

**AGENDA  
OF THE WORK SESSION  
CITY OF EAST GRAND FORKS  
TUESDAY, MAY 9, 2023 – 5:00 PM**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

- 1. Discussion on Pedal Pub Proposal – Justin LaRocque & Tyler Piper**
- 2. Review of Bid Results for the Federal Subtarget Project – Steve Emery**
- 3. Discussion on Left Turn Signal at 3<sup>rd</sup> Ave SE & 1<sup>st</sup> St SE – Steve Emery**
- 4. Consider Request for Station 2 Facility Assessment – Jeff Boushee**
- 5. Consider Senior Citizen Center Rooftop Unit Replacement – Reid Huttunen**
- 6. Request for Direction on Special Assessments – Megan Nelson**

**ADJOURN:**

**Upcoming Meetings**

Council Meeting – Tuesday, May 16, 2023 – Council Chambers – 5:00 PM  
Work Session – Tuesday, May 23, 2023 – Training Room – 5:00 PM  
Council Meeting – Tuesday, June 6, 2023 – Council Chambers – 5:00 PM  
Work Session – Tuesday, June 13, 2023 – Training Room – 5:00 PM

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

# Request for Council Action

Date: 5/5/23

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Administration Office – Megan Nelson

RE: Request to Start Pedal Pub

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The Administration Office was contacted by Mr. Justin LaRocque and Mr. Tyler Piper with the request to start a Pedal Pub in the downtown areas of East Grand Forks and Grand Forks. They will be present at the work session to discuss this idea with the Council.

Included is an email about the proposed operation, information about Pedal Pub, bike specifications, the proposed route, and an ordinance from the City of Minneapolis that regulates this use, as an example.

Information from the MN Alcohol and Gambling confirmed that a liquor license was not required for this because a liquor license is tied to a premises, mobile licenses are not allowed. The operator of the Pedal Pub would not be allowed to sell alcohol to those riding on the bike, but the riders would be able to bring their own alcohol while on the bike, because they would be required to have a licensed person operating the bike.

MNDOT was contacted to see if they had any comments about what is being proposed and staff is expecting a call on Monday to talk about this further so any comments will be brought to the work session.

## Megan Nelson

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**From:** Tyler Piper <tyler.piper26@gmail.com>  
**Sent:** Wednesday, May 3, 2023 1:51 PM  
**To:** Megan Nelson; Weber, Bret; tfeland@grandforksgov.com; Justin LaRocque; Jake Halbert  
**Subject:** [EXTERNAL]Pedal Pub Information  
**Attachments:** PP Legislation.pdf; Pedal Pub Brand Statements 52722 (1).docx; Bike Specs (1).docx; Minneapolis Ordinance CHAPTER 306.docx; IMG\_8129.jpg; Pedal Pub Franchise Brochure 2022 v2 (1).pdf

**WARNING** - this email is originated from outside the City of East Grand Forks email system. Do not click any link and do not open attachments unless you can confirm the sender.

Hey everyone!

I'm attaching some of the information we've been given as well as the legislation that was passed in the state. We'll also give you an overview of our planned operations in the Greater Grand Forks area. I have also attached Pedal Pub VP Jake Halbert.

### **Intent**

Provide the community and visitors a new and unique tourism experience in the downtown area of both towns. By partnering with local establishments, we will also boost the economy by providing an experience that promotes going in and spending money at these businesses.

### **Proposed Route**

(Map Attached) Depart from The Spud Jr. Cross Demers and travel in front of the Blue Moose and Boardwalk by the river. Turn right onto Demers and cross into Grand Forks. Turn right onto 3rd Street and travel to 2nd Ave. Turn left onto 2nd Ave and travel to 5th Street. Turn left onto 5th Street and travel to Kittsona Ave. Turn left onto Kittsona Ave and travel to 3rd Street. Turn left onto 3rd Street back to Demers Ave. Cross back into East Grand Forks and turn right onto River Street to loop back to The Spud Jr.

### **Safety**

The bike is controlled by the pilot, which will be a trained and certified employee. They will control the direction and speed/braking of the bike. The bike's have e-assist to allow it to be moved with no manpower in the event of an emergency at a max speed of 6 miles per hour.

### **Bike Information**

17 seats, including one for the pilot. E-assist, brake, and reverse.

### **Proposed Hours of Operation**

10am-10pm

### **Legislation**

Meets the state criteria for a multi passenger bicycle which has been passed by the state and is legal on all North Dakota and Minnesota roadways.

Thank you for your time! Excited to bring this to the community!

Tyler Piper  
701-740-5696



# PEDAL PUB™

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THE CUSTOMER EXPERIENCE &  
**FRANCHISING OPPORTUNITY**  
OF A LIFETIME

## WHY PEDAL PUB?

All franchising opportunities are not created equal. If you want the potential for financial success combined with a fun and adventurous lifestyle, then mobile entertainment is where you want to be. And within that space, Pedal Pub is miles ahead of the party bike copycats.

**A Fun & Rewarding Experience.** Our franchisees love what they do and can't wait to get out of bed in the morning. Pedal Pub is an experiential company, and owning a Pedal Pub franchise delivers a far more unique experience than owning a brick-and-mortar business.

**The "Kleenex" of the Industry.** In a world of imitators, Pedal Pub is the original U.S. party bike. We set the standard, and we continue to raise the bar.

**Experience & Quality.** We've logged millions of tour hours, so we can help you navigate all the ins and outs of the business. As the people who brought the original Fietscafe® party bike to the U.S., we only put only the highest-quality and longest-lasting vehicles on the road. And with our Pilot Certification Program, no one puts better-trained pilots on their bikes.

**A Sky-High Ceiling.** The party bike industry is booming. With 50 locations and growing, Pedal Pub invented the space and leaves its competitors in the dust. As more cities realize the economic benefits of mobile entertainment, we'll continue to lower the barriers to success.

**Corporate Account Sales Program.** We've created a system to book corporate team-building and other tours across the country, delivering more business to your front door.

**Unmatched Buying Power.** From insurance and booking software to signage and merchandise, we've got the negotiating leverage. We get the discounts. We lower your cost of doing business. We constantly work to improve your profitability.

**A Better Bottom Line.** Backed by investors who believe in the party bike space, Pedal Pub offers you a great franchising opportunity. And it starts *now*.





# A BUSINESS JOURNEY LIKE NO OTHER

Pedal Pub did more than start a novel idea for city tours; we invented an industry. Our founders brought the first party bike to the U.S. from Amsterdam in 2007. Today, we operate in over **50 cities**, providing a fun, safe and environmentally friendly experience for **millions** of riders each year.

## *The Pedal Pub Journey*

- 1996** Fietscafe® makes the world's first party bike for a parade in Amsterdam.
- 2006** Pedal Pub founders Al Boyce and Eric Olson see a photo of the bike and realize immediately that the concept can work in the U.S.
- 2007** Al and Eric bring the first party bike to the States, open their first location in Minneapolis, and found not only a business, but an entirely new industry.
- 2010** As Pedal Pubs turn heads and gain serious buzz in Minneapolis, Al and Eric license their first location.
- 2014** 25 new locations open.
- 2016** 40 new locations open.
- 2018** Pedal Pub becomes a franchise.



# DOMINATING THE MARKET

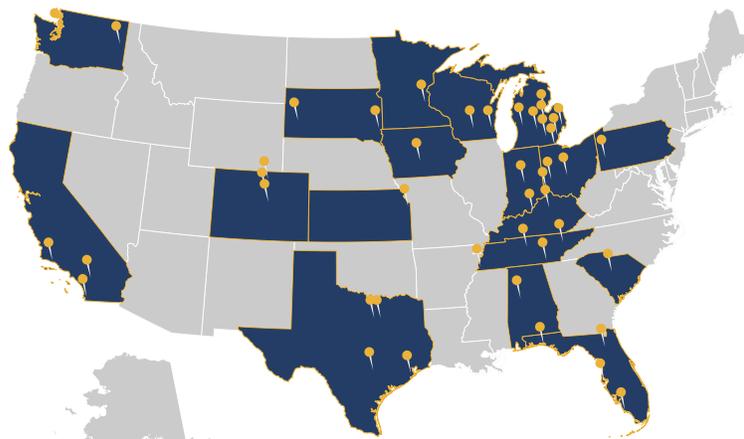
No one can match the unique Pedal Pub experience. That's why we plan on continued growth in the coming years, and that's why we present such a great opportunity for entrepreneurs like you.

We and our affiliates currently own **50%** of the party bikes on the road.

Our nearest competitor has only **12%**.

We expect to reach **100 locations** by 2023.

In addition, we're taking several steps to further build brand engagement. We're working to increase locations revenue and decrease costs. We've engaged with expert in digital marketing. And we're partnering with companies throughout the U.S. to exponentially grow our customer base.





# LEADERSHIP AT EVERY LEVEL

Pedal Pub is led by a team of successful entrepreneurs in everything from manufacturing and financing to technology and franchising.

