

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, MAY 16, 2023 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

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

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Council Meeting” for the East Grand Forks, Minnesota City Council of May 2, 2023.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of May 9, 2023.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

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

3. Consider approving the farm lease agreement between the City of East Grand Forks and Russ Halverson for \$110 per tillable acre from April 2023-December 2025.
4. Consider approving the farm lease agreement between the City of East Grand Forks and Michael O’leary, Michael Anderson, and Ryley McMahan for \$110 per tillable acre from April 2023-December 2025.
5. Consider approving the farm lease agreement between the City of East Grand Forks and Michael O’Leary, Michael Anderson, and Ryley McMahan for \$185 per tillable acre for Tract 1 and \$110 per tillable acre for Tract 2 from April 2023-December 2025.

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.

6. Consider approving the Parade Application from the Kem Shriners for the Potato Bowl Parade on Saturday, September 9, 2023 from 10am to 1pm requiring the closure of the Sorlie Bridge and is contingent upon Minnesota Department of Transportation approval.
7. Consider approving the Temporary Liquor License Application for the American Legion to host a Summer Bash in their parking lot on Thursday, June 1st until 10pm.
8. Consider adopting Resolution No. 23-05-35 deeming the remaining special assessments totaling \$279.95 on Parcel 83.00942.00 located at 306 3rd ST NW as irrecoverable.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, AND COMMISSIONS:

9. Regular meeting minutes of the Water, Light, Power, and Building Commission for April 19, 2023.

COMMUNICATIONS:

10. Situation Update – The river is below 28 feet and the local emergency has ended.
11. The Police Week Memorial Service will be held on Thursday, May 18th starting at 2pm at Optimist Park located at 4601 Cherry Street in Grand Forks.

OLD BUSINESS: NONE

NEW BUSINESS:

12. Consider approving the On-sale Weekday and On-sale Sunday Liquor License renewals for the following applicants:
 - a. Valley Golf located at 2407 River Road NW East Grand Forks, MN 56721.
 - b. Casa Mexico Restaurant located at 112 14th St NE East Grand Forks, MN 56721.
 - c. Up North Pizza Pub located at 314 4th St NW East Grand Forks, MN 56721.
 - d. Mike's Pizza & Pub located at 411 2nd St NW East Grand Forks, MN 56721.
 - e. Eagles Club 350 located at 227 10th St NW East Grand Forks, MN 56721.
 - f. Boardwalk Bar & Grill located at 415 2nd St NW Suite 2 East Grand Forks, MN 56721.
 - g. VFW Post 3817 located at 312 Demers Ave East Grand Forks, MN 56721.
 - h. American Legion Post 157 located at 1009 Central Ave NW East Grand Forks, MN 56721.
13. Consider approving the combination license for both on and off sale for Bernie's Restaurant located at 121 Demers Ave East Grand Forks, MN 56721.
14. Consider approving the Off-sale Intoxicating Liquor License renewal for Pop's Liquor located at 122 4th St NE East Grand Forks, MN 56721.

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.

15. Consider approving the request to complete a facility assessment of Fire Station No. 2 to be completed by Widseth for a total of \$10,500.
16. Consider awarding the annual sewer cleaning and televising project to Pipe Detectives Inc for a total of \$92,727.90.
17. Consider approving the awarding the job of patching and seal coat of the VFW Memorial Arena and trailhead parking area to RJ Zavoral and Sons for a total of \$22,905.00.
18. Consider approving the purchase of materials for the Blue Line Club Arena improvements from Becker Arena Products for a total of \$35,763.81.
19. Consider approving the installation of a left turn signal at the intersection of 3rd Ave SE and 1st St SE by the Strata Corporation for a total of \$14,000 which would be funded by the State Aid Maintenance fund.
20. Consider approving one of the three options for the federal subtarget project.
21. Consider adopting Resolution No. 23-05-36 appointing Terry Knudson, HR Generalist, as the City's designated representative and be the point of contact for grievances and other human resource issues.

CLAIMS:

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

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meeting

- 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
- Council Meeting – Tuesday, June 20, 2023 – Council Chambers – 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.

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, MAY 2, 2023 – 5:00 PM**

CALL TO ORDER:

The Council Meeting of the East Grand Forks City Council for Tuesday, May 2, 2023 was called to order by Council President Olstad at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Staff Present: Karla Anderson, Finance Director; Jeff Boushee, Fire Chief; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Charlotte Helgeson, Library Director; Reid Huttunen, Parks and Recreation Superintendent; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF QUORUM:

The Council President Determined a Quorum was present.

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

President Olstad stated the open form was an opportunity for members of the public to address the City Council on items not on the current agenda and items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate. He asked if anyone would like to address the City Council, please come up to the podium to do so. No one came forward.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Council Meeting” for the East Grand Forks, Minnesota City Council of April 18, 2023.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of April 25, 2023.

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

Voting Aye: Riopelle, Helms, Olstad, Larson, Peterson, Vetter, and Pokrzywinski.

Voting Nay: None.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA: NONE

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

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, AND COMMISSIONS:

3. Regular meeting minutes of the Water, Light, Power, and Building Commission for April 10, 2023.
4. Regular meeting minutes of the Parks and Recreation Commission for January 18, 2023.
5. City Financial Statements as of March 31, 2023.

COMMUNICATIONS:

6. Situation Update – The river has crested and is starting to recede. Staff will continue to monitor the situation. As flood waters get closer to being back within the river banks, areas will need to be cleaned before they are opened back up to traffic and pedestrians. As things open back up updates will be posted on the city’s newsflash and flood page - www.eastgrandforks.us/320/Flood-Information.

OLD BUSINESS: NONE

NEW BUSINESS:

7. Consider adopting Resolution No. 23-05-32 approving the hiring of Alec Hesse as a Police Officer at a salary of \$27.90 per hour.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER HELMS, TO ADOPT RESOLUTION NO. 23-05-32 APPROVING THE HIRING OF ALEC HESSE AS A POLICE OFFICER AT A SALARY OF \$27.90 PER HOUR.

Voting Aye: Riopelle, Helms, Olstad, Larson, Peterson, Vetter, and Pokrzywinski.

Voting Nay: None.

8. Consider approving the On-sale Weekday and On-sale Sunday Liquor License Renewal for the Blue Moose located at 507 2nd St NW East Grand Forks, MN 56721.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE THE ON-SALE WEEKDAY AND ON-SALE SUNDAY LIQUOR LICENSE RENEWAL FOR THE BLUE MOOSE LOCATED AT 507 2ND ST NW EAST GRAND FORKS, MN 56721.

Voting Aye: Riopelle, Helms, Olstad, Larson, Peterson, Vetter, and Pokrzywinski.

Voting Nay: None.

9. Consider approving the Off-sale Non-intoxicating Malt Liquor License Applicant Renewals:

- a. Orton’s Point Cenex located at 504 Rhinehart Dr SE East Grand Forks, MN 56721.
- b. Northdale Oil Inc located at 607 Gateway Dr NE East Grand Forks, MN 56721.

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE THE OFF-SALE NON-INTOXICATING MALT LIQUOR LICENSE APPLICANT RENEWALS.

Voting Aye: Riopelle, Helms, Olstad, Larson, Peterson, Vetter, and Pokrzywinski.

Voting Nay: None.

10. Consider adopting Resolution No. 23-05-33 approving the plans and specifications and ordering advertisement for bids for the 2023 City Project No. 2 LaFave Park Improvements.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT RESOLUTION NO. 23-05-33 APPROVING THE PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE 2023 CITY PROJECT NO. 2 LAFAVE PARK IMPROVEMENTS.

Voting Aye: Riopelle, Helms, Olstad, Larson, Peterson, Vetter, and Pokrzywinski.

Voting Nay: None.

11. Consider approving the Outdoor Rink Project with the City funding \$100,000 of the project utilizing Building Maintenance funds and Altru Partnership Funds and the remainder of the project be covered by the Blue Line Club.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE THE OUTDOOR RINK PROJECT WITH THE CITY FUNDING \$100,000 OF THE PROJECT UTILIZING BUILDING MAINTENANCE FUNDS AND ALTRU PARTNERSHIP FUNDS AND THE REMAINDER OF THE PROJECT BE COVERED BY THE BLUE LINE CLUB.

Council member Helms said they should not be using the building maintenance fund for this project. He stated there were needs at City Hall, the Library had a roof leak, the Senior Center needed repairs, there were issues with the VFW Arena roof, so this was not the time or place to spend the building maintenance funds because there were other priorities. He added he would be voting no on this item. Mayor Gander asked if there were any projects waiting due to lack of funds. Ms. Anderson said none were waiting and the City Hall roof was scheduled for 2024. She added that there was \$20,000 still available in the building maintenance fund for roof repairs, but they were based on the recommendation from the roof inspections. Discussion followed about how there was maintenance scheduled, projects were planned, but it was difficult because of estimate changes. Mr. Huttunen told the Council the VFW Arena lobby roof was not included in the current list of projects and said the issue was due to the snow load. He added they were

still working on the plan to fix it, insurance would replace it as it was, but this was not currently included in the list of projects.

Voting Aye: Riopelle, Olstad, Larson, Peterson, Vetter, and Pokrzywinski.

Voting Nay: Helms.

