent of _____ to be a party to MnWARN; and
2. Clerk-Administrator-Treasurer is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN; and
3. _____ agrees to comply with all terms of the Agreement.

IN WITNESS WHEREOF, _____ by action of its governing body caused this Resolution to be approved on _____.

By: _____

Its Mayor

And: _____

Its Clerk-Administrator-Treasurer

MAIL TO:
Secretary of Statewide Committee
MnWARN
217 12th Avenue SE
Elbow Lake, MN 56531



Member Information Form

Utility Information

Utility Name: _____

Fill-in applicable information:

Water Utility:

Wastewater Utility:

Storm Water Utility:

PWS ID#: _____

Permit# _____

Permit# (if applicable)

Connections: _____

Connections: _____

Type of System:

Groundwater OR

Source Water

Physical Address: _____

City/State/Zip: _____

County: _____

24 Hour Telephone# _____

Authorized Official: Primary Contact Information

Name: _____

Title: _____

Emergency Telephone#: _____

E-mail: _____

Additional Personnel Contact Information

Name: _____

Title

Emergency Telephone#: _____

E-mail: _____

Emergency Operation Center:

Name: _____

Emergency Telephone#: _____

E-mail: _____

Return Completed Form to MnWARN at 217 12th Avenue SE, Elbow Lake, MN 56531

Request for Council Action

Date: 3/2/11

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

Cc: File

From: John Wachter

RE: Mowers (P&R and PWD)

Background and supporting documentation of request:

The Parks and Recreation Department and the Public Works Department were both budgeted mowers for 2011. I have received prices from MTI Distributing the Toro dealer for the mowers. By combing the purchase we will save on delivery.

The Parks and Recreation Department was budgeted for two mowers; a 10' ft deck (4100 D) and a 6' deck (360). The Public Works Department for a 10' deck (4100 D).

P&R

10-PR-003/ General Fund – Budgeted \$45,000

Toro 4100D w/ Cab - Actual Cost \$62,259.78 (Over \$17,259.78)

11-PR-002/ General Fund - Budgeted \$18,000

Toro 360 - Actual Cost \$23,445.79 (Over \$5,445.79)

PWD

12-SW-001/Storm Water Fund – Budgeted \$45,000

Toro 4100D - Actual Cost 50,169.25 (Over \$5,169.25)

Prices do not include taxes and delivery.

Recommendation: Purchase mowers



City of East Grand Forks

TORO TURF MAINTENANCE EQUIPMENT QUOTE



Back Dept

<i>Toro 72" Quad-Steer Rotary Mowers</i>	2011 MN State Contract Price
TORO GROUNDSMASTER 360 , 36 HP Kubota Liquid-Cooled Diesel Engine, 2WD , 72" Side Discharge Center-Mount Commercial Rotary Mower, Quad-Steer <i>True All-Wheel Steering</i> , Mechanical Seat Suspension, Arm Rests & Foldable 2-Post ROPS (30534)	\$20,558.83
TORO GROUNDSMASTER 360 , 36 HP Kubota Liquid-Cooled Diesel Engine, 4WD , 72" Side Discharge Center-Mount Commercial Rotary Mower, Quad-Steer <i>True All-Wheel Steering</i> , Mechanical Seat Suspension, Arm Rests & Foldable 2-Post ROPS (30537)	\$23,445.79
Optional: Canopy/Sunshade (30359)	\$552.52
Optional: Grammer Seat with Air Ride Suspension & Vinyl Cushions (30511)	\$1,020.12
TORO GROUNDSMASTER 360 , 36 HP Kubota Liquid-Cooled Diesel Engine, 4WD , 72" Side Discharge Center-Mount Commercial Rotary Mower, Quad-Steer <i>True All-Wheel Steering</i> , Factory Installed ROPS Certified All-Season Cab with Heat & Air Conditioning, Tempered Curved Front Windshield, Front Wiper/Washer, Tinted & Ventible Side & Rear Windows, Interior/Exterior Side Mirrors, Interior Dome Light, SMV Sign, Cloth Cushion Grammer Seat with Air-Ride Seat Suspension & Arm Rests	\$35,808.46
FRONT QUICK ATTACH SYSTEM (QAS) , with Electrical Accessory Kit (30509 & 115-0019) <i>Required For Use With Front Mounted Seasonal Attachments</i>	\$4,141.55
Optional: ROAD LIGHT KIT , Headlights, Red/Amber Flashers & Turn Signals (30517)	\$736.91
Optional: WORK LIGHT KIT , Front & Rear Work Lights (114-5610)	\$228.72
<i>***Front Quick Attach System (QAS) and Electrical Accessory Kit Required for Seasonal Attachment Use</i>	
53" 2-STAGE SNOW THROWER ATTACHMENT , Electric Chute Rotation	\$5,331.20
ROTARY BROOM ATTACHMENT , 60" X 25" Poly Brush, Mechanical Drive and Hydraulic Angle	\$4,860.80
MB 60" SNOW DOZER BLADE , Infinitely variable 0-30 degree left/right electric hydraulic angling, heavy-duty 10-gauge construction, bolt-on reversible/replaceable cutting edge	\$2,485.28
MB 72" SNOW DOZER BLADE , Infinitely variable 0-30 degree left/right electric hydraulic angling, heavy-duty 10-gauge construction, bolt-on reversible/replaceable cutting edge	\$2,955.68
TORO 48" FIXED POSITION V-PLOW and Mount Kit (30378 & 30750)	\$1,685.90
MB 4-POSITION V-PLOW , Electric/hydraulic actuated Straight, Angled, V, or Scoop positioning; 57.5" width, Infinitely variable 0-30 degree left/right, heavy-duty 10-gauge construction, bolt-on reversible/replaceable cutting edge	\$4,650.00

Quote valid for 30 days

All New Toro Commercial Equipment is Sold with a 2 Year Manufactures Warranty.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us at 800-492-9972.

Sincerely,

Matt Arntzen

Wayne Heintz & Matt Arntzen, Sales Representatives



City of East Grand Forks

TORO TURF MAINTENANCE EQUIPMENT QUOTE



2011 Minnesota State Contract Pricing

Toro GM4100-D / GM4110-D

	2011 MN State Contract Price
New TORO GROUNDMASTER 4100-D , 60hp Kubota Liquid Cooled Diesel Engine, 4WD, 10.5' All-out Front Tri-Deck Rotary Mower, Air Ride Seat Suspension , Deluxe Seat, Adjustable Arm Rests, Intergrated Control Hub with Electronic Controls & SmartCool Auto-Reversing Cooling Fan	\$50,169.25
New TORO GROUNDMASTER 4110-D , 60hp Kubota Liquid Cooled Diesel Engine, 4WD, 10.5' All-out Front Tri-Deck Rotary Mower, Air Ride Seat Suspension , Deluxe Seat, Adjustable Arm Rests, Factory Installed Climate Controlled ROPS Certified Cab with Heater & Air Conditioning, Opening Front Windshield, Headlights, Flashers/Turn Signals, Front Wiper/Washer, Interior/Exterior Mirrors, SMV Sign, Intergrated Control Hub with Electronic Controls & SmartColl Auto-Reversing Cooling Fan	\$62,259.78
Optional: LEAF MULCHING KIT (Model 30419)	\$1,139.85
Optional: CRUISE CONTROL KIT (Model 30421)	\$397.20
Optional: (Qty 8) 8" FOAM FILLED CASTER WHEELS (#93-5974)	\$1,077.76

All New Toro Commercial Equipment is Sold with a 2 Year Manufacturers Warranty.

Quote valid for 30 days / Quoted pricing does Not include any applicable tax / Se-Up & Delivery Included

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us at 800-492-9972. Sincerely,

Matt Arntzen

Wayne Heintz, Matt Arntzen, Sales Representatives

Park Dept PWD



City of East Grand Forks

TORO TURF MAINTENANCE EQUIPMENT QUOTE



2011 Minnesota State Contract Pricing	
<i>Grounds Maintenance Equipment</i>	2011 MN State Contract Price
New TORO GROUNDSMASTER 4100-D , 60hp Kubota Liquid Cooled Diesel Engine, 4WD , 10.5' All-out Front Tri-Deck Rotary Mower, Air Ride Seat Suspension, Deluxe Seat, Adjustable Arm Rests, Intergrated Control Hub with Electronic Controls & SmartCool Auto-Reversing Cooling Fan (30449)	\$50,169.25
New TORO GROUNDSMASTER 4110-D , 60hp Kubota Liquid Cooled Diesel Engine, 4WD , 10.5' All-out Front Tri-Deck Rotary Mower, Air Ride Seat Suspension, Deluxe Seat, Adjustable Arm Rests, Factory Installed Climate Controlled ROPS Certified Cab with Heater & Air Conditioning, Opening Front Windshield, Headlights, Flashers/Turn Signals, Front Wiper/Washer, Interior/Exterior Mirrors, SMV Sign, Intergrated Control Hub with Electronic Controls & SmartCool Auto-Reversing Cooling Fan (30447)	\$62,259.78
New TORO GROUNDSMASTER 360 , 36 HP Kubota Liquid-Cooled Diesel Engine, 4WD , 72" Side Discharge Center-Mount Commercial Rotary Mower, Quad-Steer True All-Wheel Steering, Mechanical Seat Suspension, Arm Rests & Foldable 2-Post ROPS (30537)	\$23,445.79
<i>Subtotal</i>	\$135,874.82
<i>MN State Sales Tax (6.875%)</i>	\$9,341.39
Total	\$145,216.21

All New Toro Commercial Equipment is Sold with a 2 Year Manufactures Warranty.

Quote valid for 30 days / Set-Up & Delivery at No Charge / Parts, Operator & Service Manuals Included

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us at 800-492-9972.

Sincerely,

Matt Arntzen

Wayne Heintz, Matt Arntzen, Sales Representatives

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held February 17, 2011 at 5:00 P.M.

Present: Quirk, Ogden, Brickson, Tweten

Absent: None

It was moved by Commissioner Tweten second by Commissioner Brickson that the minutes of the previous meeting of February 3, 2011 be approved as read.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Brickson to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,139,874.41.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

It was moved by Commissioner Brickson second by Commissioner Ogden to approve the plans and specs for the 2011 Electric Equipment & Materials project; advertise for bids, and set the bid opening for 2 P.M. on Wednesday March 9.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

It was moved by Commissioner Brickson second by Commissioner Ogden to approve hiring Brian Johnson for the vacant water plant operator position effective March 7, 2011. His salary was set at the 6 month step of the Water Plant Operator Class "A" which is \$23.74/hour as set forth in the current wage schedule. After a satisfactory six month probation period, the salary would increase to the twelve month step of \$24.37/hour as set forth in said schedule.

It was moved by Commissioner Ogden second by Commissioner Brickson to amend the previous motion to add 5 days of vacation to the offer with a cap of 10 days vacation for Dan to use at his discretion when presenting his offer to Brian because of Brian's prior work history with the department and his years of experience.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

The Commission set March 7, 2011, at 1 PM as the date for mediation with the Teamsters.

It was moved by Commissioner Ogden second by Commissioner Brickson to authorize Dan Boyce to submit comment to the Security & Exchange Commission on Municipal Advisor regulations.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Brickson to adjourn to a closed meeting for the purpose of discussing wage negotiation strategies for the Teamsters Union.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

Minutes of a closed meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held February 17, 2011 at 6:20 P.M.

Present: Quirk, Ogden, Brickson, Tweten

Also present were: Scott Huizenga, Mark DeMers, Craig Buckalew, Dan Boyce and Lori Maloney.

Discussion was held on wage negotiation strategies for Teamsters.

It was moved by Commissioner Tweten second by Commissioner Brickson to adjourn to the next regular meeting on March 3, 2011 at 5 P.M.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

Lori Maloney
Sec'y

**GENERAL INFORMATION SHEET
REQUIRED TO ACCOMPANY ANNUAL BEER AND LIQUOR APPLICATIONS**

1. Name of applicant: Valley Liquors, Inc dba Hughes Wine & Spirit
2. Is applicant an **individual**, **partnership** or **corporation?** (Circle one)
 If individual, go to question 7 and continue. If partnership, go to question 6 and continue.
 If corporation, start at question 3 and continue.