- Our manufacturer, **Het Fietscave®**, is the industry pioneer. Started when brothers Zwier and Henk Van Laar sketched their idea for a “rolling pub” on the back of a bar napkin in 1997, the company continues to make the world’s most durable and feature-rich party bikes at their state-of-the-art Dutch factory. In fact, Het Fietscave is the only company in the world with a dedicated, federally subsidized party-bike manufacturing facility.
- We’re backed by **Proprietors Capital Holdings** (PCH), a private equity group that provides capital resources, as well as deep business and franchising expertise.
- We’re partnering with the world’s largest business brokerage franchise, PCH affiliate **Sunbelt Network**, to provide valuable resources in selling future Pedal Pub locations.



# THE STRONGEST FRANCHISE SUPPORT

Today's party bike industry is cluttered with weak, independent operators who can't match Pedal Pub's experience, quality, systems and scale. The truth is, **we're the best national franchise system in the bike pub industry.** For you, that means exclusive access to:

**An Elite Peer Network.** You can tap the expertise of dozens of top-quality operators who've been in business for more than a decade.

**Regulatory Expertise.** We've established win-win relationships with city officials throughout the country, and we have deep experience in regulatory and safety issues. We've proven our ability to attract tourists, drive traffic to small businesses, provide high-wage jobs and earn valuable media coverage.

**Comprehensive Training.** Whether you work with our team or industry partners, you always know that everyone around you is there to make you better and help you succeed.

**Group Negotiation.** Our depth and breadth translates into local and national marketing resources to help build buzz, spur sales and drive profits for your business.

**Marketing.** We have the buying power to negotiate exclusive deals with major industry vendors—including booking software, merchandise suppliers and more.

**Mechanical Service.** As a Pedal Pub franchisee, you can get bike parts and other mechanical resources from Excel Cycle Systems, a company exclusively dedicated to servicing Pedal Pub bikes.





# LOW BARRIER TO ENTRY

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If you've looked into other franchising opportunities, you know how expensive startup costs can be. That's why our franchisees are surprised to learn that our first-year startup costs are estimated at only \$110,700 to \$288,000.

This investment estimate includes your bike purchase (we require two so you can handle large corporate and other groups), as well as insurance costs, storage, marketing and other expenses. And since you receive our full Business Manual—as well as territorial protection, training and the wealth of information offered by our entire Pedal Pub Network—your risk is limited.

So put your feet on the pedals, and let the journey begin!



# THE FIRST & BEST

*As seen on...*

**DUCK  
DYNASTY®**



**THE  
SIMPSONS™**



**CMT  
MUSIC  
AWARDS**

GARTH  BROOKS



## MEDIA & TESTIMONIALS

“ I’ve got a background in franchise systems, and I can tell you that Pedal Pub goes beyond your typical brick-and-mortar franchise. They’re the industry pioneer. Every day is unique and truly refreshing! ”

**Mike Carlson**

Pedal Pub Owner  
Minneapolis, MN

“ A flexible schedule, being my own boss, problem-solving, working in the outdoors and being a part of my city's growth are just a few of the perks of running this business. Plus, who doesn't like having some beers and throwing a good party? ”

**Ashley Coleman**

Pedal Pub Licensee  
Memphis, TN

“ The Pedal Bar Business Is Booming in Nashville! ”

**Headline in The Tennessean**

Nashville, TN

“ I love Pedal Pub! ”

**Belinda Johnson**

TV Personality, KARE 11  
Minneapolis, MN

“ 5 stars! This was the most fun we could have had on a night out. My parents have been around the world and never done something so unique and fun. We would all do this again! ”

**Ryan R.**

TripAdvisor review  
St. Petersburg, FL



Tennessean.



Desert Sun.  
PART OF THE USA TODAY NETWORK



# **& GATHER & GO!**

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**START YOUR PEDAL PUB FRANCHISE TODAY!**

Call (651) 484-0075

or visit [pedalpub.com/franchising/](http://pedalpub.com/franchising/)



## Safety

- Nationwide, there are more than 500,000 riders on Pedal Pub bikes per year, and every precaution is taken to make sure riders are safe at all times.
- In 15 years and over 5 million riders, only 3 accidents we are of aware of have resulted in an injury.
- Because safety is our top priority, Pedal Pub Development, LLC invests in extensive up-front training for franchisees before they open. Pilots are trained to be prepared for anything they may encounter while on a route with passengers.
  - Hands-on field training for pilots and staff on operating the bike, piloting, and maintenance.
  - On-site trainer covers top speeds and how to navigate hills safely.
- Bikes are inspected regularly to make sure there are no mechanical malfunctions.
- Pilot hiring and onboarding includes a background check, signoff on the franchisee's employee handbook, hands-on road training, and yearly national pilot recertification.

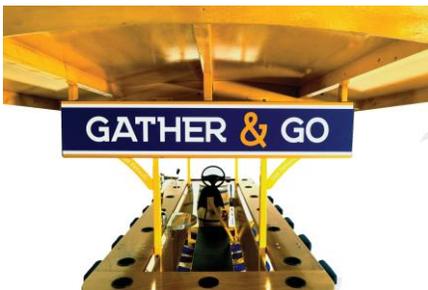
## Business Structure

- Pedal Pub franchises are independently owned and operated businesses.
- Businesses are expected to follow all state and local regulations to ensure safety.
- It is required for all Pedal Pub riders to sign a waiver ahead of the ride. All riders are offered a helmet.

## Facts and Figures

- We have been in business since 2007 and started the party bike industry in the US.
- We are operating in over 50 cities in the US and Canada with our independent licensees and franchisees.
- Our Google Ratings (Guest Experience) average a 4.9 out of 5

## BIKE SPECS



## VEHICLE

VEHICLE TYPE	PARTY BIKE
SERIAL NUMBER	TBD
PROPULSION	PEDAL; ELECTRIC ASSIST
PASSENGER CAPACITY	17 PERSONS (INCLUDING DRIVER)
MINIMUM PASSENGERS	4 WITH PEDAL ASSIST 8 WITHOUT PEDAL ASSIST
DIMENSIONS (LxWxH)	17'8" x 7'6" x 8'10"



## CHASSIS

STOCK WEIGHT	2,441 lbs WITH ELECTRIC ASSISTANCE & OPTIONS
FRAME	STEEL AND ALUMINUM
TIRES	195/70
SUSPENSION	FRONT & REAR SOLID AXEL
BRAKES	4 WHEEL HYDRAULIC FOOT BRAKE, AND SECONDARY MECHANICAL HANDBRAKE



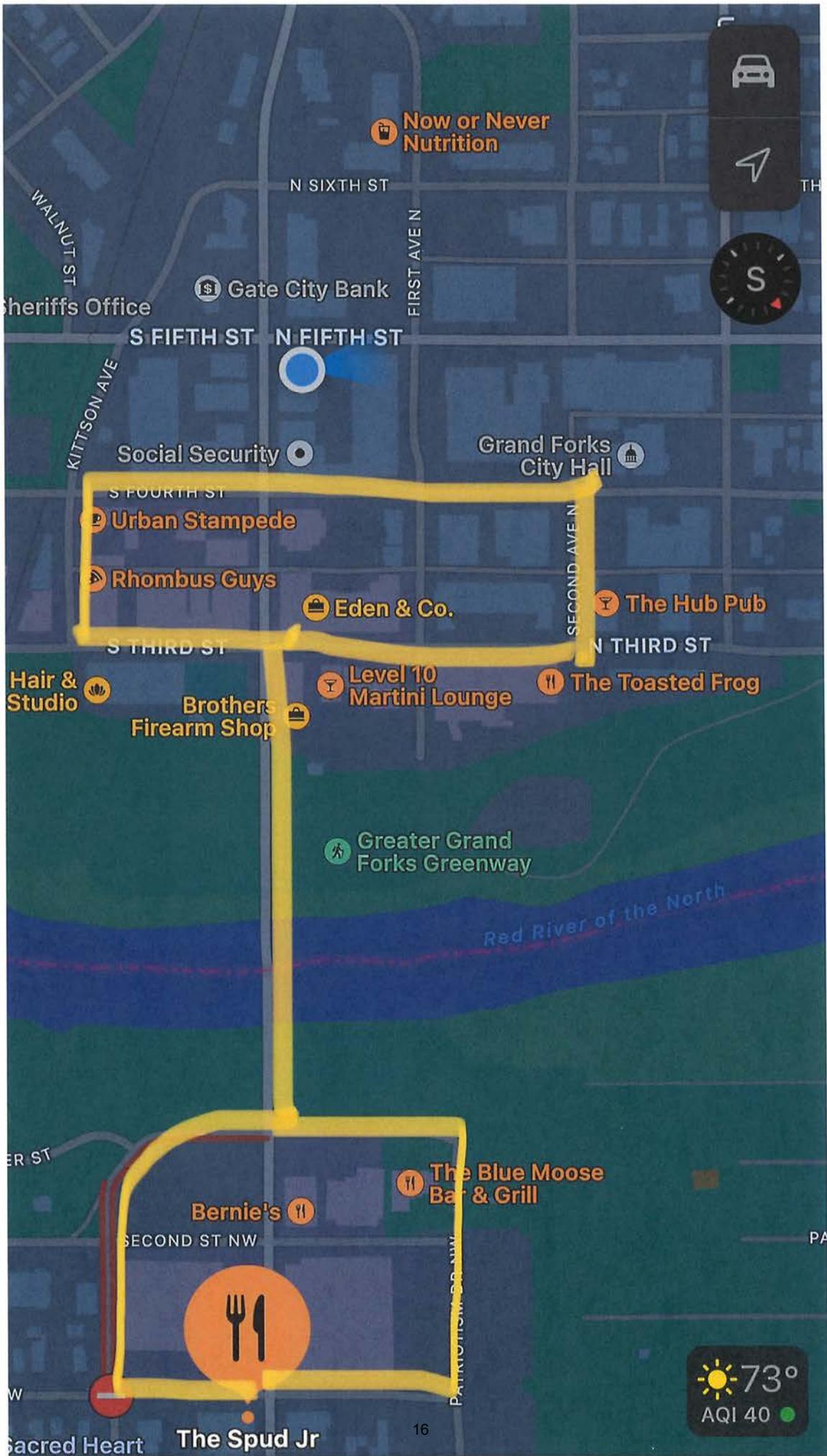
## FEATURES

### STANDARD EQUIPMENT

- 75 ah EXTREME BATTERY
- NOCO ON-BOARD CHARGER
- PANORAMIC REAR VIEW MIRROR
- 16 CUPHOLDER INSERTS
- SPARE PARTS & MAINTENCE KIT
- STARTER TOOL KIT
- MARINE GRADE RADIO
- HEADLIGHTS
- TAILLIGHTS
- BRAKE LIGHTS
- BLINKERS
- BAR LIGHTS
- CHROME BAR TAP
- RACK & PINION STEERING
- 360 DEGREE SIGNAGE