12. Consider approving the Parade Application from the Kem Shriners for a parade on Saturday, June 3, 2023 starting at 11am requiring the closure of the Sorlie Bridge and is contingent upon Minnesota Department of Transportation approval.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER HELMS, TO APPROVE THE PARADE APPLICATION FROM THE KEM SHRINERS FOR A PARADE ON SATURDAY, JUNE 3, 2023 STARTING AT 11AM REQUIRING THE CLOSURE OF THE SORLIE BRIDGE AND IS CONTINGENT UPON MINNESOTA DEPARTMENT OF TRANSPORTATION APPROVAL.

Voting Aye: Riopelle, Helms, Olstad, Larson, Peterson, Vetter, and Pokrzywinski.

Voting Nay: None.

13. Consider approving the purchase of a chassis from Allstate Peterbilt for \$216,634.00, a Heil packer from Macqueen for \$223,456.42, and an auto greaser from Whitmore for \$12,069.70 with the addition of some tax on the chassis for a total of approximately \$465,158.16 for a refuse truck.

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE THE PURCHASE OF A CHASSIS FROM ALLSTATE PETERBILT FOR \$216,634.00, A HEIL PACKER FROM MACQUEEN FOR \$223,456.42, AND AN AUTO GREASER FROM WHITMORE FOR \$12,069.70 WITH THE ADDITION OF SOME TAX ON THE CHASSIS FOR A TOTAL OF APPROXIMATELY \$465,158.16 FOR A REFUSE TRUCK.

Mr. Stordahl told the Council all of the prices were from Sourcewell and were national contracts, so they were the best prices. He explained they used prices from the previous year with added inflation to plan for future years putting the estimate at \$350,000, but prices had increased 40%, and they were expected to increase in the coming weeks. He added the different items would be assembled by Macqueen. Council member Vetter asked if they could keep the old chassis. Mr. Stordahl said it would not be cost effective, it was not worth anything, they were not able to trade it in, but they may try to repurpose it. Discussion followed about how it was 10 years old, the proposed increase would add another \$25,000 to the cost, the truck was used six days a week, and was worth replacing. Mr. Stordahl added that the garbage contract would be up in the year and if the City wanted to take on residential garbage pickup the truck would have the capability to do so.

Voting Aye: Riopelle, Helms, Olstad, Larson, Peterson, Vetter, and Pokrzywinski.

Voting Nay: None.

CLAIMS:

14. Consider adopting Resolution No. 23-05-34 authorizing the City of East Grand Forks to approve purchases from Border States Trophy the goods referenced in check number 40437 for a total of \$69.00 whereas Council Member Riopelle is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER VETTER, TO ADOPT RESOLUTION NO. 23-05-34 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM BORDER STATES TROPHY THE GOODS REFERENCED IN CHECK NUMBER 40437 FOR A TOTAL OF \$69.00 WHEREAS COUNCIL MEMBER RIOPELLE IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Helms, Olstad, Larson, Peterson, Vetter, and Pokrzywinski.
Voting Nay: None.
Abstain: Riopelle.

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

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

Voting Aye: Riopelle, Helms, Olstad, Larson, Peterson, Vetter, and Pokrzywinski.
Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Gander thanked everyone that helped with or was a part of the State of the City event, he congratulated Northland Community and Technical College on 50 years of being in the community, and the City would be looking for good bids for the LaFave Park improvement project.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE MAY 2, 2023 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:19 P.M.

Voting Aye: Riopelle, Helms, Olstad, Larson, Peterson, Vetter, and Pokrzywinski.
Voting Nay: None.

Megan Nelson, City Clerk

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

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for Tuesday, May 9, 2023 was called to order by Council President Olstad at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Staff Present: Karla Anderson, Finance Director; Jeff Boushee, Fire Chief; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Reid Huttunen, Parks and Recreation Superintendent; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

1. Discussion on Pedal Pub Proposal – Justin LaRocque & Tyler Piper

Mr. Tyler Piper told the Council they had worked with the North Dakota Department of Transportation and the Downtown Development Association to have changes made so the Pedal Pub bike was able to be used in North Dakota. He explained it was a multi-passenger bike that was driven by a pilot who would be an employee, there were 16 seats on bike, it was similar to a party bus, and the goal was to be able to take it around downtown East Grand Forks and Grand Forks to help increase tourism and partner with local businesses. Ms. Nelson stated that the Minnesota Department of Transportation (MNDOT) said a permit was not needed for this and they would need to follow the rules of the road. Discussion followed about how an ordinance would need to be passed to regulate the use, it would be similar to the Minneapolis ordinance, it should include where this bike would be allowed or not allowed, and it was asked where the bike would be stored.

Council member Helms said he was concerned about open containers and if this would be in violation of the law. Mr. Galstad stated that would not be violated because of how it was categorized and because they would have a sober operator. He added if the operator was drinking, then they would be in violation. Council member Helms said he would like to see this but wanted to make sure the ordinance included a way to end this if there were issues. Discussion followed about how the ordinance would have violations listed, if there were many violations the license could be revoked, how Pedal Pub would complete an annual inspection, currently the proposed hours of operation were 10am to 10pm, and these bikes go slower than expected. More discussion followed about how there would not be much variation to the route that was proposed, this use could be limited to the commercial area in case of construction blocking part of the route, there was no intention of taking these bikes onto the greenway system, and it would take time to draft an ordinance so the first reading may not be until June 6th.

This item will be brought back to a future meeting.

2. Review of Bid Results for the Federal Subtarget Project – Steve Emery

Mr. Emery informed the Council bids were opened on May 4th, only one was received, and it was 24% higher than the engineering estimate. He stated how some contractors were busy which was why they did not submit a bid, there were three proposals for the three different areas, if all were awarded it would be approximately \$1,999,832. He reminded the Council of the funding sources, how \$860,000 were federal funds, \$241,142 would be assessed, and the rest was coming from the State Aid Construction fund. He reviewed the upcoming projects that would be paid for by the construction fund and how there were funds available for the additional costs. He reviewed the different options of rejecting and rebidding the project, awarding a combination of the proposals, or approving the project as bid. He added that they would not be able to award the bid until the Office of Civil Rights gave approval. Discussion followed about the timeline if the project was rejected, clarification was needed about how long the federal funding was available, and how the intersection south of Highway 2 would need to be completed by September 15th.

Council member Larson asked Mr. Emery if he thought they could get better numbers if they rebid the project. Mr. Emery said his best guess was they could save around 10%. Discussion followed about how to proceed, more information would be brought to the next meeting, and how the City was not able to negotiate when there was only one bidder for a project. Mr. Emery said he would reach out and have definitive answers at the next meeting.

This item will be referred to a City Council Meeting for action.

3. Discussion on Left Turn Signal at 3rd Ave SE & 1st St SE – Steve Emery

Mr. Emery said he was asked by Mayor Gander what it would take to add a left turn signal at the stoplights by the Point Bridge. He explained he had reached out to MNDOT and the Water and Light Department to see if it was possible and what would be needed. He said it could be added with the current system, two quotes were received with the lowest being \$14,000, the lights were already 25 years old, and they usually were replaced around 30 years, but it could be longer. He asked if there were questions and if there was interest in moving forward with this. Council President Olstad said the turn signal would be welcomed. Mr. Emery stated the funding would come from the State Aid Maintenance fund. Council member Pokrzywinski said it would be supported and could create a gap in traffic allowing people to turn left onto Bygland Road. Council member Larson asked if it would create any traffic issues for south bound traffic between the lights and the railroad tracks. Mr. Emery said no and again they would be able to utilize the current infrastructure.

This item will be referred to a City Council Meeting for action.

4. Consider Request for Station 2 Facility Assessment – Jeff Boushee

Chief Boushee told the Council this would be the first step towards a renovation of Station 2 which was built in 1977, some work was done after the 1997 flood, but systems needed to be updated and some of the work included addressing gender equality. He stated he would like a plan for capital improvements and would like outside help. Council member Vetter said he toured the station, was concerned about the \$10,000, and was not sure that an assessment was needed. He suggested asking contractors questions to help with the process. He added things could change with a south end bridge and they could use the funds

on a new building. He stated Chief Boushee did say Station 2 could work for another 20 to 30 years but if the City continued to grow south, another station would be needed in the future, and he would rather spend the funds on a project. Chief Boushee said he agreed to a point, he was surprised at the cost estimates for the assessment but did not want to miss anything when preparing for the renovation which was why he was requesting outside assistance. Council member Larson said the scope of the work may require an architect and to make sure they were meeting all codes an assessment would need to be done at some point.

This item will be referred to a City Council Meeting for action.

5. Consider Senior Citizen Center Rooftop Unit Replacement – Reid Huttunen

Mr. Huttunen said this project had been pushed back a couple times, it had been reviewed, and the costs had continued to rise because \$97,500 had been budgeted but the cost estimate was \$120,000. He explained they worked through some of the contractor suggestions and this proposal was the best to move forward with because of the commercial kitchen in the Senior Center. He said there was enough in the building maintenance fund to cover the additional expense but there were also ARPA dollars still available that could be used for this project and the building maintenance funds could be used for something else. Discussion followed about how Lutheran Social Services (LSS) made meals in the kitchen, the City was responsible for the facility, and LSS was responsible for the kitchen equipment. Mr. Huttunen told the Council others receive 10 cents per meal back to help with utilities but at this time the City had not requested to reopen the agreement. He added they had served 17,000 meals in the previous year.