3. Name of Officers
- | | |
|-------------------------------|-----------|
| <u>Kristi Magnuson Nelson</u> | President |
| <u>Diane Magnuson</u> | Vice-Pres |
| <u>David Magnuson</u> | Treasurer |
| | Secretary |

4. Names of Directors
- Kristi Magnuson Nelson
Diane Magnuson
David Magnuson

5. Names of stockholders and number of shares held by each:

Name	Number of Shares
<u>Kristi Magnuson Nelson</u>	<u>54</u>
<u>Diane Magnuson</u>	<u>23</u>
<u>David Magnuson</u>	<u>23</u>

6. Names of Partners: _____

7. Name and address of manager/agent: (must be a resident of city)
Jeff Westrom

8. Seating capacity for serving meals at tables related to the Sunday On Sale liquor license:

9. Are there any delinquent taxes or charges owed to the City on the premises where licenses are to be issued: Yes _____ No X

10. Are there any individuals who are involved with the licenses requested under the age of 21 or not citizens of the United States? Yes _____ No X

Kristi Magnuson Nelson _____
 Signatures of authorized individual Date

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: Waaler Insurance
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: _____

Dates of Coverage: _____

(or)

I am not required to have workers' compensation liability coverage because:

I have no employees covered by the law.

Other (specify) _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.



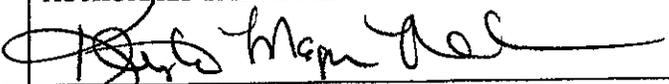
Department of Public Safety
Alcohol & Gambling Enforcement Division
444 Cedar Street, Suite 133
St. Paul, MN 55101

Phone: 651-296-6159 TDD: 651-282-6555

CARD NUMBER

(Office Use Only)

APPLICATION FOR RETAILER'S (BUYER) CARD FOR LIQUOR OR WINE
FEE \$20.00

ISSUING AUTHORITY	TYPE CODE	BUYER'S CARD EXPIRES	INDEN. NO.
PRINT NAME OF LICENSEE (AS SHOWN ON LICENSE) Valley Liquors, Inc dba Hugo's Wine & Spirits		BUSINESS NAME (DBA) Hugo's Wine & Spirits	
BUSINESS ADDRESS 306 14th St NE		COUNTY Polk	BUSINESS PHONE 773-2418
CITY, STATE, ZIP CODE East Grand Forks, MN 56721		AUTHORIZED SIGNATURE 	





Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar St., Suite 222, St. Paul, MN 55101-5133
 (651) 201-7507 FAX (651)297-5259 TTY(651)282-6555
 WWW.DPS.STATE.MN.US



APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE

No license will be approved or released until the \$20 Retailer ID Card fee is received

Workers compensation insurance company, Name _____ Policy # _____
 Licensee's MN Sales and Use Tax ID # 998-4020 To apply for a MN sales and use tax ID #, call (651) 296-6181
 Licensee's Federal Tax ID # 263827560

If a corporation, an officer shall execute this application If a partnership, a partner shall execute this application.

Licensee Name (Individual, Corporation, Partnership, LLC) <u>Valley Liquors, Inc dba Hugo's Wine & Spirits</u>		Social Security #	Trade Name or DBA <u>Hugo's Wine & Spirits</u>	
License Location (Street Address & Block No.) <u>306 14th St NE</u>		License Period From _____ To _____		Applicant's Home Phone #
City <u>East Grand Forks</u>	County <u>Polk</u>	State <u>MN</u>	Zip Code <u>56721</u>	
Name of Store Manager <u>Jeff Westrom</u>		Business Phone Number <u>218-773-2418</u>		DOB (Individual Applicant)

If a corporation or LLC state name, date of birth, Social Security # address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner.

Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
<u>Kristi Sue Magnuson Nelson</u>	<u>8/8/67</u>	[REDACTED]	<u>Pres</u>	<u>54</u>	<u>915 S AM St GF, ND 58201</u>
<u>Dane Gayle Magnuson</u>	<u>1/4/68</u>	[REDACTED]	<u>39 V.P</u>	<u>23</u>	<u>2805 Olson Drive GF, ND 58201</u>
<u>David Magnuson</u>	<u>10/12/69</u>	[REDACTED]	<u>42 Spt/Asst</u>	<u>23</u>	<u>117 N Washington GF, ND 58201</u>
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code

- If a corporation, date of incorporation 11/13/2007, state incorporated in North Dakota, amount paid in capital 900,000. If a subsidiary of any other corporation, so state NONE and give purpose of corporation to sell off sale alcoholic beverages. If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota? Yes No
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state.
1st floor of Hugo's Family Market place
- Is establishment located near any state university, state hospital, training school, reformatory or prison? Yes No If yes state approximate distance. _____
- Name and address of building owner: Valley Markets, Inc.
1950 3rd Ave S Suite C Grand Forks, ND 58201
Has owner of building any connection, directly or indirectly, with applicant? Yes No
- Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued? Yes No If yes, in what capacity? _____
- State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details. NONE
- Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota?
 Yes No If yes, give name and address of establishment. _____

- Are the premises now occupied or to be occupied by the applicant directly separate and distinct from any other establishment? Yes No
9. State whether applicant has or will be granted, an On sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises. Yes No Will be granted
10. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License. Yes No Will be granted
11. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality. _____
12. State Number of Employees 1 until facility is built
13. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)? _____
14. If this license is being issued by a County Board, is it located in an organized township? **If so, attach township approval.**

1. State whether applicant or any of the associates in this application, have ever had an application for a liquor license rejected by any municipality or state authority; if so, give dates and details. NO
2. Has the applicant or any of the associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give dates and details. NO
3. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere, including State Liquor Control penalties? Yes No If yes, give dates, charges and final outcome.
4. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. Yes No If yes, attach a copy of the summons.

This licensee must have one of the following: **(ATTACH CERTIFICATE OF INSURANCE TO THIS FORM.)**

- Check one
- A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.
- or
- B. A surety bond from a surety company with minimum coverage as specified in A.
- or
- C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title <u>Valley Liquors, Inc</u>	Signature of Applicant <u>[Signature]</u>	Date <u>2/10/11</u>
---	--	------------------------

REPORT BY POLICE/SHERIFF'S DEPARTMENT

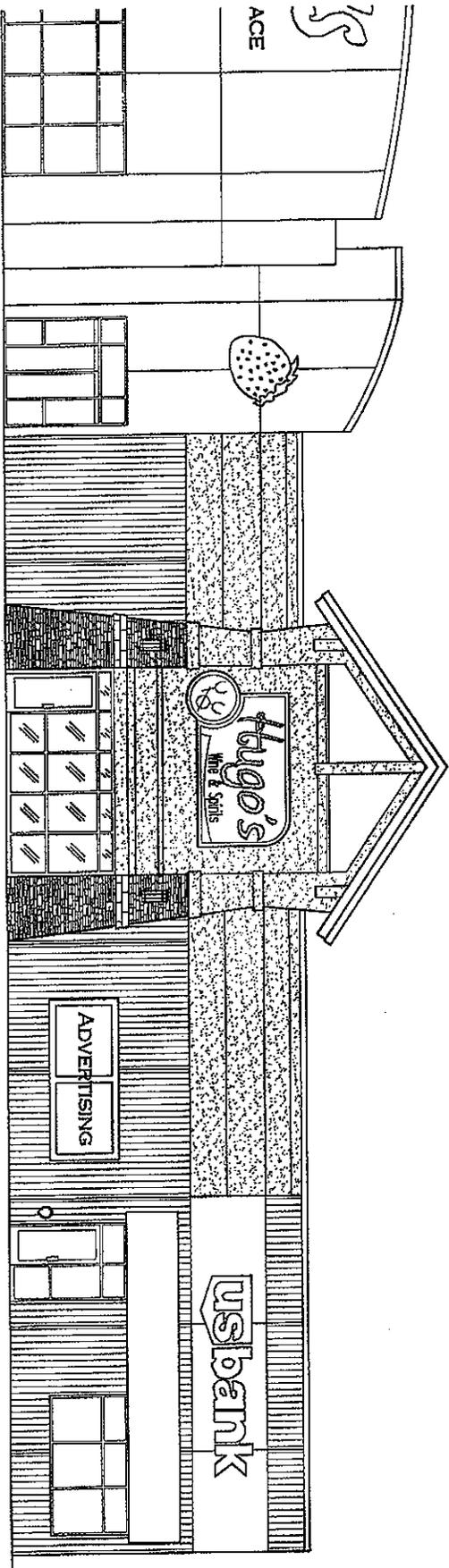
This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota or municipal ordinances relating to intoxicating liquor except as follows:

Police/Sheriff's Department	Title	Signature
County Attorney's Signature		

PS 9136-(2009)

IMPORTANT NOTICE

All retail liquor licensees must register with the Alcohol, Tobacco Tax and Trade Bureau.
For information call (513) 684-2979 or 1-800-937-8864



RESOLUTION NO. 11 – 03 - 28**A RESOLUTION DESIGNATING THE MAYOR’S APPOINTMENT TO THE
ECONOMIC DEVELOPMENT AND HOUSING AUTHORITY BOARD**

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

WHEREAS, the Mayor appoints citizens to fill vacancies on various Boards and Commissions of the City of East Grand Forks each year; and

WHEREAS, These Boards and Commissions are important to the operation of the City due to the value of citizen input on recommendations that are forwarded to the City Council on many important issues.

THEREFORE BE IT RESOLVED, that the City Council of the City of East Grand Forks ratifies the following appointments of Mayor Lynn Stauss to the respective Board and/or Commission for the designated term:

ECONOMIC DEVELOPMENT HOUSING AUTHORITY – Members (which includes two Council members) appointed by the Mayor, subject to approval by a majority of the City Council. Resolution #86-10-100. Six year terms.

Members

Expires

Voting Aye:

Voting Nay: None.

The President declared the resolution passed.

Passed: March 15, 2011

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th day of March, 2011.

Mayor

RESOLUTION NO. 11 – 03 – 29

A RESOLUTION DECLARING A STATE OF EMERGENCY IN THE CITY OF EAST GRAND FORKS, COUNTY OF POLK DUE TO FLOODING OF THE RED RIVER OF THE NORTH AND THE RED LAKE RIVER.

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

WHEREAS, The City of East Grand Forks, a municipal corporation under the laws of Minnesota, may sustain severe losses of a major proportion, brought on by the flooding of the Red River of the North and the Red Lake River in said city; and

WHEREAS, Flood stage in the City of East Grand Forks is an elevation of 28 feet, the elevation of said rivers in said city have been projected to crest at 50 feet or higher; and

WHEREAS, The City of East Grand Forks is a public entity within the County of Polk, State of Minnesota; now therefore

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, for and on behalf of the citizens of said city, that said city Council hereby declares that a major flood emergency does exist and therefore declares a STATE OF EMERGENCY and respectfully requests that the County Board of Polk County, Minnesota, declare for and on behalf of the citizens of said city and of the County of Polk, a “STATE OF EMERGENCY” resulting from the flooding conditions present in the Red River of the North and the Red Lake River.

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

The President declared the resolution passed.

Passed: March 15, 2011

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th of March, 2011.

Mayor

RESOLUTION NO. 11 – 03 – 30

REQUEST FOR FLOOD EMERGENCY ASSISTANCE

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

WHEREAS, Public Law 84-99, as amended, (33 U.S. Code, Section 701n) provides a means of preparing for and combating damage by floods and flood waters; and

WHEREAS, flood fighting may be needed and assistance may be required for the purpose of rescue operations;

NOW, THEREFORE, BE IT RESOLVED that the U.S. Army Corps of Engineers be, and is hereby, requested to furnish assistance in flood fighting and rescue operations.