### OPTIONAL:

- E-ASSIST
- VINYL SEAT COVERS
- CUSHIONED CAPTAINS CHAIR
- ROOFTOP ADVERTISING - BRANDED ROOFTOP VINYL COVER
- AUDIO UPGRADE PACKAGE (DASH MOUNTED JBL PREMIUM SOUND SYSTEM) & MORE!



Now or Never Nutrition

N SIXTH ST

Gate City Bank

Sheriff's Office

S FIFTH ST N FIFTH ST

Social Security

Grand Forks City Hall

S FOURTH ST

Urban Stampede

Rhombus Guys

Eden & Co.

SECOND AVE N

The Hub Pub

S THIRD ST

Hair & Studio

Brothers Firearm Shop

Level 10 Martini Lounge

The Toasted Frog

Greater Grand Forks Greenway

Red River of the North

ER ST

The Blue Moose Bar & Grill

Bernie's

SECOND ST NW



W

Sacred Heart

The Spud Jr

73°  
AQI 40

- **CHAPTER 306. - COMMERCIAL PEDAL CAR**

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- **306.10. - Definitions.**

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As used in this chapter, the following terms shall mean:

*Commercial pedal car:* A pedal car is a non-motorized four (4) or more wheeled bicycle-like vehicle that is human powered that transports passengers on bicycle-like seats and is propelled by five (5) or more passengers not including the operator. A pedal car may have a maximum length of twenty (20) feet, a maximum width of eight (8) feet six (6) inches and a maximum height of twelve (12) feet. A pedal car may not be power assisted.

*Commercial pedal car business:* The business of operating one (1) or more commercial pedal car vehicle(s) for profit or not-for-profit.

*Commercial pedal car driver:* Any person who is responsible for the safe operation of a commercial pedal car, including but not limited to the steering and braking and maintaining compliance with all state and local traffic regulations.

*Commercial pedal car driver license:* A license granted in accordance with this chapter.

*Street:* Any street or roadway under the jurisdiction of the city.

*Vehicle* means every device in, upon, or by which any person is or may be transported or drawn upon a highway or street. (2013-Or-008, § 1, 2-8-13)

- **306.20. - License required.**

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(a) No person shall engage in the activity of operating of a commercial pedal car business without a license as required under this chapter.

(b)

No person shall operate a commercial pedal car without a commercial pedal car driver license as required under this chapter. (2013-Or-008, § 1, 2-8-13)

- **306.30. - License fee.**

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(a) The annual fee for a commercial pedal car business license shall be as established in the license fee schedule, and based on the number of commercial pedal car(s) in operation on the streets at any time during the license year.

(b)

The annual fee for a commercial pedal car driver license shall be as established in the license fee schedule. (2013-Or-008, § 1, 2-8-13)

- **306.40. - When licenses expire.**

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Licenses issued under this chapter shall expire on May first of each year. (2013-Or-008, § 1, 2-8-13)

- **306.50. - License number.**

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All commercial pedal cars shall be assigned a number or number series by the licensing official. The number assigned shall be displayed at least two (2) inches to the right of the rear left hand turn signal but no further than the center of the commercial pedal car and shall be a minimum of three (3) inches in height and in a contrasting color that does not blend into the paint color of the commercial pedal car. (2013-Or-008, § 1, 2-8-13; 2013-Or-195, § 1, 12-6-13)

- **306.60. - License application.**

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(a) Application for a license under this chapter shall be made on forms provided by the licensing official and shall contain any information the licensing official may require, including the name, address and telephone number of the applicant; whether the applicant is a natural person, partnership, corporation or unincorporated association; the names and addresses of all partners, if a partnership, or of all officers and directors, if a corporation; and the names and addresses of all persons authorized to operate a commercial pedal car on behalf of the licensee.

(b)

Application for a pedal car driver license under this chapter shall be made on forms provided by the licensing official and shall contain such information as the licensing official may require, including the name, telephone number, date of birth, current address and all residing addresses within the previous five (5) years of the applicant. Each pedal car driver license shall indicate the name of the pedal car business for which the driver works. No pedal car driver shall drive for a different pedal car business without first notifying the licensing official and obtaining a new driver's license indicating the new pedal car company. Every pedal car driver shall meet and maintain the following requirements in order to hold a pedal car driver license:

(1)

Possess a valid Minnesota driver license or a valid driver license from their home state. Those with out-of-state driver licenses must not have a currently cancelled, revoked or suspended Minnesota driver license. Those with out-of-state driver licenses must provide a certified copy of their driving and criminal history from their home state.

(2)

Be a minimum of eighteen (18) years old.

(3)

Shall not have had more than three (3) moving violations in the last three (3) years and no more than two (2) moving violations in the last year.

(4)

Shall not have been convicted of careless or reckless driving or any violation of Minn. Stat. 169A (driving while impaired) within the past three (3) years.

(5)

The provisions of Minnesota Statutes, Chapter 364 shall govern the eligibility of an applicant or license holder to acquire or maintain a pedal car driver license based on a prior or present criminal conviction or convictions. (2013-Or-008, § 1, 2-8-13; 2013-Or-195, § 2, 12-6-13)

- **306.70. - Insurance required.**

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No license shall be issued or renewed without proof of general liability insurance in the minimum amount of two million dollars (\$2,000,000.00). Proof of insurance shall comply with [section 259.160](#) of this Code. (2013-Or-008, § 1, 2-8-13)

- **306.80. - Approved tour assembly sites required.**

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All commercial pedal car businesses shall operate tours only from approved commercial locations on private property approved by the licensing official. These sites shall be used by the licensed business as the locations for patrons to gather and assemble prior to embarking on a commercial pedal car tour and to disembark at the conclusion of the tour. Approved sites shall provide patron access to restroom facilities and a minimum of three (3) off-street customer parking spaces per pedal car operated from the site. Any approved assembly site located in the B4 Downtown Business District shall be exempt from the restroom facilities and the customer parking requirements. Any assembly site utilized three (3) or fewer times during the annual license period shall be exempt from all requirements of this section. (2013-Or-008, § 1, 2-8-13; 2013-Or-195, § 3, 12-6-13)

- **306.90. - Commercial pedal car inspections.**

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(a) *Initial inspections.* All commercial pedal cars must pass an initial inspection of condition and compliance with safety and equipment standards under this chapter before a commercial pedal car license is issued.

(b)

*Annual inspections.* The licensing official shall require an annual commercial pedal car inspection and may designate minimum safety standards for equipment and body

defects. A separate fee as established in the license fee schedule may be required for an annual inspection. Commercial pedal cars found to not meet minimum inspection standards may be identified as "out of service" and shall not operate until such defects have been repaired and approved by the licensing official.

(c)

*Periodic inspections.* The licensing official shall have the right to examine and inspect any licensed commercial pedal car at any reasonable time in order to ensure compliance with all applicable ordinances, laws and rules.

(d)

*In-operation inspections.* If an inspector finds a commercial pedal car in operation exhibiting continuing and present safety concerns, the commercial pedal car may be immediately ordered out of service until necessary repairs are made or the safety concerns are resolved. Qualifying safety concerns may include but are not limited to failure to abide by applicable ordinances, laws or rules, flat tires, inoperable head lights or tail lights, or other mechanical or operational issues making the vehicle presently unsafe to operate. (2013-Or-008, § 1, 2-8-13; 2013-Or-195, § 4, 12-6-13)

- **306.100. - Hours of operation.**

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Hours of operation shall be from 10:00 a.m. to 10:00 pm. The prohibitions of hours of operation may be waived for special events. (2013-Or-008, § 1, 2-8-13)

- **306.110. - Vehicle operation.**

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Every commercial pedal car shall be operated in compliance with all applicable federal, state and local traffic laws, and in a manner so as to assure the safety of persons and property. (2013-Or-008, § 1, 2-8-13)

- **306.120. - Operating restrictions and conditions.**

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(a) No commercial pedal car shall be operated or parked on a public sidewalk.