Council member Vetter asked if the costs would be recouped if the building was sold. Discussion followed about whether any repairs would be required and how they would like to wait for a recommendation from the finance committee before moving forward with this project. Council member Peterson asked who was pushing this project. Mr. Huttunen said it was the City, how there were two residential units for air conditioning, and one needed to be repaired which was why this came forward, the kitchen was about 85 degrees in the summer months, and he wanted to make sure the project was done right.

This item will be brought back to a future meeting.

6. Request for Direction on Special Assessments – Megan Nelson

Ms. Nelson informed the Council she had been notified by the County the US Postal Service had not paid special assessments since 2019, they had paid the first few years, but then quit paying. She said the County was contacted by the attorney for the US Postal Service stating they were not required to pay specials unless it was approved by Congress so the next step would be to draft a resolution stating the debt was uncollectable which would be at the next meeting. Council member Pokrzywinski asked if the City would have to pay back the amount that had been paid. Ms. Nelson said they had not requested at this time. Council member Pokrzywinski suggested writing this off.

This item will referred to a City Council Meeting for action.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE MAY 9, 2023 WORK SESSION OF THE EAST

GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:55 P.M.

Voting Aye: Helms, Olstad, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Megan Nelson, City Clerk

Request for Council Action

Date: 05/12/23

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: Renewal of Farmland Lease Agreements

The process of renewing the farmland lease agreements had started before Mr. Murphy had vacated his position. Both renters have rented from the City for several years, they have been responsible renters, and the proposed lease agreements would be for three years ending in 2025.

Both renters, Russ Halverson and MRM Farms, have reviewed the agreements and agree to the terms.

Recommendation:

Approve the farmland lease agreements as proposed.

FARM LEASE AGREEMENT - CASH RENT

This Farm Lease Agreement is being made and entered into this ____ day of April, 2023, by and between the **City of East Grand Forks**, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, (hereinafter referred to as "Landlord"); and **Russ Halverson**, 18408 430th Ave SW East Grand Forks, , Minnesota 56721 (hereinafter referred to as "Tenant").

WITNESSETH:

1. Property Description: Landlord, in consideration of the rents and covenants hereinafter mentioned, does hereby lease to Tenant, to occupy and use for agricultural and related purposes, property located in the Townships of Rhinehart and Huntsville, County of Polk, State of Minnesota, legally described as follows:

Government Lot Seven (7), Section Twelve (12), Township One Hundred Fifty-one (151) North, Range Fifty (50) West of the Fifth Principal Meridian,

AND

That part of Government Lot One (1) and Government Lot Two (2) of Section Seven (7), Township One Hundred Fifty-one (151) North, Range Forty-nine (49) West of the Fifth Principal Meridian, lying south of the Burlington Northern Railway, described as follows:

Beginning at the northwest corner of Section 7, the same being the northwest corner of Government Lot 1; thence east along the section line between Section 6 and Section 7 to a point 72.2 feet west of the intersection of said section line with the southerly boundary of the right-of-way of said Burlington Northern Railway; thence south along the west boundary of the tract conveyed by Warranty Deed recorded on June 24, 1970 in Book 391 of Deeds on page 271 in the office of the Register of Deeds in and for Polk County, Minnesota, a distance of 124.2 feet; thence deflecting 64 degrees 41 minutes left and

Southeasterly along the southerly line of said tract a distance of 540.0 feet to the west side of a private roadway; thence deflecting 64 degrees 41 minutes right and south along the west side of said roadway to the south line of said Government Lot 1, and continuing on the same tangent line in Government Lot 2 to the north bank of the Red Lake River , or a total distance of 1572 feet, more or less; thence southwesterly along the north bank of said Red Lake River to the west line of said Section 7; thence north along said section line for 2724 feet, more or less, to the northwest corner of Section 7, containing 42.80 acres, more or less, such property being transferred to the Grantors in that certain warranty deed dated April 6, 1973 and recorded by the Polk County Recorder on April 24, 1973 in Book 408 of Deeds on page 455 as Document No. 399969,

AND

That part of Government Lots 1, 2, 6 and 7 of Section 7, Township 151 North, Range 49 West of the Fifth Principal Meridian, described as follows:

Commencing at an iron monument marking the northwest corner of Section 7; thence East along the section line between Sections 6 and 7 a distance of 660.4 feet to the center line of the Burlington Northern Railway, formerly Great Northern Railway; thence deflecting 26 degrees 40 minutes right and southeasterly along said center line a distance of 392.5 feet; thence deflecting 64 degrees 41 minutes right and southerly a distance of 1050.95 feet to a point perpendicularly distance 950.0 feet southwest from the center line of said Burlington Northern Railway track, which point is the point of beginning of the premises conveyed herein; deflecting thence 64 degrees 41 minutes left and Southeasterly parallel with said Railway and 950 feet distance from the center line thereof a distance of 2921 feet, more or less, to the north bank of the Red Lake River; thence Westerly along the north bank of said Red Lake River to a point in Government Lot 2, said point being the south terminus of the east boundary line of the tract of land conveyed by Warranty Deed recorded on April 24, 1973 , in the office of the Register of Deeds in and for Polk County, Minnesota, in Book 408 of Deeds on page 453; thence North along the east line of the aforesaid tract a distance of 658 feet, more or less, to a point 50 feet west of the point of beginning; thence deflecting 90 degrees 00 minutes right and East 50 feet to the point of beginning ; containing 36 acres, more or less, such property being transferred to the Grantors in that certain warranty deed dated April 2, 1975 and recorded by the Polk County Recorder on April 22, 1975 as Document No. 410610,

AND

All that part of Lots One (1), Two (2), Six (6) and Seven (7), and that part of the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), Section Seven (7), Township One Hundred Fifty-one (151) North, Range Forty-nine (49) West of the Fifth Principal Meridian, lying Southwesterly and adjacent to and 600.0 feet

perpendicularly distance from the Railroad Right-Of-Way Line which is located Southwesterly and 350.0 feet perpendicularly distance from the centerline of the Railroad, such property being transferred to the Grantors in that certain warranty deed dated April 12, 1983 and recorded by the Polk County Recorder on April 22, 1983 as Document No. 455784,

AND

All that part of Government Lot One (1), Section Seven (7), Township One Hundred Fifty-one North, Range Forty-nine (49) West, of the Fifth Principal Meridian, Polk County, Minnesota, described as follows:

Commencing on the center line of the railway of the Great Northern Railway Company, as now located and constructed, at a point 392.5 feet distance Southeasterly measured along said center line, from the North line of said Section 7; thence south at an angle of 64 degrees 41 minutes with said center line along the East side of a private road for a distance of 387.19 feet to a point perpendicularly distant 350 feet southerly from said center line, the beginning of this description; thence Southeasterly at an angle of 64 degrees 41 minutes parallel with said center line and 350 feet distant therefrom for a distance of 241.3 feet; thence at right angles Southwesterly for distance of 100 feet; thence at right angles Northwesterly for a distance of 194 feet to the easterly side of said private road; thence North for a distance of 110.63 feet to the point of beginning, containing one-half ($\frac{1}{2}$) acre, such property being transferred to the Grantors in that certain warranty deed dated October 31, 1972 and recorded by the Polk County Recorder on November 29, 1972 in Book 405 of Deeds on page 589 as Document No. 397940,

AND

That part of Government Lot Nine (9), Section Seven (7), Township One Hundred Fifty-one (151) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Polk County, Minnesota, lying south of the Great Northern Railroad and described as follows:

Commencing at a point of the north bank of the Red Lake River, said point being distance 1125 feet due West from the section line between Sections 7 and 8 of said Township and Range; thence Northerly parallel to and 1125 feet west from said Section line a distance of 780 feet, more or less, to an iron monument on the southerly boundary line of the Great Northern Railway right-of-way; thence Northwesterly along said south boundary of right-off-way to the west line of said Government Lot 9; thence Southerly along said west line of Government Lot 9 a distance of 969 feet, more or less, to the north bank of said Red Lake River; thence Southeasterly along said north bank of said river to the point of commencement, containing 4.00 acres, more or less, such property being transferred to the Grantors in that certain warranty deed dated June 13,

1974 and recorded by the Polk County Recorder on July 12, 1974 in Book 417 of Deeds on page 327 as Document No. 466615,

AND

That part of Government Lot Seven (7) lying South of the Burlington Northern Right of Way in Section Six (6), Township One Hundred Fifty One (151) Range Forty Nine (49), such property being transferred to the Grantors in that certain state deed dated September 16, 1994 and recorded by the Polk County Recorder on September 26, 1994 in Book 542 of Deeds on page 313 as Document No. 532849,

Parcel Numbers: **40.00029.00**, **40.00036.00**, **40.00039.00**, and **83.00026.00**,

2. Lease Term: This Farm Lease Agreement shall be in effect for the crop year of 2023, 2024, and 2025, such term defined as commencing April 1, 2023, and terminating December 31, 2025.
3. Rent: Tenant agrees to pay to Landlord the sum of **\$110.00** per tillable acres, as cash rent over the term of this Farm Lease Agreement. After Tenant seeds the property, Tenant shall report to Landlord the number of acres seeded and the parties shall then calculate the amount of the annual farm lease payment based upon the previously stated rate per tillable acre. The annual farm lease payment shall then be due and payable in full immediately at City Hall, East Grand Forks, Minnesota, upon the execution of this lease by Tenant. If Tenant fails to make the above-referenced payment or to perform any other part of this Farm Lease Agreement, Landlord may re-take possession of the property and terminate this lease.
4. Sublease: Tenant shall not assign any portion of this Farm Lease Agreement or sublease any portion of the property during the term of this Farm Lease Agreement without the express written permission of Landlord.
5. Future Rental Terms: The parties hereto agree that at the conclusion of the term of this Farm Lease Agreement Landlord and Tenant shall enter into good faith negotiations, the object of such negotiations being the execution of a Farm Lease Agreement for crop year 2010, should the subject property be available for farming.
6. Good Husbandry: Tenant agrees to plant grain on the property and will farm the property in an efficient and husband like manner so as to conserve Landlord's property, and will quietly yield and surrender the above-described property to Landlord

in as good condition and repair as when first taken, reasonable wear and tear and damage by the elements alone excepted.