BE IT FURTHER RESOLVED that in consideration of such assistance the above-named Governmental body agrees to:

- a. Provide to the United States all lands, easements and right-of-way for the emergency work, including, but not limited to, levee, borrow, spoil and access rights-of-way.
- b. Hold and Ave the United States free from all claims for damages attributable to the construction works except for damages due to the fault or negligence of the United States or its Contractors.
- c. Operate and maintain the emergency construction works for the duration of the flood emergency.
- d. Provide common labor.
- e. Provide as required under the applicable provisions of Public Law 91-646, relocation assistance payments to those eligible because of dislocation of persons or property from their dwellings, farms or businesses due to the acquisition of rights-of-way for the emergency flood construction work.
- f. Remove, after the flood emergency, without cost to the U.S. Army Corps of Engineers, any temporary emergency works constructed for the flood emergency.

BE IT FURTHER RESOLVED that the Mayor and/or City Administrator be authorized to enter into agreements with the Corps of Engineers as to the means of supplementing the local flood emergency preparation and flood fighting and rescue operations.

Voting Aye:

Voting Nay: None.

Absent: None.

The President declared the resolution passed.

Passed: March 15, 2011

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th of March, 2011.

Mayor

Request for Council Action

Date: March 9, 2011

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

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: 2011 Police Squad Car Order

Background: As discussed during the 2011 budget preparation meetings it is the intent of the East Grand Forks Police Department to order two (2) new squad cars for the Police Department for 2011. Elk River Ford in Elk River, Minnesota has received the Minnesota State bid for Ford Police Vehicles. In the City of East Grand Forks 2011 Budget there is \$55,000 set aside for the purchase of two (2) new squad cars.

Recommendation: Approve the purchase of two (2) 2011 Ford Crown Victoria Police Interceptors for a total price of \$44,933.28 per bid and adjustments for add-on features. (\$21,718.64 per vehicle for the base package and \$748.00 additional for each vehicle for add-ons). Projected delivery is TBD. I have discussed the various options with City Mechanic Ron Bubendorf and this order generally mirrors what we have done in the past.

While Ford Crown Victorias are being phased out they are still available for this year. This allows us to change over two (2) existing vehicles without having to purchase any new equipment. This helps to minimize our change over costs. Based upon our most recent change over in early 2009 the total cost for striping and equipment change over should be approximately \$6,000.00 meaning this project should come in approximately \$4,000.00 under budget.

Enclosures:

1. Order form from Elk River Ford showing costs for the above vehicles.

Line #	Description	Code	Price	Order
1	DELETE Cruise Control for credit	525	(\$189)	
2	DELETE Limited Slip Axle for credit (3.27 ratio only)	45C	(\$105)	
3	DELETE Block Heater for credit	41H	(\$29)	
4	DELETE Heated Mirrors for credit	61K	(\$29)	
5	DELETE Bodyside Molding Front Not Installed – No Front Molding (Patrol Car Only)	96B	(\$25)	
6	DELETE Power Decklid Release on Door for credit (switch on dash only)	61H	(\$50)	
7	DELETE Rear Door Handles Inoperable for credit	67R	(\$21)	
8	DELETE Carpeting & Floor Mats for credit (HD Vinyl Floors standard)	128	(\$105)	(\$105)
9	DELETE Left Hand Spot Lamp for credit (Patrol Car only)	51A	(\$160)	
10	DELETE Radio Noise Suppression package for credit	53M	(\$80)	
11	DELETE Police Power Pigtail for credit	179	(\$21)	
12	DELETE 5" Center Mount Dome Lamp	54M	N/C	
13	ADD Chrome Grille (Patrol Car only – Street Appearance standard)	66C	\$38	
14	ADD AM/FM Stereo w/ Single CD	58Z	\$155	
15	ADD Power Driver's Seat	21A	\$319	\$319
16	ADD Silicone Hoses w/ Aircraft Clamps	177	\$269	\$268
17	ADD Horn Siren Wiring Prep Package	175	\$34	\$34
18	ADD Keyed Alike to Key Code # _____ (Lmtd. to 6 specific codes, ends in X)		\$42	
19	ADD			
20	ADD Courtesy Lamp Disable	478	\$17	\$17
21	ADD Left Hand Spot Lamp (Street Appearance only)	51A	\$160	
22	ADD Matching Right Hand Spot Lamp (Patrol Car only)	51Y	\$126	
23	ADD Dual Spot Lamps (Street Appearance only)	51Y	\$286	
24	ADD Lateral Bow Reinforcement	185	\$67	
25	ADD 3.55 Limited Slip Axle (limit to 119 mph)		\$33	
26	ADD Locking Gas Filler Cap	98G	\$8	
27	ADD Install Front Door Body Side Molding (Patrol Car only – Street Appearance standard)	96A	\$25	
28	ADD Full Wheel Covers (Patrol Car only – Street Appearance standard)	64N	\$38	
29	ADD Radio 2-way Prewire	946	\$38	
30	ADD Roof Wiring, Hole in center of roof (Includes lateral bow reinforcement)	187	\$164	
31	ADD Roof Wiring, No Hole in roof	189	\$71	
32	ADD Vinyl Rear Seat in lieu of cloth		\$55	
33	ADD Grille Lamp Siren Speaker Wiring	172	N/C	
34	ADD Traction Control (3.27 ratio only)	552	\$105	
35	ADD Trunk Pack w/ Kevlar Front Liner	14T	\$160	
36	ADD Tutone Paint – Patrol Car only (Roof & all 4 doors)	952	\$743	
37	ADD Tutone Paint – Patrol Car only (Hood, roof, & decklid)	953	\$743	
38	ADD Tutone Paint – Patrol Car only (Roof & front 2 doors only)	955	\$743	
39	ADD Tutone Paint – Patrol Car only (Roof, front 2 doors w/ matching bodyside molding)	956	\$743	
40	ADD Delete Power Window Switches (Driver Control only)	948	\$21	
41	ADD Daytime Running Lamps	77D	\$42	
42	ADD Ballistic Front Door Panel – Drivers door only	90L	\$1,088	
43	ADD Ballistic Front Door Panels – Driver & Passenger	90B	\$2,087	
44	ADD Remote Keyless Entry	14R	\$214	\$214
PACKAGES AVAILABLE				
4P	ADD Fire Suppression System ----- This package NOT AVAILABLE at this time -----	60S	\$2,936	N/A
2P	ADD Package Tray Lamp Prewire Group	476	\$38	
3P	ADD Base Police Prep Package – N/A with 68P, 65W, 65U, 65P	65A	\$647	
4P	ADD Complete Police Prep Package – N/A with 65A, 65W, 65U, 65P	68P	\$1,743	
5P	ADD Ready for the Road Package – N/A with 68P, 65W, 65A, 65P	65U	\$3,461	
6P	ADD Visibility Package – N/A with 65U, 65A, 68P, 65P	65W	\$2,596	
7P	ADD Base Lighting Package – N/A with 65A, 65U, 68P, 65W	65P	\$1,642	
8P	ADD LED Base Police Prep Package – N/A with 68P, 65W, 65U, 65P, 65A, 65H, 65R, 65S, 68B	65J	\$866	
9P	ADD LED Complete Police Prep Pkg – N/A with 65A, 65W, 65U, 65P, 68P, 65H, 65J, 65R, 65S	68B	\$2,023	
10P	ADD LED Ready for the Road Package – N/A with 68P, 65W, 65A, 65P, 65U, 65H, 65J, 65R, 68B	65S	\$3,585	
11P	ADD LED Visibility Package – N/A with 65U, 65A, 68P, 65P, 65W, 65J, 65R, 65S, 68B	65H	\$2,689	
12P	ADD LED Base Lighting Package – N/A with 65A, 65U, 68P, 65W, 65P, 65H, 65J, 65S, 68B	65R	\$1,701	
TOTAL OF ALL OPTIONS ADDED TO ORDER (from page 2)			\$748.00	



March 3, 2011

Smart engineering of
roofs, walls, pavements
and waterproofing

Mrs. Charlotte D. Helgeson, Director
East Grand Forks Campbell Library
422 4th Street Northwest
East Grand Forks, MN 56721

RE: Proposal for Initial Roof Engineering Services for Partial Investigation of
Ice Damming and Roof Leakage at East Grand Forks Campbell Library
East Grand Forks, Minnesota
Inspec Project No.: P01229

Dear Mrs. Helgeson:

We are grateful to have been given the opportunity to submit this proposal for services to determine the probable cause of the moisture infiltration and related ice damming at the above-referenced project site.

A. DEFINITIONS

1. Client: East Grand Forks Campbell Library
2. Inspec: INSPEC, INC., Engineers/Architects

B. PROJECT INFORMATION

1. Context

The East Grand Forks Campbell Library was completed in March of 2001. The library has a shingle roof system with a complex roof profile, attic space, insulation, and ventilation systems.

2. Client's Known Problems or Needs

The library reportedly began experiencing ice dams and moisture infiltration along the exterior radius roof area (meeting room) above the curtain wall and in the adjoining rooms soon after construction. Two years after its grand opening, the entire roof system was replaced with new shingles and underlayments. Prior to replacement of the original roof system, leaks were only occurring after temperatures rose above freezing and not during rainfall. Since the roof has been replaced, the area in and around the radius roof has continued to leak during winter thaw and now also leaks during rainfall. Some physical damage to the roof may have also occurred.

5801 Duluth Street
Minneapolis, MN 55422
Ph. 763-546-3434
Fax 763-546-8669

Chicago

Milwaukee

Minneapolis

www.inspec.com

Over the last few years, the Client reported that numerous interior modifications/attempts to address roof leakage have been performed. These include adding insulation at various locations, adding two solar powered roof vents, and removing insulation from various locations and installing new hardboard insulation. Ice dams continue to form and leakage continues to be reported.

Given this project history, there could be a variety of insulating, ventilating or original, or modified construction situations contributing to the ice dams and/or subsequent roof leakage at the radius roof area. Because of the past history and complexity of this problem, we propose performing an initial investigation focused upon the meeting room roof/attic/soffit area. We would then provide our findings and recommendations to you so that an appropriate plan of attack can be established. Understanding how the moisture is created and entering the building is the first step in determining how to remedy the situation.

C. BASIC SERVICES

We are proposing the following investigative and conditional survey services at this time:

1. Review of the original building drawings, specifications, roof and ventilation, related material submittals, and construction documents made available to us.
2. Review of emails, work repair orders, and photographs pertaining to the numerous repairs that have been performed since the original construction.
3. Perform an initial site visit during the cold winter months. Remove a section of sheet metal fascia material from the radius roof fascia at the meeting room area to view fascia conditions. If the roof system and metal flashings are still under warranty, the test opening would require the original installer to remove and make all necessary repairs in order to maintain the warranty.
4. If the attic spaces are accessible in the areas adjacent to the meeting room, we will crawl into the attic space and document the current conditions. Contractor assistance may be necessary for performing the repairs to plastic vapor barrier film and gypsum board, if damaged during this investigation.
5. Perform a second site visit after snow has left the roof surfaces. Make two-to-four roof test openings at the meeting room roof area for the purpose of evaluating the current roof condition, roof construction, basic "cathedral ceiling" ventilation and insulation, and general assembly. Roof test openings will require contractor assistance to properly remove and replace the roofing shingles at the test openings. If these roofs are still under warranty, the test openings would require the roofing system applicator to perform the test openings and make all repairs to maintain a watertight roof system and roof system warranty.
6. The information gathered from these two-site visits, attic/ventilation review, and roof test openings, would be evaluated and summarized in a final report. The report would include our opinion on the probable cause or causes of the ice damming and moisture infiltration, as well as a preliminary recommendation for remedial action. The report would include photographs and sketches for reference purposes. We would anticipate that the report would be completed within three weeks following the completion of the second roof test opening site visit.