(b)

No commercial pedal car shall use any public street or other public property as a waiting area unless such area is a legal motor vehicle parking area or as permitted pursuant to [section 482.30](#) of this Code. No pedal car shall park or wait in a taxi stand as defined in [section 482.10](#) of this Code.

(c)

No commercial pedal car driver shall consume any alcoholic beverages while on duty or operate a commercial pedal car while impaired in any manner to any threshold provided by Minn. Statutes Section 169A.20(1), as amended.

(d)

All commercial pedal cars shall be clean and maintained in a good state of repair. All commercial pedal cars shall be maintained by the commercial pedal car business so as to be well painted and have an appearance free of damage or deterioration, and a safe operational condition. Commercial pedal cars shall be, at all reasonable times, subject to inspection by the licensing official or the police department.

(e)

All commercial pedal cars shall display a valid license decal conspicuously displayed, issued by the licensing official.

(f)

All commercial pedal cars shall have the trade name and phone number of the licensee conspicuously displayed on the pedal car.

(g)

All commercial pedal car passengers consuming alcohol shall be of legal age as established pursuant to Minn. Statutes Section 340A.503, as amended.

(h)

Commercial pedal car drivers shall have in their possession proof of insurance, valid state driver's license and a commercial pedal car drivers license while in control of any commercial pedal car and shall operate the pedal car in compliance with all applicable federal, state, and local traffic laws, ordinances, or other applicable regulations and in a manner so as to assure the safety of persons and property. These documents shall be made available upon request of law enforcement, the license official, or traffic control agent.

(i)

All commercial pedal car drivers shall obey and comply with any lawful order or direction of any police officer, traffic control agent, or license inspector, and shall refrain from the use of any profane language or from interference with such officials while in the performance of their duties.

(j)

No commercial pedal car driver shall permit more passengers to be carried in a commercial pedal car than the commercial pedal car's normal seating capacity and no more than two (2) persons in addition to the driver may be in the center aisle while vehicle is in motion.

(k)

No commercial pedal car driver shall allow a passenger or other individuals to drive their commercial pedal car unless that individual also holds a commercial pedal car driver's license.

(l)

Commercial pedal cars may operate on Minneapolis Park and Recreation property only with prior written approval from the Minneapolis Park and Recreation Board.

(m)

No glassware of any kind shall be allowed on a commercial pedal car including but not limited to bottles, receptacles or drinking glasses.

(n)

No music or amplified sound shall be played, nor yelling or conversation be conducted, in such a manner that the sound of which carries to points of habitation or adjacent properties and is audible above the level of conversational speech at a distance of fifty (50) feet or more from the point of origin of the sound.

(o)

No alcoholic beverages other than beer, wine, hard cider, or malt-based beverages below six (6) percent alcohol may be consumed by passengers of a commercial pedal car.

(p)

It is the responsibility of the commercial pedal car driver to properly dispose of all trash.

(q)

A commercial pedal car driver must be properly attired with a shirt, pants, skirt or shorts and secure footwear.

(r)

A commercial pedal car driver shall not stop to load or unload passengers or their belongings in the intersections of any street, crosswalk or in any manner or other location that would be considered unsafe. No commercial pedal car driver shall load or unload in any such manner that will in any way impede or interfere with the orderly flow of traffic on the streets.

(s)

It shall be unlawful for any commercial pedal car driver to allow or cause to be operated a pedal car in any unsafe manner or operating condition.

(t)

It is the responsibility of the commercial pedal car driver to actively and affirmatively manage the behavior of the passengers of the commercial pedal car so that their behavior remains law-abiding during the excursion, both while the pedal car is in motion and at a stop. Behavior which shall be prohibited and prevented includes specifically, but is not limited to, violations of Minn. Statutes Sections 617.23 (indecent exposure) and 609.72 (disorderly conduct), and sections [227.180](#) (public urination) and [225.10](#) (littering) of this Code.

(u)

Any commercial pedal car not in compliance with the minimum requirements of [section 306.130](#) may be cited and placed immediately-out-of-service. Any vehicle which has been so removed from service shall not be returned to service until such vehicle has been approved by the licensing official for resumption of service. (2013-Or-008, § 1, 2-8-13; 2013-Or-195, § 5, 12-6-13)

- **306.130. - Vehicle safety and equipment standards.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

(a) No commercial pedal car owner or driver shall operate or allow the operation of a commercial pedal car on any street unless the commercial pedal car meets the following equipment and safety standards:

(1)

*Tires.* Tires shall be of a size appropriate for the commercial pedal car with no mismatched tires per the design of the vehicle. There shall be no cuts to the tire, localized worn spots that expose the ply, or visible tread wear indicators.

(2)

*Operational horn.* The commercial pedal car shall be equipped with a fully operational horn or bell.

(3)

*Brakes.* It shall be unlawful to operate, or cause to be operated, a commercial pedal car that is not equipped with a front and rear braking system capable of being manipulated by the driver from driver's normal position of operation and capable of causing a commercial pedal car with a loaded passenger compartment to come to a complete stop in a linear path of motion when each wheel of the commercial pedal car is in contact with the ground on dry, level, clean pavement. The braking system controlling the rear wheels shall be hydraulic or mechanical disc or drum brakes, which are unaffected by rain or wet conditions.

(4)

*Headlights, tail lights, mirrors, turn signals, and other requirements.* Every commercial pedal car shall be equipped with the operational equipment set forth in the subsections below:

a.

A headlight capable of projecting a beam of white light for a distance at a minimum of three hundred (300) feet which shall be clearly visible during darkness and must be illuminated at all times during darkness.

b.

A side mounted mirror or a wide-angle rear view mirror affixed to the pedal car to reflect to the pedal car driver a view of the street for a distance of at least two hundred (200) feet from the rear of the pedal car.

c.

A red light and brake light affixed to the rear of the pedal car which must be visible for a distance of at least two hundred (200) feet from the rear of the pedal car and must be illuminated at all times during darkness. Turn signals must be affixed to the front and rear of the vehicle.

d.

All pedal cars shall have reflectors on the frame and a red reflector mounted on each side of the rear of the pedal car, at least one (1) inch from the outer edge and centered. In addition, the international slow moving triangle must be displayed on the rear of the pedal car. (2013-Or-008, § 1, 2-8-13)

- **306.140. - Advertising on commercial pedal cars.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

Advertisements shall only be allowed on the manufactured body of the commercial pedal car as permitted by this article. No banners, poles, flags, detached signs, or any other addition or object will be permitted. (2013-Or-008, § 1, 2-8-13)

- **306.150. - Commercial pedal car company licenses.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

Every licensed pedal car company shall:

(a)

Take affirmative measures to insure that all of its owners and drivers comply with the terms of this chapter.

(b)

Be responsible for the operation of an unlicensed pedal car driver.

(c)

Ensure that no pedal car is operated in unsafe mechanical condition or continues to operate after it has been ordered out of service.

(d)

Promptly respond to all requests for information from the licensing official.

(e)

Promptly report any and all accidents involving pedal cars operating in Minneapolis to the licensing official.

(f)

Every licensed pedal car company shall be deemed the agent of service of all notices, orders, and other correspondences from the City of Minneapolis to pedal car drivers operating under their company license. (2013-Or-008, § 1, 2-8-13; 2013-Or-195, § 6, 12-6-13)

- **306.160. - Revocation or suspension.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

In addition to all other penalties, any violation of the terms of this chapter shall be grounds for revocation, suspension, or non-renewal of the license provided for in this chapter. (2013-Or-008, § 1, 2-8-13)

# Request for Council Action

Date: May 4, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Dale Helms, Brian Larson, Ben Pokrzywinski and Karen Peterson

Cc: File

From: Steve Emery, P.E.

RE: Bid Results – 2023 AJ No. 1 / 2023 CP No. 4 – Street & ADA Improvements (Federal Project)

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**Background:**

We received bids on May 4, 2023 for the above referenced project. We had three (3) potential bidders that had pulled plans, but only received one bid which was from Opp Construction. The bid for the total project (Proposal 1 – 3) was \$1,698,898.10 which was approximately 24% above the Engineers Estimate of Cost. In review of the bid results, it does not appear that it is one or two items that are inflated but overall, a majority of the bid items are higher than anticipated which seems to be the standard for the industry right now with high material costs and the demand for labor.

**Estimated Total Project Costs:**

Construction:	\$1,698,898.10
Plans / Specifications:	\$ 99,500.00
Staking / Inspection:	\$ 99,500.00
Administration (1%):	\$ 16,988.98
Contingencies (5%):	\$ 84,944.91
<b>Total Project Cost:</b>	<b>\$1,999,831.99</b>

**Funding:**

Federal Subtarget Funds:	\$860,000.00 (80/20)
Assessments:	\$241,142.00
State Aid Allocation:	<u>\$ 898,689.99</u> (Current State Aid Balance: \$1,398,230.54)
<b>Total Funding:</b>	<b>\$1,999,831.99</b>

**Recommendation:**

No recommendation at this time, as MNDOT Office of Civil Rights (OCR) is reviewing to assure contractor has met DBE requirements and project cannot be awarded until we receive approval from MNDOT OCR.

If council decides to move forward with the project, I would recommend approving bids as soon as we receive authorization from MNDOT to provide adequate time for contractor to complete work on south side of Highway 2. This intersection needs to be completed by September 15, 2023 which was requested by American Crystal Sugar. All remaining work to be completed by October 14, 2023.