7. Noxious Weeds: Tenant will use diligence to prevent noxious weeds from going to seed on the property at Tenant's expense.
8. Fall Plowing: Tenant does hereby agree at the expiration of this lease to return the land with the same number of acres fall tilled as were present at the inception of this lease.
9. Agency: It is hereby specifically agreed that Tenant is not the agent of Landlord, and Tenant agrees to make no purchases or incur any obligations for the account of Landlord without Landlord's consent in writing.
10. Removal of Clay: Tenant hereby acknowledges that Landlord may be removing clay from a portion of the subject property for the construction of a flood control levee prior to harvest, and that in that event the only damages Tenant shall be entitled to claim and receive shall be Tenant's out-of-pocket costs for land preparation including cultivation and fertilizer, seeding, and a refund of the lease payment all on a pro-rata computation based upon the acreage so affected.
11. Liability: Tenant hereby agrees to and hereby does indemnify and hold Landlord free and harmless from any claims, loss, damage or expense that arise out of or are claimed to arise out of Tenant's use and occupation of the property.
12. Entire Agreement: This Farm Lease Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Farm Lease Agreement or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Farm Lease Agreement to be effective the day and year first above written.

LANDLORD: City of East Grand Forks

By: _____
Steven Gander
Its Mayor

By: _____
Megan Nelson,
Its Interim City Administrator

TENANT: Russ Halverson

Russ Halverson

FARM LEASE AGREEMENT - CASH RENT

This Farm Lease Agreement is being made and entered into this _____ day of April, 2023, by and between the **City of East Grand Forks**, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, (hereinafter referred to as "Landlord"); and **Michael O’leary, Michael Anderson and Ryley McMahon** 40580 170th Street SW, East Grand Forks, Minnesota 56721 (hereinafter referred to as "Tenant").

WITNESSETH:

1. Property Description: Landlord, in consideration of the rents and covenants hereinafter mentioned, does hereby lease to Tenant, to occupy and use for agricultural and related purposes, property located in Rhinehart Township, County of Polk, State of Minnesota (Property), legally described as follows:

That part of Southwest Quarter of the Northwest Quarter, Northwest Quarter of the Southwest Quarter and Government Lot 2 of Section 13, Government Lot 2, Government Lot 3 and Government Lot 4 of Section 14, Township 151 North, Range 50 West of the 5th Principal Meridian, Polk County, Minnesota described as follows:

Commencing at the northeast corner of said Southwest Quarter of the Northwest Quarter; thence westerly along the north line of said Southwest Quarter of the Northwest Quarter having a grid bearing of South 86 degrees 38 minutes 47 seconds West a distance of 539.63 feet to the point of beginning; thence South 03 degrees 58 minutes 27 seconds East a distance of 33.00 feet; thence South 86 degrees 38 minutes 47 seconds West parallel with said north line a distance of 146.99 feet; thence South 76 degrees 55 minutes 48 seconds East a distance of 153.73 feet; thence South 03 degrees 58 minutes 27 seconds East a distance of 1616.03 feet; thence South 03 degrees 24 minutes 57 seconds East a distance of 1339.63 feet; thence South 38 degrees 19 minutes 17 seconds East a distance of 254.65 feet; thence South 67 degrees 09 minutes 05 seconds West a distance of 970 feet more or less to the easterly

bank of the Red River of the North; thence northwesterly, northerly and northeasterly in varying directions along said easterly bank a distance of 4735 feet more or less to said north line of the Southwest Quarter of the Northwest Quarter; thence North 86 degrees 38minutes 47 seconds East along said north line a distance of 740 feet more or less to the point of beginning. Containing 114.63 acres more or less.

All bearings and distances are grid based on the North Dakota State Plane Coordinate System - North Zone of 1983 (NAD83).

Part of Parcel Numbers: 59.00040.00, 59.00042.00, 59.00043.00, 59.00061.01 and 59.00061.04.

2. Lease Term: This Farm Lease Agreement shall be in effect for the crop years of 2023 through and including crop year 2025, such term defined as commencing April 1, 2023, and terminating December 31, 2025.
3. Rent: Tenant agrees to pay to Landlord the sum of **\$110.00 per tillable acre** per year. After Tenant seeds the Property, Tenant shall report to Landlord the number of acres seeded and the parties shall then calculate the amount of the annual farm lease payment based upon the hereinbefore stated rate per tillable acre. The annual farm lease payment shall then be due and payable in full immediately at City Hall, East Grand Forks, Minnesota. If Tenant fails to make the above-referenced payment or to perform any other part of this Farm Lease Agreement, Landlord may re-take possession of the Property and terminate this lease.
4. Sublease: Tenant shall not assign any portion of this Farm Lease Agreement or sublease any portion of the Property during the term of this Farm Lease Agreement without the express written permission of Landlord.
5. Good Husbandry: Tenant agrees to farm the Property in an efficient and husband like manner to conserve Landlord's Property and will quietly yield and surrender the above-described Property to Landlord in as good condition and repair as when first taken, reasonable wear and tear and damage by the elements alone excepted.
6. Noxious Weeds: Tenant will use diligence to prevent noxious weeds from going to seed on the Property at Tenant's expense.

7. Fall Plowing: Tenant does hereby agree at the expiration of this lease to return the land with the same number of acres fall tilled as were present at the inception of this lease.
8. Agency: It is hereby specifically agreed that Tenant is not the agent of Landlord, and Tenant agrees to make no purchases or incur any obligations for the account of Landlord without Landlord's consent in writing.
9. Liability: Tenant hereby agrees to and hereby does indemnify and hold Landlord free and harmless from any claims, loss, damage or expense that arise out of or are claimed to arise out of Tenant's use and occupation of the Property.
10. No Guarantees or Warranties by the City: Tenant hereby acknowledges that much of the hereinbefore set forth Property is low lying river bottom land prone to flooding, and that the City neither guarantees nor warrants that the subject Property is suitable for farming or for any other purpose, and that the risk of being unable to plant a crop or harvest a crop or of any other type of loss as a result of the land being inundated with water falls entirely on the Tenant.
11. Cancellation. It is hereby specifically agreed that the Landlord may terminate this lease after any crop year by providing reasonable notice. Reasonable notice is hereby defined as written notice given no later than the end of February if it is determined by the landlord that the land is needed for a public purpose.
12. Entire Agreement: This Farm Lease Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Farm Lease Agreement or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

(O'Leary.farm.lease.agreement.2023)

FARM LEASE AGREEMENT - CASH RENT

This Farm Lease Agreement is being made and entered into this _____ day of April, 2023, by and between the **City of East Grand Forks**, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, (hereinafter referred to as "Landlord"); and **Michael O'leary, Michael Anderson and Ryley McMahon** 40580 170th Street SW, East Grand Forks, Minnesota 56721 (hereinafter referred to as "Tenant").

WITNESSETH:

1. Property Description: Landlord, in consideration of the rents and covenants hereinafter mentioned, does hereby lease to Tenant, to occupy and use for agricultural and related purposes, property located in Rhinehart Township, County of Polk, State of Minnesota (Property), legally described as follows:

Tract "B", described as that part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen (13), Township One Hundred Fifty-one (151) North of Range Fifty (50) West of the Fifth Principal Meridian, and Government Lot Four (4) and part of Government Lot Three (3) in Section Fourteen (14), Township One Hundred Fifty-one (151) North of Range Fifty (50) West of the Fifth Principal Meridian, described as follows: Commencing at an iron pipe monument at the Northeast corner of the said SW $\frac{1}{4}$; thence South 00 degrees 01 minutes 03 seconds East, assumed bearing, along the East line of the said SW $\frac{1}{4}$, a distance of 1119.16 feet to the point of beginning of the tract to be described; thence continuing South 00 degrees 01 minutes 03 seconds East along said East line 1523.31 feet to an iron monument at the Southeast corner of the said SW $\frac{1}{4}$; thence South 89 degrees 41 minutes 24 seconds West, along the South line of the said SW $\frac{1}{4}$ a distance of 2373 feet, more or less, to the Easterly bank of the Red River; thence Northwesterly along said Easterly bank 2170 feet, more or less, to the intersection with a line bearing South 89 degrees 58 minutes 19 seconds West; thence North 89 degrees 58 minutes 19 seconds East along said line 822 feet, more or less, to an iron pipe monument; thence North 12 degrees 37 minutes 39 seconds East 22.87 feet; thence North 69 degrees 23 minutes 40 seconds East 34.80 feet; thence South 80 degrees 36 minutes 01 seconds East 184.57 feet; thence South 01 degrees 23 minutes 04 seconds East 4.31 feet to an iron pipe monument; thence North 89 degrees 58 minutes 19 seconds East 2802.80 feet