7. Attend one scheduled meeting to review the report with Client and Client's representatives. Discuss current findings regarding roofing, insulation and ventilation conditions, and other issues deemed necessary. Preliminary opinions for solutions would also be discussed.

D. COMPENSATION – BASIC SERVICES

Inspec would provide the above-described Basic Services for a fee of \$14,700.

Breakdown of tasks:

1. First site visit.....	\$3,700
2. Second site visit.....	\$3,700
3. Report preparation.....	\$4,880
4. Meeting with Client.....	\$2,420

A Senior Project Manager will provide most of the services as described above in the Basic Services. We will utilize contractor assistance costs for making repairs to the building's interior, sheet metal flashings, and roof test openings as a reimbursable. We recommend an initial budget of \$5,000 for this cost. We recommend reassessing this cost following the first site visit. A second billing option for the contractor assistance costs would be for the contractor to bill directly to the Client.

E. REIMBURSABLES

1. There are no anticipated reimbursables other than possible contractor assistance at this time. Reimbursables could include, but are not limited to, items such as additional consultants (professional or otherwise), testing, etc. Reimbursables may be necessary to address items such as structural, mechanical, or electrical engineering, specialized access means/structures, etc. Inspec's mileage to and from the site has been included in the Compensation for Basic Services.
2. If it becomes necessary to obtain the services of other consultants, we will obtain your authorization before proceeding.

F. COMPENSATION – REIMBURSABLES

1. If found to be necessary, compensation for Reimbursables shall be the amount billed to Inspec times a factor of 1.10. Mileage beyond what is included in the Basic Services would be charged at \$0.72 per mile.

G. ADDITIONAL SERVICES

1. Based on our current knowledge of the existing conditions, we have, to the best of our ability, matched our Basic Services to the current needs of your project. However, when the need arises for us to expand our services in response to conditions or events outside our control, or beyond the initial field testing, we would, under your direction, submit a separate proposal covering such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation thereof.
2. Additional Services may include, but are not necessarily limited to, the following:
 - a. Additional roof test openings beyond what is specified under Basic Services.

- b. Visual investigations into the mechanical, ductwork, exhaust/dryer vents, and other equipment that could be contributors of warm air into the attic spaces.
- c. Perform soffit and attic ventilation calculations.
- d. Consultants (professional or otherwise) hired by Inspec, but not included under Basic Services.
- e. Perform exterior wall test openings to verify exterior wall conditions.
- f. Attend additional meetings and/or conference calls requested by the Client or Client's representatives.
- g. Structural evaluation or analysis of the existing building conditions.
- h. Preparation of design and/or construction documents.
- i. Construction observation and testing services.
- j. Any services resulting from the discovery of asbestos, mold, or any other existing hazardous materials.
- k. Services related to litigation such as depositions and court testimony, and preparation for either.
- l. Site visits beyond those contemplated under Basic Services

H. COMPENSATION – ADDITIONAL SERVICES

1. Compensation for Additional Services shall be established by separate Additional Services proposal(s) unless indicated otherwise herein.
2. Compensation for Additional Services provided directly by Inspec shall be based on Inspec's rate schedule that is current at the time that the Additional Services are provided.
3. Compensation for Additional Services that are provided by others but retained by Inspec shall be based on the amount billed to Inspec times a factor of 1.15.

I. CLIENT'S RESPONSIBILITIES

1. Client shall return a signed copy of this proposal as our authorization to proceed.
2. Client shall coordinate Inspec's work with the Client's on-site personnel, including access to the site, access to the interior attic space, and access to the building roofs. Client shall also coordinate an interview with site personnel knowledgeable about their home conditions.
3. Client shall provide Inspec with the building construction documents, specifications, shop drawings, and any other documents pertaining to the townhomes roof or wall issues.
4. Client shall provide a roofing contractor to assist in the roof test openings and repairs. The roofing contractor must be an approved applicator of the shingle manufacturer to perform and properly repair the test openings to maintain warranty.
5. Client shall provide notice to the tenants prior to the interior and exterior site visits.

J. PAYMENT PROVISIONS

1. Progress payment invoices for Inspec services shall generally be submitted monthly and are payable upon receipt. Invoices shall be considered past due if not paid within thirty (30) days of invoice date.

2. Payment of invoices for Inspec services shall not be contingent on payments received by the Client from other parties.

K. SUSPENSION OR TERMINATION OF SERVICES

1. This Agreement may be terminated by either party in the event of substantial failure to perform in accordance with the terms of this Agreement through no fault of the terminating party, but only after written notice of the specific nature of the failure to perform has been submitted and after seven days opportunity to cure such failure. If this Agreement is terminated, Inspec shall be paid for services performed to the termination notice date including reimbursable expenses due.

L. RISK ALLOCATION / DISPUTE RESOLUTION

1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or litigation.
2. The Client agrees to compensate Inspec for reasonable expenses incurred if Inspec is required to respond to legal processes which are related to Inspec's services, but that arise out of a lawsuit or proceeding to which Inspec is not a party.
3. If the Client brings a lawsuit against Inspec that is dismissed or to which a verdict is rendered for Inspec, the Client will reimburse Inspec for costs of defense, including but not limited to reasonable attorney's fees.
4. In recognition of the relative risks and benefits of the project to both the Client and to Inspec, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Inspec's total liability to the Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Inspec to the Client shall not exceed \$20,000 or the total amount actually paid by Client to Inspec under this proposal, whichever is greater. It is intended that limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

M. REMARKS

This proposal is valid for 60 days, after which time Inspec reserves the right to modify and resubmit.

This Agreement represents the entire and integrated agreement between Client and Inspec and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

We invite you to visit our website at www.inspec.com. We would welcome the opportunity to show you our office and laboratory to learn more about our areas of expertise.

This Agreement entered into as of the day and year first above written.

For Client

Signature

Printed Name

Printed Title

East Grand Forks Campbell Library

DD/bap

For Inspec

Cynthia J Long

Signature

Cynthia Long

Printed Name

Associate, Senior Project Manager

Printed Title

INSPEC, INC.



Minnesota
STATE COLLEGES
& UNIVERSITIES

P.O. Number _____

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[INSERT NAME OF COLLEGE/UNIVERSITY/OFFICE OF THE CHANCELLOR]

FACILITIES PROFESSIONAL/TECHNICAL SERVICES CONTRACT
Contract is specific for use by Finance/Facilities divisions

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 [INSERT NAME OF COLLEGE/UNIVERSITY/OFFICE OF THE CHANCELLOR](hereinafter MnSCU), and [INSERT CONTRACTOR'S LEGAL NAME AND FULL ADDRESS], 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 professional/technical services, and

WHEREAS, MnSCU is in need of professional/technical services, and

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

[DELETE THE FOLLOWING CLAUSES IF CONTRACTOR IS NOT AN INDIVIDUAL. IF CONTRACTOR IS AN INDIVIDUAL, THEY MUST BE INCLUDED.]

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 [INSERT FULL DATE (e.g., January 29, 2011)] or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until [INSERT FULL DATE (e.g., June 30, 2012)] 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:

[INSERT SUFFICIENT DETAIL SO THAT CONTRACTOR CAN BE HELD ACCOUNTABLE FOR THIS WORK. ATTACH ADDITIONAL PAGE(S) IF NECESSARY AND LABEL AS ATTACHMENT X.]

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 [INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g, Fifty and 00/100 Dollars (\$50.00) for eighty (80) hours]
2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed [INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS (e.g. One Hundred Twenty and 00/100 Dollars (\$120.00). IF NONE, INSERT "Zero Dollars (\$0.00)] provided that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations attached hereto. **[ATTACH IF APPLICABLE; DO NOT ATTACH IF NOT APPLICABLE]** The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from MnSCU's authorized representative.
3. The **total obligation** of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed [INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars (\$4,120.00).]

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:

[USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]

2. **[IF APPLICABLE, INSERT THIS CLAUSE.]** Payments are to be made from federal funds obtained by MnSCU through Title _____ of the _____ Act of _____ (Public law and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by MnSCU to the CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

3. 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.
4. Entertainers. Pursuant to Minnesota Statute 290.9201, MnSCU is required to withhold a two percent (2%) tax on the gross compensation, including reimbursable expenses, paid to non-Minnesota entertainers for any performance in Minnesota.

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:
Address:
Telephone:
E-Mail:
Fax:

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:
Address:
Telephone:
E-Mail:
Fax:

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. In the performance of this contract by CONTRACTOR, or CONTRACTOR's agents or employees, the CONTRACTOR must indemnify, save, and hold harmless MnSCU, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by MnSCU, to the extent caused by the CONTRACTOR's:

1. Intentional, willful, or negligent acts or omissions; or
2. Actions that give rise to strict liability; or
3. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of MnSCU's sole negligence. 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 Statute §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. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify MnSCU as the sponsoring agency and shall not be released prior to receiving the approval of MnSCU's authorized representative.

X. MINNESOTA STATUTE §181.59.

The Contractor will comply with the provisions of Minnesota Statute §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.

XI. **DATA DISCLOSURE.**

A. The CONTRACTOR is required by Minnesota Statute §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 Statute §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.

XII. **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.

XIII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

A. MnSCU shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to MnSCU all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MnSCU, execute all papers and perform all other acts necessary to assist MnSCU to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or

jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MnSCU by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of MnSCU's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract 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.

- XIV. **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 contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **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.
- XVI. **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.
- XVII. **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.
- XVIII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Data Disclosure; XII., Government Data Practices Act; XIII., Ownership Of Materials and Intellectual Property Rights; XV., Jurisdiction and Venue; and XVII., State Audits.
- 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.**

[WRITE "NOT APPLICABLE" IF THE TOTAL CONTRACT VALUE IS UNDER \$100,000.00]

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 Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

XX. INSURANCE. At the time that a CONTRACTOR is selected for project work, it shall have in effect insurance as specified below, which shall be reflected in Certificates of Insurance to be provided to the selecting MnSCU campus or Office of the Chancellor before the contract for the project work is executed.

A. PROFESSIONAL LIABILITY INSURANCE:

The CONTRACTOR who produces or provides a design, whether or not a member of a profession licensed by the State of Minnesota or any other state, shall maintain insurance covering the negligent acts, errors or omissions arising out of the performance of professional services included in this contract for any specific Project performed by the CONTRACTOR. Additionally, the CONTRACTOR shall require its subconsultants, if any, to maintain professional liability insurance. All such insurance shall be maintained for a minimum period of five (5) years, if commercially available, otherwise a minimum of three (3) years, following final Substantial Completion or earlier termination of this contract for a specific MnSCU project. Unless otherwise specified, the insurance minimum amounts shall be as follows:

Minimum limit of liability of \$2,000,000 per claim, \$2,000,000 annual aggregate.
Deductible not to exceed \$50,000.

If the CONTRACTOR desires authority from MnSCU to have a deductible in a higher amount, the CONTRACTOR shall so request in writing, specifying the amount of the desired deductible and documenting said request with its financial documentation consisting of no less than the CONTRACTORS most current balance sheet and income statement, but in any event sufficient in the opinion of MnSCU to demonstrate the ability of the CONTRACTOR to cover the deductible for any claim from its own resources.

If the policy is claims made, it shall contain the following language: (1) Prior acts or retroactive date of coverage shall not be after the effective date of a purchase order which, together with this contract, provides for work on a specific project to be performed by

CONTRACTOR for MnSCU; (2) Automatic or extended discovery provisions of five (5) years, if commercially available, otherwise a minimum period of three (3) years following final Substantial Completion or earlier termination of this contract.

At the time of signing this contract, the CONTRACTOR shall provide to MnSCU's authorized representative certificates of insurance in accordance with the requirements of this subparagraph A. The CONTRACTOR shall pay the insurance premiums.