**Enclosures:**

Bid Tabulation

BID TABULATION



2023 AJ NO. 1 / 2023 CP NO. 4  
STREET & ADA IMPROVEMENTS  
EAST GRAND FORKS, MN

Proposal No. 1 - S.P. 119-110-010

DBE Commitment: 2.5%

5/4/2023				Engineers Estimate		Opp Construction	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	0.23	\$ 50,000.00	\$ 11,500.00	\$ 79,000.00	\$ 18,170.00
2104.502	REMOVE CASTING	EACH	9	\$ 300.00	\$ 2,700.00	\$ 400.00	\$ 3,600.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	288	\$ 12.00	\$ 3,456.00	\$ 7.50	\$ 2,160.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	116	\$ 20.00	\$ 2,320.00	\$ 33.00	\$ 3,828.00
2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	1802	\$ 15.00	\$ 27,030.00	\$ 21.00	\$ 37,842.00
2211.507	AGGREGATE BASE (LV) CLASS 5	CU YD	102	\$ 65.00	\$ 6,630.00	\$ 75.00	\$ 7,650.00
2301.504	CONCRETE PAVEMENT 9.0"	SQ YD	1802	\$ 110.00	\$ 198,220.00	\$ 127.00	\$ 228,854.00
2506.502	CASTING ASSEMBLY	EACH	4	\$ 1,500.00	\$ 6,000.00	\$ 2,800.00	\$ 11,200.00
2506.602	CASTING ASSEMBLY SPECIAL	EACH	3	\$ 1,000.00	\$ 3,000.00	\$ 2,400.00	\$ 7,200.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	288	\$ 60.00	\$ 17,280.00	\$ 81.00	\$ 23,328.00
2531.504	9" CONCRETE DRIVEWAY PAVEMENT	SQ YD	128	\$ 150.00	\$ 19,200.00	\$ 162.00	\$ 20,736.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.23	\$ 35,000.00	\$ 8,050.00	\$ 32,000.00	\$ 7,360.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	8	\$ 200.00	\$ 1,600.00	\$ 300.00	\$ 2,400.00
2574.507	COMMON TOPSOIL BORROW	CU YD	7	\$ 50.00	\$ 350.00	\$ 120.00	\$ 840.00
2575.604	SITE RESTORATION	SQ YD	59	\$ 20.00	\$ 1,180.00	\$ 28.00	\$ 1,652.00
2582.503	4" BROKEN LINE PAINT	LIN FT	150	\$ 3.00	\$ 450.00	\$ 4.50	\$ 675.00
<b>TOTAL BID PROPOSAL 1</b>					<b>\$ 308,966.00</b>		<b>\$ 377,495.00</b>

Proposal No. 2 - S.P. 119-110-011

5/4/2023				Engineers Estimate		Opp Construction	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	0.38	\$ 50,000.00	\$ 19,000.00	\$ 79,000.00	\$ 30,020.00
2104.502	REMOVE CASTING	EACH	6	\$ 300.00	\$ 1,800.00	\$ 400.00	\$ 2,400.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	583	\$ 12.00	\$ 6,996.00	\$ 9.00	\$ 5,247.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	55	\$ 20.00	\$ 1,100.00	\$ 26.00	\$ 1,430.00
2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	3844	\$ 15.00	\$ 57,660.00	\$ 21.00	\$ 80,724.00
2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	727	\$ 3.00	\$ 2,181.00	\$ 2.80	\$ 2,035.60
2106.601	CONSTRUCT ACCESS ROAD	LUMP SUM	1	\$ 11,500.00	\$ 11,500.00	\$ 9,800.00	\$ 9,800.00
2211.507	AGGREGATE BASE (LV) CLASS 5	CU YD	226	\$ 65.00	\$ 14,690.00	\$ 75.00	\$ 16,950.00
2301.504	CONCRETE PAVEMENT 7.0"	SQ YD	3844	\$ 85.00	\$ 326,740.00	\$ 104.00	\$ 399,776.00
2504.602	ADJUST GATE VALVE & BOX	EACH	1	\$ 200.00	\$ 200.00	\$ 400.00	\$ 400.00
2506.502	CASTING ASSEMBLY	EACH	3	\$ 1,500.00	\$ 4,500.00	\$ 2,800.00	\$ 8,400.00
2506.602	CASTING ASSEMBLY SPECIAL	EACH	3	\$ 1,000.00	\$ 3,000.00	\$ 2,400.00	\$ 7,200.00
2521.518	4" CONCRETE WALK	SQ FT	583	\$ 8.00	\$ 4,664.00	\$ 14.00	\$ 8,162.00
2521.518	6" CONCRETE WALK	SQ FT	143	\$ 12.00	\$ 1,716.00	\$ 16.00	\$ 2,288.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	583	\$ 60.00	\$ 34,980.00	\$ 77.00	\$ 44,891.00
2531.504	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	55	\$ 90.00	\$ 4,950.00	\$ 150.00	\$ 8,250.00
2531.618	TRUNCATED DOMES	SQ FT	28	\$ 65.00	\$ 1,820.00	\$ 90.00	\$ 2,520.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.38	\$ 35,000.00	\$ 13,300.00	\$ 32,000.00	\$ 12,160.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	13	\$ 200.00	\$ 2,600.00	\$ 300.00	\$ 3,900.00
2574.507	COMMON TOPSOIL BORROW	CU YD	23	\$ 50.00	\$ 1,150.00	\$ 120.00	\$ 2,760.00
2575.604	SITE RESTORATION	SQ YD	207	\$ 20.00	\$ 4,140.00	\$ 28.00	\$ 5,796.00
2582.503	4" BROKEN LINE PAINT (3)	LIN FT	390	\$ 3.00	\$ 1,170.00	\$ 4.50	\$ 1,755.00
2582.518	CROSSWALK PREF TAPE GR IN	SQ FT	405	\$ 20.00	\$ 8,100.00	\$ 36.00	\$ 14,580.00
<b>TOTAL BID PROPOSAL 2</b>					<b>\$ 527,957.00</b>		<b>\$ 671,444.60</b>

Proposal No. 3 - S.P. 119-120-010

5/4/2023

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate		Opp Construction	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	0.39	\$ 50,000.00	\$ 19,500.00	\$ 79,000.00	\$ 30,810.00
2104.502	REMOVE CASTING	EACH	10	\$ 300.00	\$ 3,000.00	\$ 400.00	\$ 4,000.00
2104.502	SALVAGE SIGN	EACH	4	\$ 200.00	\$ 800.00	\$ 40.00	\$ 160.00
2104.502	SALVAGE TREE GRATE	EACH	5	\$ 400.00	\$ 2,000.00	\$ 350.00	\$ 1,750.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	827	\$ 12.00	\$ 9,924.00	\$ 14.00	\$ 11,578.00
2104.503	REMOVE CONCRETE GUTTER	LIN FT	26	\$ 12.00	\$ 312.00	\$ 5.00	\$ 130.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	19	\$ 20.00	\$ 380.00	\$ 26.00	\$ 494.00
2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	1940	\$ 15.00	\$ 29,100.00	\$ 21.00	\$ 40,740.00
2104.504	REMOVE CONCRETE MEDIAN	SQ YD	14	\$ 40.00	\$ 560.00	\$ 25.00	\$ 350.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	231	\$ 15.00	\$ 3,465.00	\$ 9.00	\$ 2,079.00
2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	2655	\$ 3.00	\$ 7,965.00	\$ 2.80	\$ 7,434.00
2104.618	REMOVE BRICK PAVERS	SQ FT	3151	\$ 3.00	\$ 9,453.00	\$ 3.00	\$ 9,453.00
2211.507	AGGREGATE BASE (LV) CLASS 5	CU YD	120	\$ 65.00	\$ 7,800.00	\$ 75.00	\$ 9,000.00
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	2166	\$ 95.00	\$ 205,770.00	\$ 109.00	\$ 236,094.00
2504.602	ADJUST GATE VALVE & BOX	EACH	5	\$ 200.00	\$ 1,000.00	\$ 400.00	\$ 2,000.00
2506.502	ADJUST FRAME & RING CASTING	EACH	1	\$ 300.00	\$ 300.00	\$ 600.00	\$ 600.00
2506.502	CASTING ASSEMBLY	EACH	3	\$ 1,500.00	\$ 4,500.00	\$ 2,800.00	\$ 8,400.00
2506.602	CASTING ASSEMBLY SPECIAL	EACH	7	\$ 1,000.00	\$ 7,000.00	\$ 2,400.00	\$ 16,800.00
2521.518	6" CONCRETE WALK	SQ FT	5268	\$ 12.00	\$ 63,216.00	\$ 16.00	\$ 84,288.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	1121	\$ 60.00	\$ 67,260.00	\$ 77.00	\$ 86,317.00
2531.504	CONCRETE MEDIAN	SQ YD	14	\$ 150.00	\$ 2,100.00	\$ 320.00	\$ 4,480.00
2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	12	\$ 100.00	\$ 1,200.00	\$ 300.00	\$ 3,600.00
2531.618	TRUNCATED DOMES	SQ FT	150	\$ 65.00	\$ 9,750.00	\$ 100.00	\$ 15,000.00
2540.618	INSTALL BRICK PAVERS	SQ FT	749	\$ 40.00	\$ 29,960.00	\$ 18.00	\$ 13,482.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.39	\$ 35,000.00	\$ 13,650.00	\$ 32,000.00	\$ 12,480.00
2564.502	INSTALL SIGN PANEL	EACH	4	\$ 300.00	\$ 1,200.00	\$ 250.00	\$ 1,000.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	13	\$ 200.00	\$ 2,600.00	\$ 300.00	\$ 3,900.00
2574.507	COMMON TOPSOIL BORROW	CU YD	18	\$ 50.00	\$ 900.00	\$ 120.00	\$ 2,160.00
2575.604	SITE RESTORATION	SQ YD	161	\$ 15.00	\$ 2,415.00	\$ 28.00	\$ 4,508.00
2582.503	4" SOLID LINE PAINT	LIN FT	1007	\$ 1.00	\$ 1,007.00	\$ 4.50	\$ 4,531.50
2582.503	4" BROKEN LINE PAINT	LIN FT	70	\$ 1.00	\$ 70.00	\$ 4.50	\$ 315.00
2582.503	4" DBLE SOLID LINE	LIN FT	445	\$ 3.00	\$ 1,335.00	\$ 9.00	\$ 4,005.00
2582.503	24" SOLID LINE PAINT	LIN FT	72	\$ 10.00	\$ 720.00	\$ 25.00	\$ 1,800.00
2582.518	PAVT MSSG PAINT	SQ FT	120	\$ 12.00	\$ 1,440.00	\$ 16.00	\$ 1,920.00
2582.518	CROSSWALK PREF TAPE GR IN	SQ FT	675	\$ 20.00	\$ 13,500.00	\$ 36.00	\$ 24,300.00
<b>TOTAL BID PROPOSAL 3</b>					<b>\$ 525,152.00</b>		<b>\$ 649,958.50</b>
<b>BID PROPOSAL NO. 1</b>					<b>\$ 308,966.00</b>		<b>\$ 377,495.00</b>
<b>BID PROPOSAL NO. 1 &amp; NO. 2</b>					<b>\$ 836,923.00</b>		<b>\$ 1,048,939.60</b>
<b>BID PROPOSAL NO. 1, 2 &amp; 3</b>					<b>\$ 1,362,075.00</b>		<b>\$ 1,698,898.10</b>