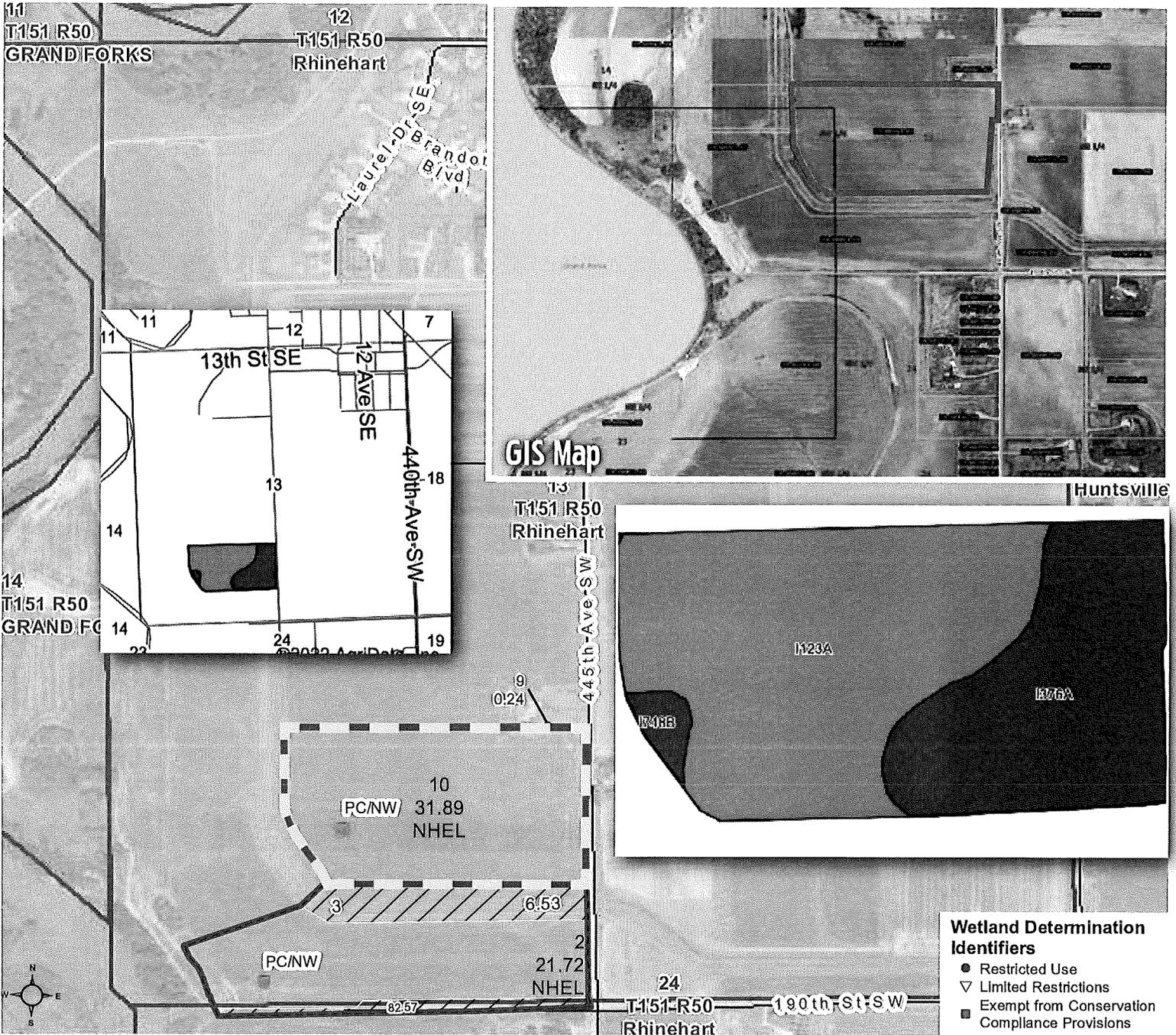
to the point of beginning; **Excepting Therefrom:** Tract "C", described as the part of the SW¼ of Sec. 13, Twp. 151 N., R. 50 W. and part of Govt. Lots 3 and 4 in Sec. 14, Twp. 151 N., R. 50 W., described as follows: Commencing at an iron monument at the Northeast corner of the said SW¼; thence South 00 degrees 01 minutes 03 seconds East, assumed bearing, along the East line of the said SW¼ a distance of 1491.33 feet; thence North 89 degrees 34 minutes 20 seconds West 2599.33 feet to the point of beginning of the tract to be described; thence North 00 degrees 01 minutes 03 seconds West 149.52 feet to an iron pipe monument; thence South 89 degrees 59 minutes 48 seconds West 166.88 feet to an iron pipe monument; thence South 00 degrees 01 minutes 03 second East 261.03 feet to an iron pipe monument; thence North 89 degrees, 59 minutes 48 seconds East 166.88 feet to an iron pipe monument; thence North 00 degrees 01 minutes 03 seconds East 111.51 feet to the point of beginning; All of the above property is **Less and Except** any and all property conveyed to the City of East Grand Forks, Minnesota and subject to any all easements of record.

Parcel No.: 59.00061.01

2. Lease Term: This Farm Lease Agreement shall be in effect for the crop years of 2023 through and including crop year 2025, such term defined as commencing April 1, 2023, and terminating December 31, 2025.
3. Rent: Tenant agrees to pay to Landlord the sum of **\$185.00 per tillable acre in Tract 1 of 32.00 acres per year of \$5,920.00 and \$110.00 per tillable acre per year for Tract 2 on the wet side of the levee of 21.72 tillable acres for a yearly amount of \$2,389.20.** The annual farm lease payment shall then be due and payable in full immediately at City Hall, East Grand Forks, Minnesota. If Tenant fails to make the above-referenced payment or to perform any other part of this Farm Lease Agreement, Landlord may re-take possession of the Property and terminate this lease. **(See Exhibit "A" for tract 1 and tract 2 tillable acres)**
4. Sublease: Tenant shall not assign any portion of this Farm Lease Agreement or sublease any portion of the Property during the term of this Farm Lease Agreement without the express written permission of Landlord.
5. Good Husbandry: Tenant agrees to farm the Property in an efficient and husband like manner to conserve Landlord's Property and will quietly yield and surrender the above-described Property to Landlord in as good condition and repair as when first taken, reasonable wear and tear and damage by the elements alone excepted.

6. Noxious Weeds: Tenant will use diligence to prevent noxious weeds from going to seed on the Property at Tenant's expense.
7. Fall Plowing: Tenant does hereby agree at the expiration of this lease to return the land with the same number of acres fall tilled as were present at the inception of this lease.
8. Agency: It is hereby specifically agreed that Tenant is not the agent of Landlord, and Tenant agrees to make no purchases or incur any obligations for the account of Landlord without Landlord's consent in writing.
9. Liability: Tenant hereby agrees to and hereby does indemnify and hold Landlord free and harmless from any claims, loss, damage or expense that arise out of or are claimed to arise out of Tenant's use and occupation of the Property.
10. No Guarantees or Warranties by the City: Tenant hereby acknowledges that much of the hereinbefore set forth Property is low lying river bottom land prone to flooding, and that the City neither guarantees nor warrants that the subject Property is suitable for farming or for any other purpose, and that the risk of being unable to plant a crop or harvest a crop or of any other type of loss as a result of the land being inundated with water falls entirely on the Tenant.
11. Cancellation. It is hereby specifically agreed that the Landlord may terminate this lease after any crop year by providing reasonable notice. Reasonable notice is hereby defined as written notice given no later than the end of February if it is determined by the landlord that the land is needed for a public purpose.
12. Entire Agreement: This Farm Lease Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Farm Lease Agreement or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

Description: That portion of PID 59.00061.01 lying north of the dike subject to survey section 14-151-50
Total Acres: 34± Subject to survey • **Cropland Acres:** 32± • **PID #:** 59.00061.01 • **Soil Productivity Index:** 90
Soils: Bearden-Colvin silty clay loams (60%), Colvin silty clay loam (37%), Bygland silty clay loam (2.4%)
Taxes (2021): \$2,929.63 (includes Tract 2)