B. WORKERS COMPENSATION INSURANCE:

The CONTRACTOR shall provide workers compensation insurance for all employees and shall require any subconsultant to provide workers compensation insurance in accordance with the statutory requirements of the State of Minnesota and shall include: a) Coverage B: Employer's Liability, including Stop-Gap Liability for monopolistic states, at limits of not less than \$100,000 bodily injury by disease per employee; \$500,000 bodily injury by disease aggregate; and \$100,000 bodily injury by accident; b) Coverage C: All States coverage; c) If applicable, USL&H, Maritime Voluntary, and Foreign cover; and d) a waiver of subrogation in favor of MnSCU.

At the time of signing this contract, the CONTRACTOR shall provide to MnSCU's authorized representative certificates of insurance in accordance with the requirements of this subparagraph B. The CONTRACTOR shall pay the insurance premiums.

C. COMMERCIAL GENERAL LIABILITY INSURANCE:

The CONTRACTOR shall maintain Commercial General Liability insurance to cover claims which may arise from operations under this contract for any specific MnSCU project, whether such operations be by the CONTRACTOR or by a subconsultant or by anyone directly or indirectly employed under this contract for any specific MnSCU project. Unless otherwise specified, the insurance minimum amounts shall be as follows:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate applying per project or location
- \$2,000,000 annual aggregate applying to Products/Completed Operations
- \$50,000 Fire Damage (any one fire)
- \$5,000 Medical Expense (any one person)

The following coverage shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Products and Completed Operations Liability
- Contractual Liability as provided in Insurance Services Office (ISO) Commercial General Liability Coverage form CG 00 01 10 01 or its equivalent
- Pollution exclusion with standard exception per ISO form CG 00 01 10 01 or equivalent
- Independent Contractors (let or sublet work)
- Host Liquor Liability
- Waiver of subrogation in favor of MnSCU

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota and the CONTRACTOR and its agents shall be named as

Additional Insureds, by endorsement, ISO forms CG 20 10 and CG 20 37 or their equivalent, for claims arising of the negligence of the CONTRACTOR or the negligence of those for whom the CONTRACTOR is responsible.

At the time of signing this contract, the CONTRACTOR shall provide to MnSCU's authorized representative certificates of insurance in accordance with the requirements of this subparagraph C. The CONTRACTOR shall pay the insurance premiums.

D. BUSINESS AUTOMOBILE LIABILITY INSURANCE:

The CONTRACTOR shall maintain Business Automobile Liability coverage for liability arising out of the operations, use or maintenance of all owned, non-owned and rented vehicles. Unless otherwise specified, the insurance minimum amounts shall be as follows:

\$2,000,000 per occurrence Combined Single limit for Bodily Injury and Property Damage. The following coverages shall be included: a) Owned, hired and non-owned; b) Waiver of subrogation in favor of MnSCU.

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota and the CONTRACTOR and its agents shall be named as Additional Insureds, by endorsement, ISO forms CG 20 48 or its equivalent, for claims arising of the negligence of the CONTRACTOR or the negligence of those for whom the CONTRACTOR is responsible.

At the time of signing this contract, the CONTRACTOR shall provide to MnSCU's authorized representative certificates of insurance in accordance with the requirements of this subparagraph D. The CONTRACTOR shall pay the insurance premiums.

E. ADDITIONAL INSURANCE CONDITIONS:

1. The CONTRACTOR's policy(ies) shall be primary and non-contributory to any other valid and collectible insurance available to the State of Minnesota and the Board of Trustees of the Minnesota State Colleges and universities, to include the Project's College or University, with respect to any claim arising out of this contract for any specific Project performed by the CONTRACTOR.

2. The CONTRACTOR is responsible for payment of contract related insurance premiums and deductibles.

3. Insurance companies providing coverage as outlined in Paragraph XX must have an "AM Best" rating of A-minus and a Financial Size Category of Class VII or better, and be authorized to do business in the State of Minnesota.

4. Insurance companies for all policies shall waive the right to assert immunity of MnSCU as a defense to any claims made, and endorsements to policies or the certificate of insurance shall indicate this waiver.

5. Paragraph XX of this contract establishes minimum insurance requirements. It is the sole responsibility of the CONTRACTOR to determine the need for, and to procure, additional insurance that may be needed in connection with this contract for any specific Project performed by the CONTRACTOR.

6. Certificates of insurance acceptable to MnSCU shall be filed with MnSCU's authorized representative prior to commencement of the Work; this requirement cannot be waived. The CONTRACTOR shall not allow insurance to lapse, be reduced in limits or coverage, be materially changed or be canceled during the term of this contract, including the warranty period of any specific Project work performed by the CONTRACTOR. In the event of any cancellation, non-renewal, reduction or material change of any of the policies, thirty (30) days written notice shall be given to MnSCU through its authorized representative, and all insured parties. Certificates of insurance shall bear acknowledgement of this notice requirement.
7. A fully-certified copy of any insurance policy obtained by the CONTRACTOR as required above, with all endorsements, may be requested by MnSCU at any time, and the CONTRACTOR, upon such request, will promptly provide said copy.
8. The failure of MnSCU to obtain from the CONTRACTOR copies of the certificate(s) of insurance for the policies required under Paragraph XX, or renewals thereof, shall not constitute a waiver by MnSCU of the CONTRACTOR's obligation to provide such insurance.
9. All policies and certificates of insurance shall provide that the policies shall remain in force and effect throughout the term of this contract.
10. If the CONTRACTOR is self-insured, a certificate of self-insurance must be provided to MnSCU.

XXI. OTHER PROVISIONS.

[DELETE CLAUSE XXI IF THERE ARE NO ADDITIONAL PROVISIONS TO THE CONTRACT.]

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

[INSERT NAME OF COLLEGE/UNIVERSITY/OFFICE OF THE CHANCELLOR]:

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

INSURANCE HELD BY INSPEC

Professional Liability	2.4 million
General Liability	1 million
Aggregate	2 million
Umbrella	5 million



Dwight D. Benoy, P.E.

INSPEC
5801 Duluth Street
Minneapolis, MN 55422

PROFESSIONAL EXPERIENCE

- Dwight Benoy has spent his entire professional career at Inspec, starting in 1974. He served as President of the firm from 2002 through 2008.

EDUCATION

- University of Minnesota, Bachelor of Science, Civil Engineering – 1977

PROFESSIONAL REGISTRATION

- Professional Engineer licensed in 30 states, Minnesota License No. 15580; Date of original licensure: July 19, 1982

PROFESSIONAL AFFILIATIONS

- American Council of Engineering Companies – Current member
 - Recipient of the President’s Award –1998
 - Recipient of the Tom Roche Award – 2003
- American Society of Civil Engineers – Current member
- National Society of Professional Engineers – Current member
- United States Green Building Council (USGBC) Mississippi Headwaters Chapter charter board member – 2002-2005
- University of Minnesota Civil Engineering Department Executive Advisory Board – 2004-2007

PROFESSIONAL PRESENTATIONS

- Institute for Building Officials, “Preventing Building Envelope Moisture Intrusion by Design and Observations – Stucco Construction” – January 15, 2010
- Explorer Engineering Post, “Building Envelope Failures” – January 14, 2010
- International Association of Special Investigations Units Conference, “The Building Envelope: Storm Damage or Poor Construction”, and “Hail Damage, Mechanical Damage, or Normal Wear and Tear” – April 14, 2009
- Minnesota Association of Watershed Districts, “Working with Consultants” – December 3, 2009
- Minnesota Public Works Association Conference, “The Bargain Heart Surgeon: Are You Getting the Best Value from Your Professional Service Providers?” – November 15, 2007

EXPERT WITNESS PROJECT EXPERIENCE

- Evergreen Point Townhomes Association v. MN Home Builders v. Metro Home Insulation – Current
- Middle Creek Condominium Association v. D. R. Horton v. John Elvrum Roofing – Current
- O'Donnell Parking Structure – Current
- Ajax v. Rottlund Company v. Wicklund Builders – Current
- Stone Arch Apartments – Current
- City of Eden Prairie v. Black and Veatch – Current (mediation)
- Grand Traverse Resort and Casinos v. Walsh Bishop Architects Inc. – Current
- The Mews at City Walk Condominium Association v. LeCesse Development – Current
- Bluffs Homeowners Association v. Kaufman Company v. Metro Home Insulation, et. al – Current
- The Redevelopment Authority of the City of Milwaukee v. Spray-O-Bond Company – Current
- Parkwood Townhomes v. Lamperts Lumber Company – Current
- Park Place Landing at Summerfields Homeowners Association Inc. v. Bruggeman Homes Inc. v. Stonecrafters of Minnesota, et. al – Current
- Fischer v. Wendlandt – Current
- Silver Lake Village Condominiums Association v. Preferred Properties – Current
- Augusta Shores v. Hoffman Homes – Current
- AAA Galvanizing of Joliet v. I & S Group – Current
- Manor v. Wallproz – Current
- Washington County v. Lund Martin Construction – 2008 to present
- Presidents Row Lofts, LLC. v. Doran Companies – 2007 to present (deposition)
- Peterson v. M.L. Johnson Roofing – 2011
- Jackpot Junction Casino v. Kraus Anderson Construction – 2010
- Sewell v. W.F. Smith – 2010
- Thermo King v. Aduddell Industries and Roof Spec – 2010
- 620 North Main Association v. Shaw-Lundquist – 2010 (mediation)
- Whispering Pines Townhomes Association v. Lee Herold Construction – 2010 (trial testimony)
- St. Anthony Village Townhomes Association v. Kraus Anderson Construction – 2010
- Sunset Ponds Office Park Association Inc. v. Manley Land Development, et. al v. Cornerstone Custom Brick, et. al – 2010
- Charbonneau v. Wooddale Builders – 2009
- Frechette v. Benson-Orth – 2009
- Fisher v. A. Maas Construction – 2009
- Aviv Health Care v. Energy Services Group – 2008 (mediation)
- B.T. West v. B & B Sheet Metal – 2008
- Princeton Schools v. Breitbach Construction – 2007 (mediation)
- Frank v. Western Cedar Supply – 2007
- Jundt v. Kraus Anderson Construction – 2005



INSPEC

Gary C. Patrick, AIA, RRC – Executive Vice President

INSPEC
5801 Duluth Street
Minneapolis, MN 55422

EXPERIENCE

Gary Patrick has been employed with Inspec since 1977. His responsibilities include overseeing the Roof Design/Roof Management Department, the Roof Construction Observation and Testing Department, and the Forensic/Insurance Department for the Minneapolis Office. He supervises about 23 employees and he is one of the principal-in-charge Architects overseeing the preparation of roofing construction documents.

Mr. Patrick has extensive design and project management experience in roofing and has performed roof observations, on-site testing, destructive and nondestructive infrared roof surveys, insurance surveys, and forensic investigations. He has consulted with Owners and architectural firms in regard to new roof, reroofing, and waterproofing designs, as well as conducted reviews of proposed schematic designs, design development, and construction documents. Mr. Patrick has expertise with a majority of low-slope and steep-slope roofing systems. He has presented seminars on low-slope roofing, steep-slope roofing, roof system design, sustainable roofing, and vegetated (green) roofing.