# Request for Council Action

Date: May 4, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Dale Helms, Brian Larson, Ben Pokrzywinski and Karen Peterson

Cc: File

From: Steve Emery, P.E.

RE: Left Turn Signal – 3<sup>rd</sup> Ave SE & 1<sup>st</sup> St SE Intersection

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## **Background:**

At the request of the Mayor, I have been working with Todd Grabanski, Water and Light and Trent Lauderbaugh, MNDOT to determine if a Left Turn Signal could be added to the above intersection to allow a free left turning movement for those wanting to head west to Grand Forks.

Upon review by Todd and Trent it has been determined that adding a left turn signal can be completed without to much additional equipment. Therefore, Trent did talk to Strata Corporation and Parson Electric and asked them to provide a quote for materials and labor to add this left turn signal. I am including a copy of the e-mail responses Trent did receive. I have asked Trent to get a more formal written up Quote from each contractor and am hoping to have that for the Work Session on Tuesday.

The existing Traffic Signal is approximately 25 years old and according to MNDOT the typical life span for a traffic signal is approximately 30 years and so replacement will probably be necessary in the 5-10 year time frame. A new traffic signal system in today's dollars is approximately \$300k.

## **Recommendation:**

No recommendation at this time, this is for informational purposes to see if council is interested in adding a Left Turn Signal.

If council is interested in moving ahead, then I would recommend approving the Quote received from Strata Corporation in the amount of \$14,000.00

## **Funding:**

State Aid Maintenance

## **Enclosures:**

Copies of e-mails / Quotes received to date.

## Steve Emery

---

**From:** Todd Grabanski <tgrabanski@egf.mn>  
**Sent:** Tuesday, May 2, 2023 8:17 AM  
**To:** Steve Emery  
**Cc:** Megan Nelson  
**Subject:** Fw: [EXTERNAL]FW: EGF signal cost estimate

This is one cost estimate for the traffic lights to install the left turn signal lights

*Todd Grabanski*

DSC Superintendent  
Water & Light Department  
City of East Grand Forks  
218 773-0515  
fax 218 773-9240

---

**From:** Lauderbaugh, Trent (DOT) <trent.lauderbaugh@state.mn.us>  
**Sent:** Tuesday, May 2, 2023 8:03 AM  
**To:** Todd Grabanski <tgrabanski@egf.mn>  
**Subject:** [EXTERNAL]FW: EGF signal cost estimate

**WARNING** - this email is originated from outside the City of East Grand Forks email system. Do not click any link and do not open attachments unless you can confirm the sender.

Signal estimate from Strata.

---

**From:** Scott Schell <Scott.Schell@stratacorporation.com>  
**Sent:** Tuesday, April 25, 2023 8:58 AM  
**To:** Lauderbaugh, Trent (DOT) <trent.lauderbaugh@state.mn.us>  
**Cc:** Scott Schell <Scott.Schell@stratacorporation.com>; Eric Simek <Eric.Simek@stratacorporation.com>  
**Subject:** RE: EGF signal cost estimate

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Trent,

After looking into this we figured an estimated cost to complete this would be \$14,000.00.

This would include the material and labor to update this intersection as requested below.

If you need any additional info let us know.

**Scott Schell | Electrical Project Manager**  
**STRATA CORPORATION**

c: 701-335-3880

e: [scott.schell@stratacorporation.com](mailto:scott.schell@stratacorporation.com)

102 12<sup>th</sup> Ave NW | West Fargo, ND 58078



---

**From:** Lauderbaugh, Trent (DOT) <[trent.lauderbaugh@state.mn.us](mailto:trent.lauderbaugh@state.mn.us)>

**Sent:** Wednesday, April 19, 2023 5:25 PM

**To:** Scott Schell <[Scott.Schell@stratacorporation.com](mailto:Scott.Schell@stratacorporation.com)>

**Subject:** EGF signal cost estimate

Here is the location I am looking to get an estimate for. The blue boxes would need to be changed to new 5 section heads. The red box would need a hub and a new 3 section head. I estimate about 300' of 6C/14 for the 2 new 5 sections and from the 3 section down to the terminal block. I estimated new cable from the 5 sections all the way back to the signal cabinet. If you have any questions please let me know.

Thanks

Trent Lauderbaugh

Bemidji MNDOT Traffic

218-766-0555

**Steve Emery**

---

**From:** Todd Grabanski <tgrabanski@egf.mn>  
**Sent:** Tuesday, May 2, 2023 8:48 AM  
**To:** Steve Emery  
**Cc:** Megan Nelson  
**Subject:** Fw: [External] FW: EGF signal cost estimate

This is the other cost estimate from parsons

*Todd Grabanski*  
DSC Superintendent  
Water & Light Department  
City of East Grand Forks  
218 773-0515  
fax 218 773-9240

---

**From:** Lauderbaugh, Trent (DOT) <trent.lauderbaugh@state.mn.us>  
**Sent:** Tuesday, May 2, 2023 8:03 AM  
**To:** Todd Grabanski <tgrabanski@egf.mn>  
**Subject:** FW: [External] FW: EGF signal cost estimate

Signal estimate from parsons.

---

**From:** Pederson, Kyle <Kyle.Pederson@archkey.com>  
**Sent:** Thursday, April 27, 2023 3:29 PM  
**To:** Lauderbaugh, Trent (DOT) <trent.lauderbaugh@state.mn.us>  
**Subject:** RE: [External] FW: EGF signal cost estimate

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Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

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Trent – Informal quote below:

\$16,000 for the (3) signal replacements and wire. This includes traffic control plan by vendor.

6-8 weeks lead time on material, approximate.

\*No cabinet work included. Assuming load switches, controller adjustments to add phase by MnDOT/owner

Thanks,

**Kyle Pederson** | Project Manager

---



Parsons Electric, An ArchKey Solutions Company  
d 701-551-1443

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e kyle.pederson@pecsolutions.com



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**REINVENTING POSSIBLE - ELECTRIC | UTILITY | LOW VOLTAGE | FIRE | CONTROLS & AUTOMATION | CIVIL**

**NOTE:** Our legal name has changed - [learn more](#).

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---

**From:** Lauderbaugh, Trent (DOT) <[trent.lauderbaugh@state.mn.us](mailto:trent.lauderbaugh@state.mn.us)>

**Sent:** Tuesday, April 25, 2023 9:15 AM

**To:** Pederson, Kyle <[Kyle.Pederson@archkey.com](mailto:Kyle.Pederson@archkey.com)>

**Subject:** [External] FW: EGF signal cost estimate

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Here is the location I am looking to get an estimate for. The blue boxes would need to be changed to new 5 section heads. The red box would need a hub and a new 3 section head. I estimate about 300' of 6C/14 for the 2 new 5 sections and from the 3 section down to the terminal block. I estimated new cable from the 5 sections all the way back to the signal cabinet. If you have any questions please let me know.