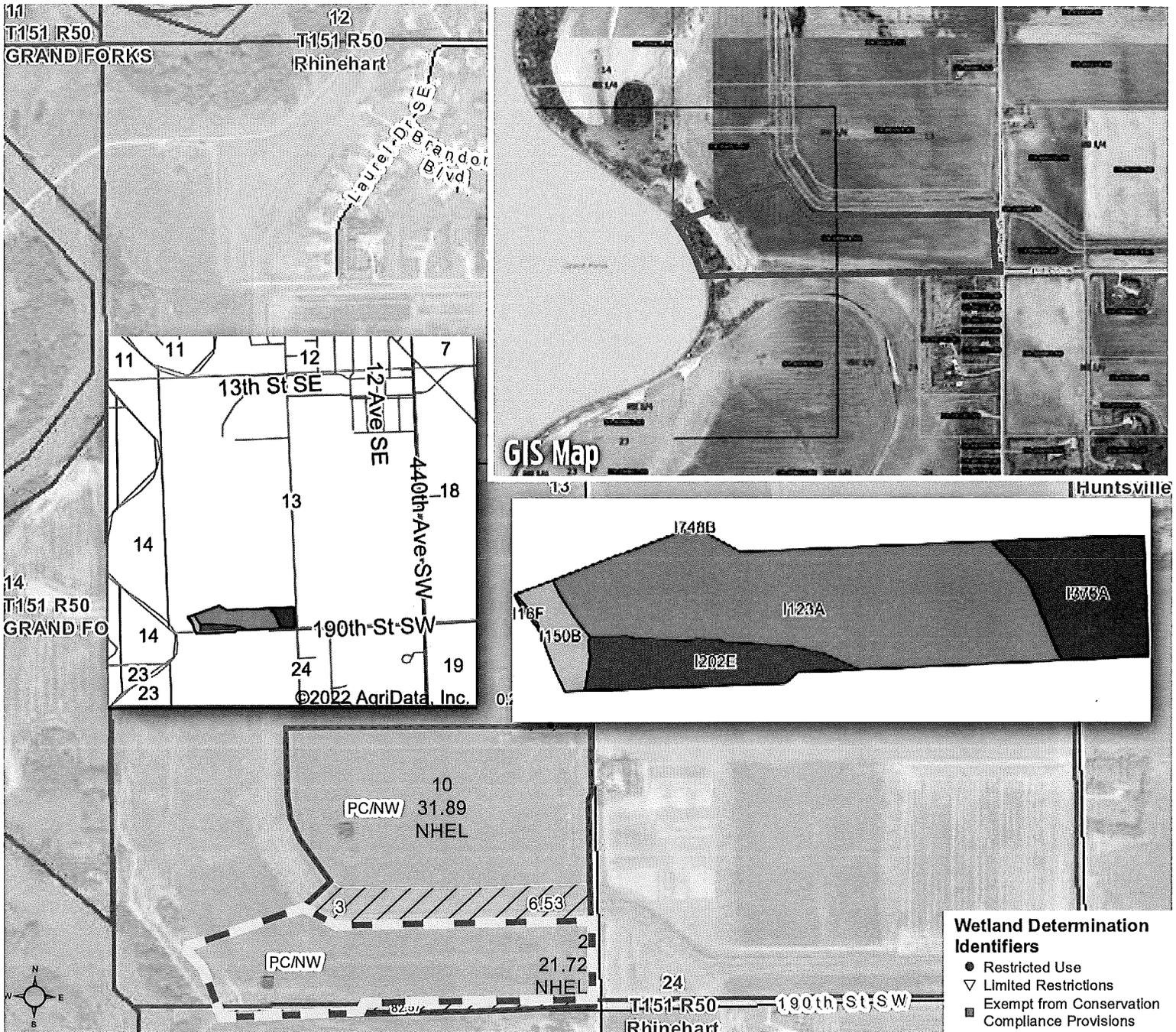


Area Symbol: MN119, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
I123A	Bearden-Colvin silty clay loams, 0 to 2 percent slopes	19.36	60.3%		Ile	91
I376A	Colvin silty clay loam, 0 to 1 percent slopes	12.01	37.4%		Iiw	89
I748B	Bygland silty clay loam, 2 to 6 percent slopes	0.76	2.4%		Ile	86
				Weighted Average	2.00	90.1

7 Tract 2 Details (All Lines Approximate)

Description: That portion of PID 59.00061.01 lying south of the dike subject to survey section 14-151-50
Total Acres: 30± Subject to survey • **Cropland Acres:** 21.72± • **PID #:** 59.00061.01 • **Soil Productivity Index:** 81.7
Soils: Bearden-Colvin silty clay loams (63%), Colvin silty clay loam (17.8%), Zell-Eckman silt loams & Fine-silty (19%)
Taxes (2021): \$2,929.63 (includes Tract 1)



Area Symbol: MN119, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
I123A	Bearden-Colvin silty clay loams, 0 to 2 percent slopes	13.74	63.3%		Ile	91
I376A	Colvin silty clay loam, 0 to 1 percent slopes	3.87	17.8%		Ilw	89
I202E	Zell-Eckman silt loams, 15 to 25 percent slopes	2.98	13.7%		Vle	30
I150B	Zell, fine-silty-LaDelle silt loams, 2 to 6 percent slopes	1.13	5.2%		IIIe	80
Weighted Average					2.60	81.7



City of East Grand Forks

600 DeMers Ave · P.O. Box 373 · East Grand Forks, MN 56721
218-773-2483 · 218-773-9728 fax www.eastgrandforks.net

APPLICATION FOR PARADE

License Fee: _____

Organization Information	
<u>KEM Shrine</u> <i>Organization Name</i>	<u>701-772-7125</u> <i>Organization Phone Number</i>
<u>423 Bruce Avenue</u> <i>Organization Address</i>	<u>Grand Forks ND 58203</u> <i>City State Zip</i>

Applicant Information	
<u>Ryan Scott</u> <i>Applicant Name</i>	<u>701 740 4545</u> <i>Applicant Phone Number</i>
<u>423 Bruce Avenue</u> <i>Applicant Address</i>	<u>ryan_scott@sstransport.com</u> <i>Email Address</i>
<i>City, State, & Zip</i>	

Parade Information		
<u>9/9/23</u> <i>Date of Event</i>	<u>10 AM</u> <i>Start Time</i>	<u>1 PM</u> <i>End Time</i>
<u>DeMers Ave from the Serlie Bridge to 4th St. N, then end in parking lot behind movie theater</u> <i>Route of Parade Travel (include map)</i>		
<u>Several Floats, bands, no animals that I'm aware of yet.</u> <i>Composition of Parade (cars, band, animals)</i>		
<u></u> <i>Notes</i>		

I hereby certify that I have completely filled out the entire above application, together and that the application is true, correct, and accurate.

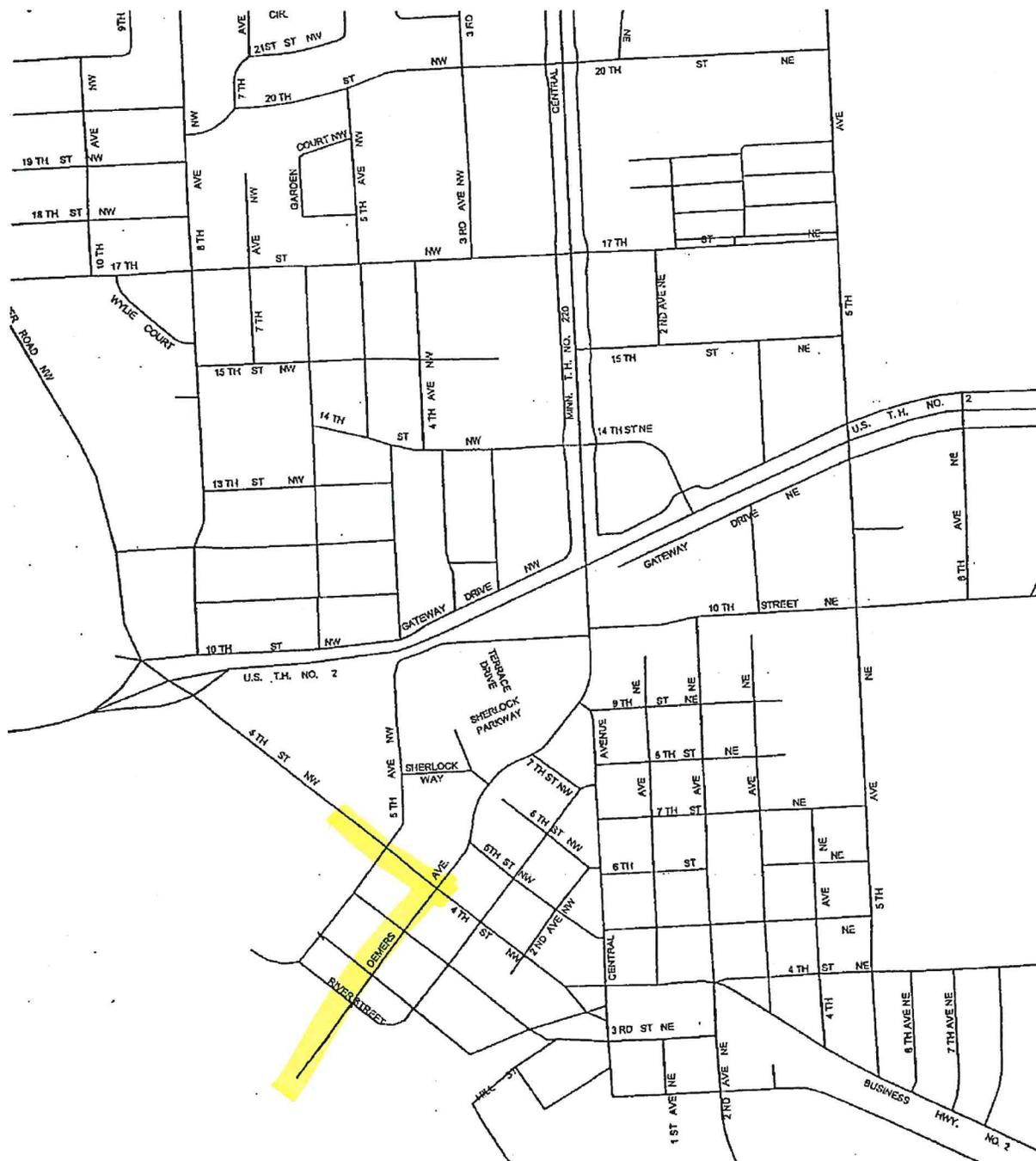
Ryan Scott
Signature of Applicant

RYAN SCOTT
Print Name

5/8/23
Date

Parade Captain
Title

EGF Parade Route





Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555

#7

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date of organization	Tax exempt number
American Legion Post 157	Jan 1, 1946	0925