EDUCATION

- University of Minnesota, Bachelor of Architecture
- North Hennepin Community College, Associate Degree in Architectural Technology

REGISTRATION

- Minnesota, Licensed Architect, Registration Number 22295
- Illinois, Licensed Architect, Registration Number 001-017930
- Registered Roof Consultant (RRC), Number 0621

AFFILIATIONS

- American Institute of Architects (AIA)
- Construction Specifications Institute (CSI)
- Roof Consultants Institute (RCI)

PUBLICATIONS

- "Beyond 20-Year Low-Slope Roof Performance," *12th International Roofing and Waterproofing Conference*, September 2002, Orlando, FL

REPRESENTIVE PROJECT EXPERIENCE

- Minnesota State Colleges and Universities, various campuses; predesign, reroofing, and new construction consultation projects
- State Capitol Building, St. Paul, MN; reroofing design
- Main Terminal Building, Minneapolis/St. Paul International Airport; reroofing design
- The Bureau, Minneapolis, MN; reroofing design
- Frigidaire, St. Cloud, MN; reroofing design
- Target Center, Minneapolis, MN; vegetated reroofing design
- Marvin Windows, Warroad, MN; reroofing design
- Dee Events Center, Salt Lake City, UT; reroofing design



Odegard Hall

University of North Dakota
Grand Forks, North Dakota

Project Size: Four-story classroom building

Construction Cost: \$3,000,000 **Completed:** 2010

Contact: Rick Tonder, Associate Director of Facilities/Planning

Phone: (701) 777-4270

SITUATION

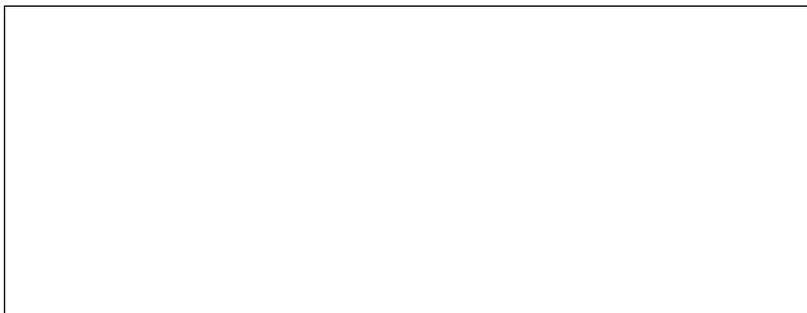
- Aerospace classroom building constructed in 1982 is a four-story clay brick masonry building with ribbon, punch-type, and storefront windows. Precast copings capped the top of the walls and EPDM roof membrane base flashing. Cantilevered sections located at the east and west elevations with a lighted stucco soffit supported with concrete beams and columns.
- Classrooms and offices are occupied and actively used by students and staff all year around.
- Contains unique aerospace education features of an atmospherium, high-altitude physiology chamber, digital doppler radar, and regional weather information center.

PROBLEM

- Leakage during wind-driven rain events and several work orders documenting the leakage prompted a building envelope investigation that included leak testing, close-up inspection, and destructive test openings.
- Revealed during the exterior wall investigation were moist conditions inside the wall, deteriorated wall system elements, and deficient through-wall flashing.
- Revealed during the window investigation were incorrect installation practices and blocked or missing weep system.
- Revealed during the roof investigation were moist roof system materials, holes in the membrane, and multiple roof perimeter repairs.

SOLUTION

- Coordination with the Owner's Construction Manager-At-Risk during investigation, design, and construction.
- Potential solutions were analyzed, including hygrothermal modeling using WUFI, and were discussed with the Owner and Construction Manager-At-Risk.
- Final construction documents were divided into Phase I for the exterior walls and windows and Phase II for the reroofing to maintain flexibility for funding.
- Scope of work included replacement of the exterior clay brick, windows, and stucco soffit, salvage and reinstallation of stone banding, restoration of steel studs and other building elements, air barrier detailing and installation, restoration of associated interior finishes, and tie-ins to adjacent skyway and link construction. The Phase I documents included roof perimeter repairs while Phase II documents included the complete reroofing and skylight replacement.





Bruce Bungert –Project Manager

INSPEC
5801 Duluth Street
Minneapolis, MN 55422

EXPERIENCE

Bruce Bungert has been employed with Inspec since 2001. His responsibilities include a full range of roofing-related activities including proposal writing, roof surveys, and pre-designs (initial and site inspection). Mr. Bungert has experience in failure investigation and both low-slope and steep-slope roofing systems. Prior to working at Inspec, relevant experience included two years in design and drafting of PVC and EPDM roof systems, and hydrotech and bentonite waterproofing systems, and 15 years in design and drafting of architectural and pre-engineered metal roof and wall panel systems. This included construction working drawings, shop fabrication drawings, bill of material preparation, perspectives and presentation renderings.

EDUCATION

- Dakota County Technical College, two-year post secondary degree in Architectural Drafting and Design
- Extension courses in Cadvance, Arris, and AutoCAD software programs, and The Edge computer aided roof-estimating system

REPRESENTATIVE PROJECT EXPERIENCE

- Brooklyn Park City Hall, Brooklyn Park, MN
- Reif Recreation Center, College of St. Scholastica, Duluth, MN
- Anoka Ramsey Community College, Addition and Remodeling, Cambridge, MN
- Atwood Memorial Hall Renovation and Reroofing, St. Cloud State University, St. Cloud, MN
- Northwest Technical College Reroofing, Bemidji, MN
- Northwest Technical College, Allied Health Addition, Bemidji, MN
- Mullins Hall, Dailey Hall, and Davies Hall, Itasca Community College, Grand Rapids, MN
- Regional Science Center, Minnesota State University, Moorhead, Moorhead, MN
- Maintenance Building Reroofing, Winona State University, Winona, MN
- Minnesota State Colleges and Universities; initial and update pre-design on various roofs
- Rush City High School, Rush City, MN; pre-design investigation and roof design
- Sartell Middle School, Sartell, MN; roof leak investigation, testing, and design



Robert A. Rawski – Senior Project Manager

INSPEC
5801 Duluth Street
Minneapolis, MN 55422

EXPERIENCE

Robert Rawski has been employed with Inspec since 1980. He has surveyed, evaluated, designed, inspected, and tested various roofing systems in 15 states. These have included built-up, single-ply, slate, tile, and a variety of metal roof systems, among others. Many of these projects have also involved complex related issues, such as hazardous materials, structural deterioration, masonry restoration, aesthetics, ventilation, and lightning protection. A number of Mr. Rawski's projects are buildings listed on the National Register of Historic Places.

EDUCATION

- Bethel College
- University of Minnesota

AFFILIATIONS

- Construction Specifications Institute (CSI), Salt Lake City Chapter, Past President

REPRESENTIVE PROJECT EXPERIENCE

- East High School, Duluth, MN; roof design
- Paynesville High School, Paynesville, MN; roof design
- Rush City High School, Rush City, MN; roof design
- St. Cecilia's Cathedral, Omaha, NE; roof design
- Glensheen Mansion, University of Minnesota, Duluth, MN; roof design
- Peter Kiewit Lodge, Mahoney State Park, Ashland, NE; roof design
- Kountze Memorial Lutheran Church, Omaha, NE; roof design
- Scottish Rite Temple, Minneapolis, MN; roof design
- Presbyterian Church of the Master, Omaha, NE; roof design
- Dee Events Center, Ogden, UT; roof design
- IBM, Rochester Campus, Rochester, MN; roof design
- Naval Surface Warfare Center, Crane, IN; roof design
- Renville County Courthouse, Olivia, MN; roof design
- Westminster Presbyterian Church, Minneapolis, MN; roof design
- Chapel of St. Thomas Aquinas, University of St. Thomas, St. Paul, MN; roof design



Minnesota State Capitol – Reroofing

St. Paul, Minnesota

Project Size: 35,000 sq. ft.

Contact: Miller Dunwiddie Associates

Construction Cost: \$4,400,000

Ross Stickley

Completed: 1996

Phone:

612-337-0000

FEATURES

- This building is on the National Register of Historic Places.
- This project won an Honor Award from CEC of Minnesota.
- Worked with architect in all phases of design and construction.
- Designed innovative roof system to duplicate original appearance while using new materials.
- Historic renovation - worked in conjunction with the State Historical Society.
- Waterproofing system designed for high-traffic tour area at rotunda.
- Skylight replacement.
- Restoration of copper ornamentation.
- Worked with sound restrictions because the legislature was in session.



Cynthia J. Long – Associate, Senior Project Manager MnSCU Roof Design Coordinator

INSPEC
5801 Duluth Street
Minneapolis, MN 55422

EXPERIENCE

Cynthia Long has been employed with Inspec since 1991, coordinating and designing reroofing projects. She has consulted on waterproofing, new roof, reroofing, masonry, and metal wall panel designs for many architectural firms including preparation of schematic design review, design development, and construction document phases. Her roof design experience includes built-up roofing, various single-ply systems, custom sheet metal, shingle, slate, and clay tile roofs. She is Inspec's MnSCU Roof Design Coordinator.

Cynthia Long has also provided construction observation on a variety of projects, conducted waterproofing and roof surveys, failure investigations, in-depth design surveys, and nondestructive infrared moisture surveys. She has experience in coordinating construction on roofing projects that have considerable masonry and mechanical work.

Cynthia assists in supervising the Roof Design/Roof Management Department and she has supervising experience in the Roof Construction Observation Department.

EDUCATION

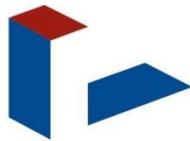
- University of Minnesota, Bachelor of Architecture
- Lakewood Community College, Associate of Arts
- St. Paul Technical College, Construction Technology
- Anoka Technical College, Architecture and Construction Technology

AFFILIATIONS

- Construction Specifications Institute (CSI)
- American Institute of Architects (AIA)
- Habitat for Humanity

REPRESENTATIVE PROJECT EXPERIENCE

- Minnesota State Colleges and Universities; Initial and Update Predesign on various campus roofs
- Century Community and Technical College, West Campus, Area B reroofing, skylight replacement, and mechanical renovations
- Minnesota State University Moorhead, Owens Hall, King Biology, Lord Library, and MacLean Hall, Moorhead, MN; reroofing projects, and mechanical renovations
- Northland Community and Technical College, reroofing and consultant for the new addition and interior renovations
- MnWest Community and Technical Colleges, various campuses; reroofing projects
- Ridgewater Community and Technical College, reroofing and consultant for addition and remodeling
- Winona State University, Winona, MN; consultant for New Library and Science building roofs
- University of Minnesota, Wiesmann Museum, consultant
- Southwest State University, consultant for Student Center Complex and Library Renovation
- Minneapolis Schools, various buildings; reroofing projects



• **INSPEC**

Smart engineering of
roofs, walls, pavements
and waterproofing

www.inspec.com

5801 Duluth Street
Minneapolis, MN 55422
Ph. 763-546-3434
Fax 763-546-8669

126 North Jefferson St.
Suite 120
Milwaukee, WI 53202
Ph. 414-744-6962
Fax 414-744-6981

8618 West Cata
Suites 1109-1111
Chicago, IL 606
Ph. 773-444-02
Fax 773-444-02

Corporate Profile

Inspec is an award-winning independent engineering/architectural consulting firm. The company was founded in 1973, and is dedicated to improved design, construction practices, and maintenance of the building envelope.

The company employs many engineers, architects, registered roof consultants, a registered waterproofing consultant, registered roof observers, a green roof professional, field observers, certified thermographers, and other technical and support staff enabling us to provide services to clients on local, regional, and national levels. Inspec has a current Affirmative Action plan approved by the State of Minnesota. Inspec has offices in Minneapolis, Milwaukee, and Chicago.

Areas of Expertise

- **Roofs**
- Exterior Walls and Windows
- Waterproofing
- Pavements
- Outdoor Athletic Facilities
- Vegetated "Green" Roofs and Plazas
- Other Specialty Areas

Services Offered

- Existing Condition Assessments (Pre-purchase/Due Diligence)
- Infrared Surveys/Leakage Investigations/Heat Loss Studies
- Forensic Investigations (Failure, Insurance Claims)
- Façade Ordinance Inspections
- Design Review/Consultation
- Design (Existing and New Construction)
- Construction Administration and Observation
- Testing (In-house Laboratory, On-site)
- Computerized Management Programs (ROOFER, PAVER, and WALDO)
- Expert Witness Testimony

Partial List of Inspec's Valued Clients

University of Minnesota, the State of Minnesota, SUPERVALU, Cargill, Northwest Airlines, United Properties, Cities, Counties, Veteran's Homes, Minnesota State Colleges and Universities, United States Postal Service, Medtronic, Department of the Navy, the City of Brooklyn Park, over 120 Minnesota and Wisconsin School Districts, and numerous private colleges and universities throughout the Midwest.