Thanks

Trent Lauderbaugh  
Bemidji MNDOT Traffic  
218-766-0555

# Request for Council Action

Date: 5-4-2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Fire Chief Jeff Boushee

RE: Station 2 Facility Assessment

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**Background:**

Fire Station #2 was built in 1977. The last remodel was the 1997 for flood damage repair. The building is now in need of complete renovation in the living area and apparatus bay. This renovation would consider building systems, lighting, paint, ceiling, plumbing, kitchen, appliances, gender equality, code compliance and other deficiencies. For capital improvement planning and technical assistance, I am asking for approval to move forward with a facility assessment.

**Budget Impact:**

The cost of a facility assessment is \$10,500.00, which would come from the building maintenance fund.

**Recommendation:**

Approve facility assessment and study to be performed by WSN for \$10,500.00

**Enclosures:** EAPC Proposal  
WSN Proposal

## Jeff Boushee

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**From:** Alan Dostert <Alan.Dostert@eapc.net>  
**Sent:** Wednesday, May 3, 2023 4:51 PM  
**To:** Jeff Boushee  
**Subject:** [EXTERNAL]FW: EGF Fire Station Study/Work Proposal

**WARNING** - this email is originated from outside the City of East Grand Forks email system. Do not click any link and do not open attachments unless you can confirm the sender.

Jeff,

I have revised the proposal to match the scope as I understand it. Please review and I will welcome any questions you may have!

I have reviewed at the requested options/scope of work, and offer the following scope discussion/fee summary:

#### Scope of work

- Review and provide recommendations for “Gender Equity” in the flow and utilization of Station #2
- Review and provide recommendations for relighting/relamping the Apparatus Bay (LED approach)
- Review the entire facility for “fit and finish”, Code/ADA Issues, Civil/Structural, Mechanical/Energy, and Electrical/Technology status/concerns
- Opinion of Costs for the modifications and “fix” efforts
  
- Total Fee  
\$10,500.00

I look forward to further discussions and would welcome any questions!

Regards,

Alan

**Alan D Dostert AIA**  
President/CEO



701.461.7442 | Direct  
701.461.7222 | Main  
701.461.7223 | Fax  
701.261.9589 | Cell

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[www.facebook.com/EAPCAE](https://www.facebook.com/EAPCAE)

## Grand Forks

3535 South 31st Street  
Suite 203  
Grand Forks ND 58201

701.795.1975  
GrandForks@Widseth.com  
Widseth.com

May 2, 2023

Jeff Boushee  
Fire Chief  
East Grand Forks Fire Department  
415 4<sup>th</sup> Street NW  
East Grand Forks, MN 56721

Re: Proposal for Design Services  
East Grand Forks, Minnesota

Chief Boushee:

Thank you for the opportunity to assist the East Grand Forks Fire Department in the development of a facility assessment and study for Station No. 2. As a follow-up to our past discussions, Widseth Smith Nolting (WiDSETH) is pleased to submit the following proposal for design services to meet your needs. This proposal, as dated above, is based on the attached General Provisions of Professional Services Agreement and amended to include the following information.

### Article 1. Period of Service

Based on the Scope of Services, this agreement shall be from the date of signature in this Letter Agreement until the completion of the study.

### Article 2. Scope of Services

#### *Project Description:*

The project involves preliminary planning efforts for Station No. 2 to include the following phases:

- Facility Assessment – A facility assessment of the existing building will be completed to document existing deficiencies and long-term maintenance items. Particular attention will be on accessibility, finishes, restrooms, and building systems.
- Study – The study will involve the development of preliminary floor plans to address the following issues along with providing cost opinions and options for completion of the improvements.
  - Gender: The restroom and living areas of the facility do not currently address gender concerns sufficiently. The study will look closely at how improvements can be made with restroom facilities.
  - Renovation: Most of the spaces and systems within the living areas are original or are very dated. The study will look at improvements to the living environment in those areas.

Deliverables shall include the following:

- Facility Assessment
  - Detailed report documenting the deficiencies identified along with cost opinions to address the deficiencies.
- Study
  - Preliminary Floor Plans
  - Cost Opinions

#### *Scope of Services:*

Based on the Project Description outlined above, WIDSETH proposes the following Scope of Services:

- *Architectural* – WiDSETH will design services for completion of the facility assessment and study.
- *Engineering* – WiDSETH will provide engineering services as needed based on the development of the assessment and study.
- *Any service not specifically described herein to be performed, may if mutually agreed to by the Owner and WiDSETH, be performed as an Additional Service, with an increase in WiDSETH's compensation and an adjustment in the contract time.*

**Article 3. Compensation to WiDSETH**

WiDSETH proposes to complete the Scope of Services described above for the lump sum amount of \$10,500.00.

Your signature below and return of this document will indicate your agreement with this Letter Proposal and attachments and shall constitute an Agreement between WiDSETH and the East Grand Forks Fire Department. If this proposal meets your approval, please sign and return a copy of the executed agreement to our office and we will schedule our work accordingly. This proposal is good for forty-five (45) days.

If you have any questions or would like to discuss any items in more detail, please call me directly at (701) 765-8005 to address your concerns.

Thank you for this opportunity to propose and serve as your Architect and Engineers. WiDSETH is eager to contribute our expertise and we look forward to working with you on this exciting project.

Sincerely,  
WiDSETH SMITH NOLTING & ASSOCIATES, INC.



Brent Dammann, AIA  
Vice President

Accepted by: East Grand Forks Fire Department

-----  
(Signature) (Title) (Date)

Attch: General Provisions of Professional Services Agreement

# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

# WIDSETH

ARCHITECTS ■ ENGINEERS  
SCIENTISTS ■ SURVEYORS

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

## ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

#### **ARTICLE 14. BETTERMENT**

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE 17. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

#### **ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### **ARTICLE 25. PRE-LIEN NOTICE**

**PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

# Request for Council Action

Date: May 9, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Reid Huttunen, Parks & Recreation

RE: Senior Citizens Center Rooftop replacement project

**Background:**

The 2023 Building Maintenance Fund budget includes funds to install new rooftop units at the Senior Center. This project has been thoroughly reviewed, and would entail removing two Residential style furnaces and Air Conditioning units with two commercial style Rooftop units. With the change to Rooftop Units, many improvements will be achieved. Most importantly, the new units are designed to bring fresh air return through the building and will be balanced to improve air flow throughout the kitchen and dining spaces.

This project has been bid by Johnson Controls, using the Sourcewell Purchasing agreement, which means the projects are pre-bid to guarantee the lowest price and is sufficient for meeting our Procurement policy.

Johnson Controls, Inc price proposal is \$120,000 for the project. This is a complete package price, including the RTU's, roofing work, Structural improvements to hold the rooftops, mechanical, and electrical.

I have had other local contractors review the building and suggest proposed project options. With the commercial kitchen in place, the Johnson Controls proposal is the best fit and best price proposal for the building. If the building did not operate a commercial kitchen, the total cost of the project could likely be reduced by as much as 35%.

**Budget Impact:**

The Building Maintenance Fund has sufficient funds to cover the proposed cost of \$120,000. The original 2023 budget did include \$97,500 for this project, so the total price of the project has risen \$22,500 since it was priced in summer of 2022.

**Recommendation:**

Approve the proposed project price of \$120,000 from Johnson Controls, Inc.

**Enclosure:**

HVAC Upgrade Proposal provided by Johnson Controls



## HVAC UPGRADE PROPOSAL

**Date:** April 25, 2023

**Name:** East Grand Forks – Senior Citizens Center

**Document Type:** Project Proposal

### East Grand Forks – Senior Citizens Center

**Owner:** EGF – Parks & Recreation

**Address:** 600 Demers Ave  
East Grand Forks, MN 56721

**Phone:** (218) 773-0821

**Website:** [www.egf.mn/209/Senior-Center](http://www.egf.mn/209/Senior-Center)

**Owner Contact:** Reid Huttenen

**Title:** Parks & Recreation Superintendent

**Phone:** (218) 399-3388

**Email:** [rhuttenen@egf.mn](mailto:rhuttenen@egf.mn)

### Johnson Controls Inc

**Name:** Johnson Controls Inc.

**Address:** HVAC Branch Office  
2320 12<sup>th</sup> Street North  
Fargo, ND 58102

**Phone:** (701) 293-1140

**Website:** [www.johnsoncontrols.com](http://www.johnsoncontrols.com)

**Contact:** Jonathan Paul

**Title:** Sr Account Exec – Owner Direct

**Phone:** (701) 630-0548

**Email:** [jonathan.f.paul@jci.com](mailto:jonathan.f.paul@jci.com)

## Current System Overview

Currently there are two (2) residential furnaces that are twinned together to provide heating and cooling for both the kitchen and the main gathering hall. These units have (2) split Air-Cooled Condensing Units (ACCU's) on the roof.

Currently the kitchen ductwork is served by the same two (2) furnaces that serves the main area. The combined ductwork of both the kitchen and the main area was originally designed for much larger equipment than the two (2) furnaces that are currently serving it. That is why there isn't hardly any air velocity coming out of the registers. If you feel them in the kitchen, the airflow is pretty much dead coming out of them.

## Existing Issues

- One of the ACCU's on the roof currently has a bad compressor.
- The existing HVAC System was not designed to feed fresh air into this building.
- The kitchen is always uncomfortably warm.
- The kitchen doesn't have its own space control thermostat.
- The kitchen doesn't have any makeup air coming in when the exhaust hood is running.