Organization Address (No PO Boxes)	City	State	Zip Code
1009 Central Ave NW	East Grand Forks	Minnesota	56721

Name of person making application	Business phone	Home phone
Angie Gustafson	218-773-1129	724-825-5710

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
June 1, 2023	<input type="checkbox"/> Club	<input type="checkbox"/> Charitable	<input type="checkbox"/> Religious
	<input checked="" type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Terry Buraas	East Grand Forks	Minnesota	56721

Organization officer's name	City	State	Zip Code
		Minnesota	

Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.
 Blocked off area in the parking lot outside of the American Legion building located at 1009 Central Ave NW in East Grand Forks

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 Secura - \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of East Grand Forks
City or County approving the license
\$100
Fee Amount
Event in conjunction with a community festival <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9,176
Current population of city

Date Approved
Jun 1, 2023
Permit Date
mnelson@egf.mn
City or County E-mail Address

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
 No Temp Applications faxed or mailed. Only emailed.**

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
 PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
 CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**

RESOLUTION NO. 23 – 05 - 35

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

WHEREAS, in 2015 street improvement projects were completed and all effected parcels were assessed; and

WHEREAS, properties that were assessed included the United States Post Office property; and

WHEREAS, payments for the special assessments were collected for the first three years and then payments ceased; and

WHEREAS, Polk County received notification in May of 2023 from the legal counsel of the United States Postal Service stating that they would only have to pay special assessments if approved by the United States Congress; and

WHEREAS, the Minnesota attorney general previously addressed this issue an opinion cited as Op. Atty. Gen. 408-C (Sept. 21, 1953); and

WHEREAS, the City Council of East Grand Forks now deems the remaining \$279.95 as uncollectible;

NOW, THEREFORE, BE IT RESOLVED the City Council of East Grand Forks deems the remaining special assessments totaling \$279.95 on Parcel 83.00942.00 located at 306 3rd ST NW as irrecoverable.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: May 16, 2023

Attest:

City Clerk

President of Council

I hereby approve the foregoing resolution this 16th day of May, 2023.

Mayor

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on April 19, 2023, at 8:00 am in the City Council Chambers.

Present: Quirk, Beauchamp, Riopelle

Absent: Grinde

Also present: Ron Galstad, Keith Mykleseth, Todd Grabanski, Steve Emery, Todd Forster, Brianna Feil, Corey Thompson, Jordan Midgarden, Karla Anderson, Tyler Tretter.

It was moved by Commissioner Beauchamp seconded by Commissioner Riopelle to approve the minutes of the previous regular meeting held on April 10, 2023.

Voting Aye: Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp seconded by Commissioner Riopelle to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$823,623.21.

Voting Aye: Quirk, Beauchamp, Riopelle

Voting Nay: None

The agenda was amended to move Item #9 ahead of other agenda items for action.

It was moved by Commissioner Beauchamp seconded by Commissioner Riopelle to approve Change Order #1 to the 2023 Water Meter Replacement Project extending the completion date to June 16, 2023.

Voting Aye: Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp seconded by Commissioner Riopelle to approve the Bids for the 2023 Electrical Equipment & Materials Project as follows: BSE \$47,593.17; IRBY \$414,527.20; Graybar \$14,301.48; WESCO \$468.60; for a total amount of \$476,890.45.

Voting Aye: Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp seconded by Commissioner Riopelle to approve the bid from North Holt Electric in the amount of \$71,510.82 for the 2023 Miscellaneous Electrical Distribution Construction Project.

Voting Aye: Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp seconded by Commissioner Riopelle to adjourn at 8:26 am to the next regular meeting on May 3, 2023, at 8:00 am to be held in the City Council Chambers.

Voting Aye: Quirk, Beauchamp, Riopelle

Voting Nay: None

Lori Maloney
Commission Secretary



#11



You Are Invited

to the

11th Annual Northern Valley



Police Week

Memorial Service



Thursday, May 18th, 2023 at 2pm

Optimist Park

4601 Cherry Street, Grand Forks, ND





Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: ONSS License Period Ending: 6/30/2023 Iden: 12467
Issuing Authority: East Grand Forks
Licensee Name: Valley Golf Association
Trade Name: Valley Golf Course
Address: 2407 River Road NW
East Grand Forks, MN 56721
Business Phone: 2187731207
License Fees: Off Sale: \$0.00 On Sale: \$3,800.00 Sunday: \$200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

- 1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
- 2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
- 3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
- 4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
- 5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
- 6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability.(3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

  5/6/23
Licensee Signature Date
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature Date
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

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Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: CMBS License Period Ending: 6/30/2023 Iden: 76496
Issuing Authority: East Grand Forks
Licensee Name: Bernie's Restaurant LLC
Trade Name: Bernie's
Address: 121 Demers Ave
East Grand Forks, MN 56721
Business Phone: 917-273-1875
License Fees: Off Sale: 150.00 3800.00 260.00
\$425.00 \$3,167.00 \$167.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

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Licensee Signature [Handwritten Signature] [Redacted] 5/2/23
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature Date
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



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445 Minnesota Street, 1600
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651-201-7507

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No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: OFSL License Period Ending: 6/30/2023 Iden: 3241
Issuing Authority: East Grand Forks
Licensee Name: Pop's Liquor LLC
Trade Name: Pop's Liquor
Address: 122 Fourth St NE
East Grand Forks, MN 56721
Business Phone: 2187733036
License Fees: Off Sale: \$150.00 On Sale: \$0.00 Sunday: \$0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

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Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability.(3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Redacted Signature] 1-13-23
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature Date
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

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

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

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

www.eapc.net
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 4th 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: 5/10/2023

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: Jason Stordahl-Public Works Director

RE: Annual Sewer Cleaning

The City Council elected in 2011 to put in place a preventative maintenance program by which the City would clean 1/5th of the sanitary sewer each year on an ongoing basis. This year we are scheduled to clean the northwest end of town and trouble areas, and televise approximately 39,546 feet of sewer. The City has sufficient funds in our Sewage Enterprise Fund to pay for the project.

We sent out a “request for proposal” to four contractors, and received the following four proposals:

Pipe Detectives, Inc.	\$92,727.90
Johnson Jet-Line, Inc.	\$143,310.78
Veit & Company, Inc.	\$169,470.40
Jetway Multiple Services	\$186,318.10

Recommendation: Award the City’s annual sewer cleaning and televising project to Pipe Detectives Inc. for \$92,727.90.

BID TABULATION

2023 SANITARY SEWER CLEANING / TELEVISIONING
EAST GRAND FORKS, MN



5/9/2023

PROJECT AREA NO. 1				Pipe Detectives		Johnson Jet Line, Inc		Veit & Company, Inc		Jetway Multiple Services	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$6,085.00	\$6,085.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00
2	Traffic Control	LS	1	\$50.00	\$50.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
3	Sewer Cleaning (8"-24" Pipe)	LF	39,546	\$0.70	\$27,682.20	\$0.90	\$35,591.40	\$1.20	\$47,455.20	\$1.30	\$51,409.80
4	Sewer Televising	LF	39,546	\$0.50	\$19,773.00	\$0.78	\$30,845.88	\$1.00	\$39,546.00	\$1.25	\$49,432.50
5	Clean Lift Station	EA	12	\$350.00	\$4,200.00	\$375.00	\$4,500.00	\$2,000.00	\$24,000.00	\$1,440.00	\$17,280.00
6	Removal Protruding Taps	EA	10	\$100.00	\$1,000.00	\$50.00	\$500.00	\$375.00	\$3,750.00	\$1,200.00	\$12,000.00
7	Removal of Roots	EA	10	\$50.00	\$500.00	\$50.00	\$500.00	\$375.00	\$3,750.00	\$500.00	\$5,000.00
8	Bypass Pumping	EA	1	\$10.00	\$10.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
TOTAL BID - PROJECT AREA NO. 1					\$ 59,300.20		\$ 74,137.28		\$ 125,501.20		\$ 137,622.30

PROJECT AREA NO. 2				Pipe Detectives		Johnson Jet Line, Inc		Veit & Company, Inc		Jetway Multiple Services	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$4,350.00	\$4,350.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00
2	Traffic Control	LS	1	\$50.00	\$50.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
3	Sewer Cleaning (8"-15" Pipe)	LF	29,766	\$0.95	\$28,277.70	\$2.25	\$66,973.50	\$1.20	\$35,719.20	\$1.30	\$38,695.80
5	Removal Protruding Taps	EA	5	\$100.00	\$500.00	\$50.00	\$250.00	\$375.00	\$1,875.00	\$1,200.00	\$6,000.00
6	Removal of Roots	EA	5	\$50.00	\$250.00	\$50.00	\$250.00	\$375.00	\$1,875.00	\$500.00	\$2,500.00
TOTAL BID - PROJECT AREA NO. 2					\$ 33,427.70		\$ 69,173.50		\$ 43,969.20		\$48,695.80