Affiliations

American Consulting Engineers Council (ACEC), American Institute of Architects (AIA), American Society of Testing and Materials (ASTM), Roofing Consultants Institute (RCI), Construction Specifications Institute (CSI), Association for Facilities Engineering (AFE), Green Roofs for Healthy Cities (GRHC), Building Enclosure Council (BEC), United States Tennis Court and Track Builders Association, and Building Owners and Managers Association (BOMA), Minnesota Contractors Association (MCA).



INSPEC

ROOFER Implementation

Pearl Harbor Naval Station, Maui, Hawaii

Project Size: Almost 1.5 million square feet of roofing on 174 buildings at four separate facilities.

PROBLEM

- Require roof information for budgeting and maintenance requirements.

SOLUTION

- Implement ROOFER Program with extensive roof surveys through visual inspection.
- Populate ROOFER Program with data gathered from surveys.
- Provide reports and training for the ROOFER Program.

REV. 1/22/2019

FACILITIES PROFESSIONAL TECHNICAL SERVICES COMPANY

13



Request for Council Action

Date: March 2, 2011

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

Cc: File

From: Dave Aker

RE: Playground Equipment

Background: We are adding playground equipment to the Greenway Park and Itts Williams Park. To Itts Williams we are adding a 4-seat swing set and an Overdrive. We are adding a 6-seat swing set with two infant seats, a bench and an Overdrive to the Greenway Park.

Midwest Playscapes, Inc. has a bid of \$15,231.52 including freight and sales tax, which includes border timbers for the equipment.

Recommendation: I would select Midwest Playscapes, Inc.. We have had requests for some of this equipment and I have told them wait and see.

Enclosures: Sheets showing the structures.



MIDWEST PLAYSCAPES, INC.

500 Pine Street, Suite 104, Chaska, MN 55318
www.midwestplayscapes.com

Telephone: 952-361-3504

Fax: 952-361-3549

Toll Free: 800-747-1452

E-mail: playscapes@earthlink.net

Quotation



Project: East Grand Forks
Contact: Dave Aker
Ship To: 600 DeMers Ave
East Grand Forks, MN 56721
Email: EGFaker@hotmail.com
Shipping Contact Name: Dave Aker

Phone: 218-773-8000
Fax:
Bill To: City of East Grand Forks
600 DeMers Ave
East Grand Forks, MN 56721
Date: 2/28/2011

Qty	Design/Item #	Description	Price each	Total
1	SWING-H10-4	3 Leg Heavy Duty Swing 4 seats (pg.131)	\$ 2,237.00	\$ 2,237.00
1	SWING-H10-6	3 Leg Heavy Duty Swing 6 seats (pg.131)	\$ 3,085.00	\$ 3,085.00
2	AMC0006BLK	Slash proof Infant Swing Seat (pg.191)	\$ 161.28	\$ 322.56
2	ZZXX0150	Overdrive (pg.133)	\$ 3,221.00	\$ 6,442.00
75	FTB-00001	4'L 12"H Funtimber w/ spike	\$ 30.22	\$ 2,266.50
1	ZZXX9010	Permanent Angle Leg Bench(forest green)(pg.141)	\$ 499.00	\$ 499.00
Northwest Service Coop. Discount				\$ (2,102.66)
Additional Discount to meet budget				\$ (440.00)
Subtotal				\$ 12,309.40
Freight				\$ 1,942.31
Sales Tax				\$ 979.81
Local Sales Tax				
Total				\$ 15,231.52

Tax Exempt # _____ * Please provide certificate

NOTE: UNLESS OTHERWISE NOTED, prices shown are material only. They **DO NOT** include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting equipment to job site.

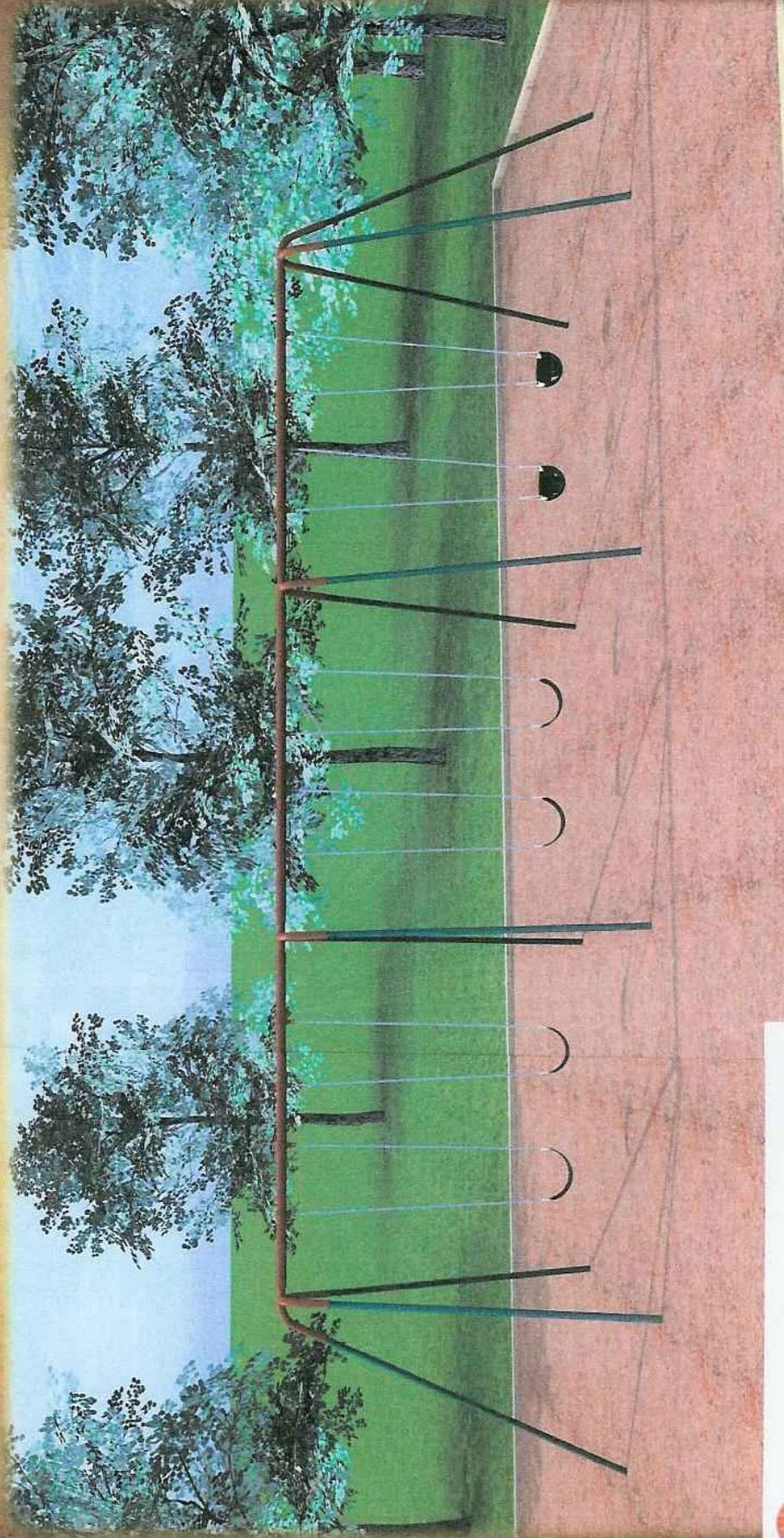
Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Once customer has signed quotation, your order cannot be changed or canceled. Please allow 3 to 4 weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification of all underground utilities. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. If we can be of Other Assistance, please feel free to contact us.

Signed: _____
Scott Winter

Accepted _____
Date: _____
Printed Name: _____

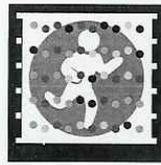
CITY OF EAST GRAND FORKS

East Grand Forks, MN





NEW



PLAYWORLDTAGS.COM/1013

Overdrive

- ▀ Kids will hold onto the handles, run to start the motion, and get dizzy with excitement
- ▀ This exciting overhead whirl can accommodate a large group of kids
- ▀ The more kids run, the faster Overdrive spins!

Stand-alone product specifications:

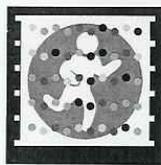
ZZXX0150 \$3,221

AGE } 5-12
 USE ZONE } 18' 3" x 18' 3" (5,56m x 5,56m)
 SIZE } 6' 3" x 6' 3" x 7' 4"
 (1,9m x 1,9m x 2,23m)

♿ ASTM F1487 CPSC Pub.325
 CAN/CSA-Z614 EN1176



NEW



PLAYWORLDTAGS.COM/1012

Spinami

- ▀ Upright spinning whirl accommodates lots of kids at once
- ▀ Black rope netting adds an element of surprise and keeps kids playing longer
- ▀ The closer you stand to the center pole, the faster Spinami will spin you!

Stand-alone product specifications:

ZZXX0151 \$4,151

AGE } 5-12
 USE ZONE } 18' x 18' (5,49m x 5,49m)
 SIZE } 6' x 6' x 10'
 (1,83m x 1,83m x 3,05m)

♿ ASTM F1487 CPSC Pub.325
 CAN/CSA-Z614 EN1176



Vortex

- ▀ Fun comes full circle while kids stand and spin for a vigorous ride on the Vortex

Stand-alone product specifications:

350-Vortex \$2,851

AGE } 5-12
 USE ZONE } 22' 5" x 15' 3" (6,83m x 4,65m)
 SIZE } 10' 5" x 3' 3" x 9' (3,18m x ,99m x 2,74m)

♿ ASTM F1487 CPSC Pub.325
 CAN/CSA-Z614

EN1176 compliant version: #350-VORTEX-EN; contact your authorized Playworld Systems Representative for pricing

Sky Surfer

- ▀ Children will grab hold of the safety bar and surf their way onto a wave of fun and fitness

Stand-alone product specifications:

ZZXX0066 \$3,100

AGE } 5-12
 USE ZONE } 29' 3" x 20' 9" (8,92m x 6,32m)
 SIZE } 17' 3" x 8' 9" x 9' 4"
 (5,26m x 2,67m x 2,84m)

♿ ASTM F1487 CPSC Pub.325
 CAN/CSA-Z614 EN1176

Nucleo

- ▀ Kids can bounce and 'surf'
- ▀ Range of motion is determined by child's weight
- ▀ Promotes balance and coordination

Stand-alone product specifications:

ZZXX0083 \$988

AGE } 5+
 USE ZONE } 17' x 15' 7" (5,18m x 4,75m)
 SIZE } 2' 11" x 1' 7" x 2'
 (.89m x ,48m x ,61m)

♿ ASTM F1487 CPSC Pub.325
 CAN/CSA-Z614

All play equipment must be installed over an impact-absorbing surface.