## Design Considerations

When looking at upgrading systems in public building we work on a plan that will meet current ASHRAE codes, taking into consideration the max capacity of people in the space. Since, occasionally the Senior Center is used for large group gatherings we want a system that will accommodate the proper amount of fresh air. These needs must be weighed carefully against the costs associated with more commercial HVAC systems. However, introducing fresh air is always of high importance ever since the pandemic and especially for the senior citizen population that this building is intended for.

A typical commercial kitchen will always have a dedicated exhaust fan and a complimenting make-up air unit. We have seen many times where contractors have tried to tie kitchen ventilation into another unit or install a zone damper system on a common unit with another area. It never works well. Kitchen areas often need to be in cooling mode while adjacent areas are in heating mode. Trying to make all areas comfortable from one common unit is not recommended. Also, in this case, our intention is to bring fresh makeup air in from the economizer of the unit when the exhaust hood is running.

Alternative options do not seem to address the problem as simply. An alternate option could be to have two (2) twinned furnaces installed for the main area and one (1) separate furnace for the kitchen. However, then we would have to add ACCU's on the roof and run refrigerant piping to them. Each furnace would also need an air intake hood installed on the roof for an economizer. This is something that comes installed on a Roof Top Unit. The furnaces would also require an exhaust hood to relieve excess building pressure when economizing (otherwise the building becomes positive and doors blow open). Again, this is part of a standard Roof Top Unit. Then we would have to install electric actuated dampers, and temp sensors and controls to all of the components to tie everything together and make things work.

After carefully considering our options, we recommended a project that would install two (2) new packaged RTU's for this building. This solution addresses the need for fresh air, zone control, economizer (free cooling), & better comfort.

## Proposal

### Overview

We are pleased to submit this proposal to provide Construction Services for the East Grand Forks Senior Center – HVAC Upgrades. We appreciate the opportunity to propose this project. If this agreement is acceptable, please sign and return a copy to me.

**\$120,000.00**

**ONE HUNDRED TWENTY THOUSAND, AND 00/100 DOLLARS**

East Grand Forks is entering into this Sole Sourced agreement with Johnson Controls to complete the scopes of work under this proposal as priced per Sourcewell contract #070121-JHN.

### Scopes of Work

**Equipment:** Provide two new Johnson Controls Roof Top Units as specified on the attached submittal.

- RTU-2 Commons Area - 8.5 Ton, Two Staged Cooling, Single Packaged R-410A Air Conditioner, High Efficiency, 12.0 EER, 180 MBH Input Stainless Steel, Two Stage Gas Heat, 208/230-3-60
- RTU- 3 Kitchen Area - 4 Ton, Two Staged Cooling, Single Packaged R-410A Air Conditioner, High Efficiency, 15.0 SEER / 12.2 EER, 80 MBH Input Stainless Steel, Two Stage Gas Heat, 208/230-3-60

**Structural:** Furnish and install the structural improvements required to the structure to support the new RTUs. Professionally Installed welded steel to match the new RTU Curbs. Includes Professionally Engineered Structural Plans.

**Roofing:** Flash the two RTU's using EPDM materials, target patch for four - 3" pipes that are being removed, flash in one electrical line set.

**Mechanical:** Demo & Dispose of two existing furnaces & condensing units. Spot and set new roof curbs, crane & mount the RTU's on the curbs, run proper return ducts, connect gas piping & regulators.

**Electrical:** Install two new electrical circuits for the new RTU units (RTU-1 70 amp & RTU-2 45 amp), interlock RTU-2 with kitchen hood.

**Other:** JCI will complete a factory start up on the two RTU's as well as owner's instructions during start up. This proposal includes a one-year parts and labor warranty on the installation.

**This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.**

**This proposal is valid until: May 25, 2023**

City of East Grand Forks

Johnson Controls, Inc.

**Name:** \_\_\_\_\_

**Name:** Jonathan Paul

**Title:** \_\_\_\_\_

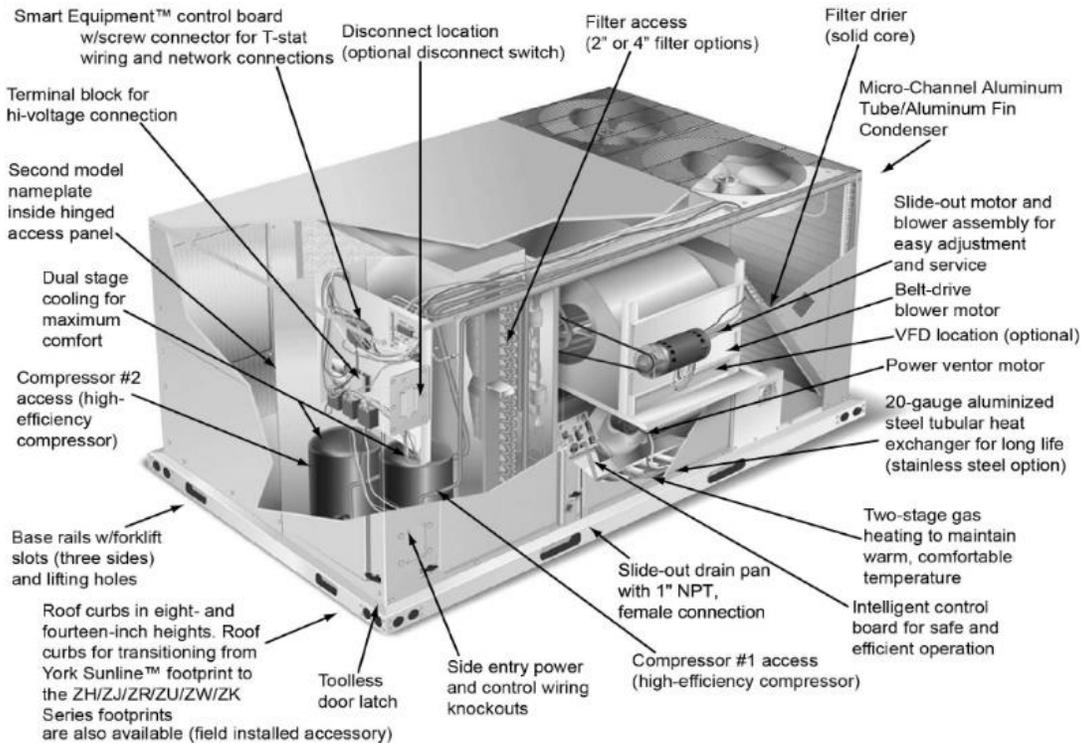
**Title:** Senior Account Executive

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Sign:** \_\_\_\_\_

**Sign:** \_\_\_\_\_



### Project Management:

This project will be managed by JCI’s Prime Retrofit Team. Project Management and Site Supervision will be provided throughout this project. A Project Kick Off and Project Turn Over meeting will happen at the beginning and the end of this project. Construction meetings will be coordinated as needed. Project Schedules will be submitted to the owner during the first kick off meeting. Johnson Controls Safety Policies will be adhered to and required by anyone that is on site during this project. All subcontractors will coordinate directly with our Prime Retrofit Team during this project. Owner instructions will be provided by the manufacturers during startup. The Project Management Team will coordinate times and schedules with the owner. All project documentation will be turned over to the owner at the Turnover Meeting and include: O&M Manuals, Shop Drawings, and Test Reports.

### This proposal DOES NOT include:

- Labor or materials not specifically included in the work proposed above.
- Temporary ventilation, heating, or cooling during the execution of this project. Weather will be considered when scheduling the completion of this work and discussed with the owner.
- Work to be completed during normal business hours. Overtime work caused by unforeseen circumstances beyond the control of Johnson Controls, such as or scheduling changes by the customer. The cost difference between the overtime work wages and normal time work wages will be the responsibility of the customer.
- Repair or replacement of defective existing mechanical, electrical or controls equipment, except the equipment described in the project description. If found Johnson Controls will identify the location of defective equipment and notify the owners representative. Any additions or subtractions to the scope of work as listed above will be completed



## **Prime Retrofit Team Simplified Procurement of HVAC Equipment, Products, and Services**

on a time and material basis. The finding and repair of any non-code compliant electrical wiring concealed throughout the areas of construction will be completed on a time and material basis.

See attached Terms and Conditions for more details.

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standard Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US or Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In

the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise) shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incidental to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue

services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

#### (15) MISCELLANEOUS

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.



## Prime Retrofit Team Simplified Procurement of HVAC Equipment, Products, and Services

(h) **ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation

# Request for Council Action

Date: 5/5/23

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Administration Office

RE: Request for Direction on Special Assessments on US Postal Service Property

In 2015 a street improvement project was completed and the US Postal Service property received end benefit from that project. The specials were added to the property tax statement in 2016 and the project was assessed over seven years. The Administration Office was notified last week that payments had been received for a first few years but quit as of 2019 and Polk County received notification from the attorney for the Postal Service stating that they were not required to pay special assessments unless directed by Congress.

The initial special assessment amount for the Post Office was \$412.42 which made the annual payment \$69.98 over seven years. Three years of principal and interest that was collected totaled \$209.94. Four years of payments from 2019-2022 of principal and interest totaled \$279.92.

Staff is looking for direction from the Council and if the remaining about should deemed uncollectable.