CITY OF EAST GRAND FORKS

East Grand Forks, MN





3-Leg Heavy Duty Swings

= 2-3/8" (6,03cm) outer diameter end posts and 3.5" (8,9cm) outer diameter top rail posts

= Choose one post and one component color

= Seats are black, slash-proof belts

Stand-alone product specifications:

	SIZE	USE ZONE	
10' (3,05m) Height			
SWING-H10-2	2-Seats 35' 2" x 40' (10,72m x 12,19m)		\$1,389
SWING-H10-4	4-Seats 45' 11" x 40' (14m x 12,19m)		\$2,237
SWING-H10-6	6-Seats 56' 8" x 40' (17,27m x 12,19m)		\$3,085
SWING-H10-8	8-Seats 67' 5" x 40' (20,55m x 12,19m)		\$3,933
8' (2,44m) Height			
SWING-H8-2	2-Seats 33' 7" x 32' (10,24m x 9,75m)		\$1,327
SWING-H8-4	4-Seats 44' 4" x 32' (13,51m x 9,75m)		\$2,144
SWING-H8-6	6-Seats 55' 3" x 32' (16,84m x 9,75m)		\$2,961
SWING-H8-8	8-Seats 65' 10" x 32' (20,06m x 9,75m)		\$3,778

AGE | 2-12

ASTM F1487 • CPSC Pub.325 CAN/CSA-Z614 EN1176



SWING-H8-4 (4 seats)

Arch Swings

= Made from galvanized-steel, except the 5" version is made from aluminum

= Complete with two black belt swing seats

= 8' (2,44m) tall; choose one post color

Stand-alone product specifications:

	SIZE	USE ZONE	
2-3/8" (6,03cm) Post Size			
SWING-ARCH-238	2-Seats 23' 2" x 28' (7,06m x 8,53m)		\$1,032
SWING-ARCH-238-ADD	Add-A-Bay Unit +11' in length (+3,35m)		\$742
3.5" (8,89cm) Post Size			
SWING-ARCH-350	2-Seats 23' 2" x 32' (7,06m x 9,75m)		\$1,409
SWING-ARCH-350-ADD	Add-A-Bay Unit +10' 10" in length (+3,30m)		\$956
5" (12,7cm) Post Size			
SWING-ARCH-500	2-Seats 23' 5" x 32' (7,14m x 9,75m)		\$2,511
SWING-ARCH-500-ADD	Add-A-Bay Unit +11' in length (+3,35m)		\$1,888

AGE | 2-12

ASTM F1487 CPSC Pub.325 CAN/CSA-Z614 EN1176



SWING-ARCH-500 (2 seats)

Standard Swings

= Seats are black, slash-proof belts

= 2-3/8" (6,03cm) outer diameter posts

= Choose one post and one component color

Stand-alone product specifications:

	SIZE	USE ZONE		SIZE	USE ZONE	
10' (3,05m) Height				8' (2,44m) Height		
SWING-S10-2	2-Seats 29' x 40' (8,84m x 12,19m)		\$1,021	SWING-S8-2	2-Seats 27' 9" x 32' (8,46m x 9,75m)	\$981
SWING-S10-4	4-Seats 39' 6" x 40' (12,04m x 12,19m)		\$1,767	SWING-S8-4	4-Seats 38' 4" x 32' (11,68m x 9,75m)	\$1,703
SWING-S10-6	6-Seats 50' x 40' (15,24m x 12,19m)		\$2,513	SWING-S8-6	6-Seats 48' 11" x 32' (14,91m x 9,75m)	\$2,425
SWING-S10-8	8-Seats 60' 6" x 40' (18,44m x 12,19m)		\$3,259	SWING-S8-8	8-Seats 59' 6" x 32' (18,14m x 9,75m)	\$3,147

AGE | 2-12

ASTM F1487 CPSC Pub.325 CAN/CSA-Z614 EN1176

All play equipment must be installed over an impact-absorbing surface.



SWING-S8-6 (6 seats)

Daycare centers that allow more outdoor play have fewer instances of non-attendance due to illness. Sustainable Development

CITY OF EAST GRAND FORKS

East Grand Forks, MN



MIDWEST PLAYSCAPES, INC.

RESOLUTION NO. 11 – 03 – 31

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

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 9043 for a total of \$362.16.

WHEREAS, Craig Buckalew, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS:

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$362.16 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on March 15, 2011.

Voting Aye:

Voting Nay: None.

Abstain: Buckalew.

Absent:

The President declared the resolution passed.

Passed: March 15, 2011

Attest:

City Administrator/Clerk-Treasurer

Vice-President of Council

I hereby approve the foregoing resolution this 1st of March, 2011.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

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

I, Craig Buckalew, being duly sworn states the following:

1. I am 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 9043 for a total of \$362.16.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on March 15, 2011.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

(Signature of Official)

Accounts Payable

Check Register Totals Only

User: ejohnson
 Printed: 3/10/2011 - 2:57 PM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
8998	03/15/2011	ACM001	Acme Electric Companies	2,443.18	0
8999	03/15/2011	ADV001	Advanced Business Methods Inc	202.43	0
9000	03/15/2011	AKE001	Dave Aker	8.96	0
9001	03/15/2011	ALB001	Albrecht Manufacturing	396.00	0
9002	03/15/2011	AIR003	American Industrial Refrigeration Inc	206.91	0
9003	03/15/2011	AME002	American Tire Service	211.83	0
9004	03/15/2011	AME005	Ameripride Linen & Apparel Services	579.80	0
9005	03/15/2011	AQU001	Aqua Water Solutions	50.35	0
9006	03/15/2011	ALT003	Atlantic Safety Product	93.15	0
9007	03/15/2011	AUB003	Zach Aubol	52.00	0
9008	03/15/2011	BAB002	Babe Ruth League	472.00	0
9009	03/15/2011	BEC001	Becker Arena Products Inc	57.49	0
9010	03/15/2011	BOR001	Border States Electric Supply	190.09	0
9011	03/15/2011	BRA001	Brady Martz & Associates	2,100.00	0
9012	03/15/2011	BUS002	Business Essentials	158.36	0
9013	03/15/2011	C&R001	C&R Laundry & Cleaners	320.45	0
9014	03/15/2011	CAL002	California Contractors Supplies Inc	287.52	0
9015	03/15/2011	CAR504	Cardmember Service	245.49	0
9016	03/15/2011	CAU001	Caulfield Studios	419.42	0
9017	03/15/2011	COA001	Coalition of Greater MN Cities	260.00	0
9018	03/15/2011	COL002	Cole Papers Inc	275.48	0
9019	03/15/2011	CON004	Paul Consing	50.00	0
9020	03/15/2011	CRO005	Laura Cronquist	50.00	0
9021	03/15/2011	CUM001	Cummins NPower LLC	927.08	0
9022	03/15/2011	DAK004	Dakota Supply Group	139.20	0
9023	03/15/2011	DAS001	Dash Medical Gloves	59.90	0
9024	03/15/2011	DEZ001	Julie Deziel	13.50	0
9025	03/15/2011	EXP003	Explorer Post #38	50.00	0
9026	03/15/2011	EXP002	Exponent	66.96	0
9027	03/15/2011	FER001	Ferrellgas	131.54	0
9028	03/15/2011	FLA002	Flat Plains Services Inc	840.00	0
9029	03/15/2011	FOR001	Forks Freightliner	4.32	0
9030	03/15/2011	FLO001	FS Engineering	3,122.00	0
9031	03/15/2011	G&K001	G&K Services	175.60	0
9032	03/15/2011	GAF001	Gaffanays	47.33	0
9033	03/15/2011	GAL005	Randy Galstad	123.00	0
9034	03/15/2011	GAL003	Galstad Jensen & McCann PA	9,713.25	0
9035	03/15/2011	GAR001	Garden Hut Inc	5.48	0
9036	03/15/2011	GFC001	GF City Utility Billing	11,408.65	0
9037	03/15/2011	GFH002	GF Herald	61.38	0
9038	03/15/2011	GFP001	GF Park District	350.00	0
9039	03/15/2011	GGF001	GGF Convention & Visitors Bureau	625.00	0
9040	03/15/2011	GLS002	GLSports Inc	11,889.84	0
9041	03/15/2011	GYO001	Erik Gyolai	51.00	0
9042	03/15/2011	HAI002	Rick Hajicek	427.50	0
9043	03/15/2011	HAR001	Hardware Hank	362.16	0
9044	03/15/2011	HEG001	Justin Hegg	232.00	0
9045	03/15/2011	HOM001	Home of Economy	15.57	0
9046	03/15/2011	HUG001	Hugo's	56.07	0
9047	03/15/2011	HUI001	Scott Huizenga	85.57	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
9048	03/15/2011	IDL001	Kimberly Idland	509.67	0
9049	03/15/2011	INT003	Integra Telecom	170.16	0
9050	03/15/2011	INT009	International Public Management Assc	120.00	0
9051	03/15/2011	J&G001	J&G Landscaping Inc	200.00	0
9052	03/15/2011	DAY001	Jolanda Streifel	55.00	0
9053	03/15/2011	KEL001	Kellermeyer Building Service	2,671.88	0
9054	03/15/2011	KEL003	Kelly Services	825.87	0
9055	03/15/2011	KYL001	Pam Kylo	25.00	0
9056	03/15/2011	LAK001	Laker Chemical	1,026.80	0
9057	03/15/2011	LEA001	League of MN Cities	2,185.00	0
9058	03/15/2011	LEA002	League of MN Cities	92,514.72	0
9059	03/15/2011	LEI003	Greg Leigh	26.01	0
9060	03/15/2011	LIT001	Lithia Payment Processing	638.92	0
9061	03/15/2011	LUM001	Lumber Mart	62.44	0
9062	03/15/2011	LUN005	Sandra Lunde	25.00	0
9063	03/15/2011	MAM001	Mamma Maria's Italian Restaurant	150.00	0
9064	03/15/2011	MAR004	Marco	77.00	0
9065	03/15/2011	MCD001	McDonald's of EGF	68.61	0
9066	03/15/2011	MPO001	Metropolitan Planning Organization	6,279.19	0
9067	03/15/2011	MID003	Midcontinent Communications	52.62	0
9068	03/15/2011	MIK001	Mike's Pizza	66.82	0
9069	03/15/2011	MNC005	MN County Attorney's Association	76.96	0
9070	03/15/2011	MND007	MN Dept of Revenue	5,900.00	0
9071	03/15/2011	NEW001	Newman Signs	2,093.33	0
9072	03/15/2011	NOR012	Troy Norman	90.00	0
9073	03/15/2011	NSC001	NSC Minerals	2,058.60	0
9074	03/15/2011	ORE001	O'Reilly Auto Parts	249.58	0
9075	03/15/2011	ODL001	Odland Fitzgerald Reynolds & Harbot	304.00	0
9076	03/15/2011	ORC002	Richard Orchard	1,088.65	0
9077	03/15/2011	PAL002	Tony Palmiscino	86.00	0
9078	03/15/2011	PAM001	Pamida	19.23	0
9079	03/15/2011	PAR002	Party City	39.79	0
9080	03/15/2011	POL002	Polk County Auditor Treasurer	16,364.41	0
9081	03/15/2011	POL009	Polk County DAC	5.89	0
9082	03/15/2011	POL004	Polk County Recorder	92.00	0
9083	03/15/2011	QUI001	Quill Corp	522.08	0
9084	03/15/2011	QWE001	Qwest	173.59	0
9085	03/15/2011	RAD002	Radar Shop	323.00	0
9086	03/15/2011	RDO001	RDO Powerplan OIB	170.02	0
9087	03/15/2011	RIC001	James Richter	5.55	0
9088	03/15/2011	DEC001	Ann Runck	18,850.00	0
9089	03/15/2011	RYD001	Rydell Chevrolet	107.63	0
9090	03/15/2011	RYN001	Kathryn Rynning	50.00	0
9091	03/15/2011	SCH015	Mark Schafer	165.00	0
9092	03/15/2011	SET001	Seton	92.75	0
9093	03/15/2011	SPI001	Paul Spielman	883.86	0
9094	03/15/2011	SPR002	Spray Advantage	135.38	0
9095	03/15/2011	STE008	Kyle Steever	30.00	0
9096	03/15/2011	STE001	Stennes Granite	1,250.00	0
9097	03/15/2011	STE009	Sterling Carpet One	192.21	0
9098	03/15/2011	SUN002	Sun Dot Communications	138.49	0
9099	03/15/2011	SWA001	Mike Swang	13.50	0
9100	03/15/2011	SZC001	Darren Szczepanski	42.75	0
9101	03/15/2011	TRU001	True Temp	169.48	0
9102	03/15/2011	USB002	US Bank Trust N.A.	2,156.25	0
9103	03/15/2011	VAL002	Valley Truck	419.56	0
9104	03/15/2011	VAN001	Lynda Vanderhoof	185.00	0
9105	03/15/2011	WAS001	Waste Mgmt	29,263.73	0
9106	03/15/2011	WAT001	Water & Light Department	44,913.57	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
9107	03/15/2011	XER001	Xerox Corporation	21.79	0
				<hr/> <hr/>	
Check Total:				286,609.15	
				<hr/> <hr/>	