TOTAL BID - PROJECT AREA NO. 1 + PROJECT AREA NO. 2					\$ 92,727.90		\$ 143,310.78		\$ 169,470.40		\$ 186,318.10
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BID FORM

2023 SANITARY SEWER CLEANING / TELEVISIONING
EAST GRAND FORKS, MN

PROJECT AREA NO. 1					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$6,085.00	\$6,085.00
2	Traffic Control	LS	1	\$50.00	\$50.00
3	Sewer Cleaning (8"-24" Pipe)	LF	39,546	\$.70	\$27,682.20
4	Sewer Televising	LF	39,546	\$.50	\$19,773.00
5	Clean Lift Station	EA	12	\$350	\$4,200.00
6	Removal Protruding Taps	EA	10	\$100	\$1,000.00
7	Removal of Roots	EA	10	\$50	\$500.00
8	Bypass Pumping	EA	1	\$10	\$10.00
TOTAL BID - PROJECT AREA NO. 1					\$59,300.20

BID FORM

2023 SANITARY SEWER CLEANING / TELEVISIONING
EAST GRAND FORKS, MN

PROJECT AREA NO. 2					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$4,350	\$4,350.00
2	Traffic Control	LS	1	\$50	\$50.00
3	Sewer Cleaning (8"-15" Pipe)	LF	29,766	\$.95	\$28,277.70
4	Removal Protruding Taps	EA	5	\$100	\$500.00
5	Removal of Roots	EA	5	\$50	\$250.00
TOTAL BID - PROJECT AREA NO. 2					\$33,427.70

Proposal for:
2023 Sanitary Sewer Cleaning/Televising East Grand Forks,MN
 from
Pipe Detectives Inc
 2505 17th St SE, PO Box 1197, Jamestown, ND 58401
 (701) 952-5544 colleen.lund@pipedetectivesinc.com



Bid Date: 5/09/2023
 Time: 8:00AM
Quote Number: 23-0114

Project No. 23-0114

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Project Area No. 1				
01	Mobilization	1.00	LS	6,085.00	6,085.00
02	Traffic Control	1.00	LS	50.00	50.00
03	Sewer Cleaning (8"-24" Pipe)	39,546.00	LF	0.70	27,682.20
04	Sewer Televising	39,546.00	LF	0.50	19,773.00
05	Clean Lift Station	12.00	EA	350.00	4,200.00
06	Removal Protruding Taps	10.00	EA	100.00	1,000.00
07	Removal Of Roots	10.00	EA	50.00	500.00
08	Bypass Pumping	1.00	EA	10.00	10.00
				Total:	59,300.20
2	Project Area No. 2				
01	Mobilization	1.00	LS	4,350.00	4,350.00
02	Traffic Control	1.00	LS	50.00	50.00
03	Sewer Cleaning (8"-15" Pipe)	29,766.00	LF	0.95	28,277.70
06	Removal Protruding Taps	5.00	EA	100.00	500.00
07	Removal Of Roots	5.00	EA	50.00	250.00
				Total:	33,427.70
Total For Project Area No. 1					59,300.20
Total For Project Area No. 2					33,427.70
Total:					92,727.90

5/02/2023 4:52 pm

Attachment Enclosed

Estimator: Andrew Bangsund



Proposal for:
023 Sanitary Sewer Cleaning/Televising East Grand Forks, MI
from



Bid Date: 5/09/2023
Time: 8:00AM

Pipe Detectives Inc
2505 17th St SE, PO Box 1197, Jamestown, ND 58401
(701) 952-5544 colleen.lund@pipedetectivesinc.com

Quote Number: 23-0114

Project No. 23-0114

Item	Description	Quantity	Unit	Unit Price	Total Price
------	-------------	----------	------	------------	-------------

IF NEEDED AND NO QUOTE PROVIDED ABOVE:

- i) Protruding taps \$225.00 each
- ii) Lateral service Televising \$200.00 each
- iii) Dye Testing \$50 each
- iv) Heavy Cleaning > 3 pulls \$350.00 HR

NOTE: THIS PROPOSAL IS SUBJECT TO REVISION, BASED ON FINAL APPROVED PLANS AND SPECIFICATIONS.

Cleaning includes general pipe maintenance (cleaning up to 3 pulls with Jet/Vac). Any excessive deposits, roots and debris requiring heavy cleaning (4+ pulls) will be "billed at a rate of \$350/hr. The General Contractor is responsible for any required permits and/or notifications to assure manhole accessibility. In addition; any dewatering or damming, traffic control (other than localized cones and strobe lighting) and maintaining clean, continuous water supply for operations is borne by the General Contractor.

Mobilization is estimated based on the scope of the project. Any unforeseen requirements for additional mobilization activities will be invoiced should they occur.

Prevailing wages, where appropriate will be included in this bid. See the following pages for additional notes. If Bond is required add an additional 1% of total bid or a minimum of \$200.

NO RETAINAGE WITHHELD, unless bid exceeds \$10,000. RETAINAGE NOT TO EXCEED 5% and released upon their final approval.

ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES.

Any alteration or deviation from above specifications and attached conditions involving extra cost will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workers compensation insurance.

The signature below indicates agreement to and acceptance of the Pricing, Terms, and Conditions listed in this Agreement and Pipe Detectives is authorized to proceed.

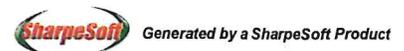
Name and Title

Date _____

5/02/2023 4:52 pm

Attachment Enclosed

Estimator: Andrew Bangsund



Proposal for:
023 Sanitary Sewer Cleaning/Televising East Grand Forks,MI
from
Pipe Detectives Inc
2505 17th St SE, PO Box 1197, Jamestown, ND 58401
(701) 952-5544 colleen.lund@pipedetectivesinc.com



Bid Date: 5/09/2023
Time: 8:00AM
Quote Number: 23-0114

Project No. 23-0114

Item	Description	Quantity	Unit	Unit Price	Total Price
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5/02/2023 4:52 pm

Attachment Enclosed

Estimator: Andrew Bangsund



Pipe Detectives Inc Job Conditions - Attachment 'A'

2023 Sanitary Sewer Cleaning/Televising East Grand Forks, MN

Quotes are valid for 30 Days

Section 1 Client Obligations

Client will make available to PD all known information regarding existing and proposed requirements, in advance of work, which may affect work, including but not limited to: specifications, contracts, recommendations, plans, map of manholes.

Client will identify a representative(s) and contact information who will be responsible for questions, as they relate to the project, regarding any preliminary work and for the duration of the field work.

Section 2 Ownership of Intellectual Property

All documents and digital media prepared by PD for Client, upon job completion, will become and remain the property of Client.

PD will retain all pertinent records concerning services performed for a period of two (2) years after the job is complete.

Section 3 Disputes

In the event that a dispute arises, PD and Client agree to resolve any dispute through informal process.

Section 4 Insurance

See attached certificate of insurance that outlines our insurance limits (if applicable).

Section 5 Job Conditions/Equipment Retrieval

PD assumes no responsibility for pipe conditions for any causes what-so-ever. If the conditions are such that services cannot be performed adequately as determined by PD, the Client agrees to take actions to rectify those conditions to allow customary cleaning and/or televising and associated records. Standby and additional service fees may apply as necessary.

In rare circumstances camera or cleaning equipment may become entrapped in pipe. In this event, Client is responsible for the expense incurred while retrieving the equipment unless equipment is entrapped due to the negligence of PD.

Section 6 Performance

The Parties understand that specific observations may not necessarily represent all pipe conditions within the project. Both PD and the Client agree that there may be circumstances not included within the "Request" or the "Bid" that can affect the anticipated results of the project. PD will communicate any conditions, as necessary, that would impact the schedule or the bid amount, and that may require services in addition to the original request or bid. The Client agrees that these factors will be considered and properly dispositioned during the project.

Section 7 VARIATIONS IN QUANTITY

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated, an equitable adjustment in the contract price shall be made upon demand of either party.

The adjustment shall be based upon any increase or decrease.

Section 8 Termination of Agreement

This agreement may be terminated by the Client upon ten (10) days written notice identifying the "failure to perform". PD shall have ten (10) days to remedy any claim, after which the contract shall expire. Upon contract expiration, PD will be compensated for services rendered plus any reasonable termination expenses.

If an agreement is terminated or suspended (prior to completion) for more than three (3) months, PD reserves the right to re-quote the cost of services at current pricing and included applicable expenses incurred due to delay.

Section 9 Traffic Control

Basic traffic control provided with contract consists of equipment flashers with external strobe lights (if available on equipment) along with cones. Any additional traffic control needed shall be the responsibility of the Client.

Section 10 OTHER

All bid items are tied.

Standby refers to the period during which equipments assigned to a job and available for work, bufs not put into operation for reasons determined by the Owner/Client. In the event a Standby request is made the following schedule shall apply:

Jetter Operations: \$300/Unit-hr

Camera Operations: \$240/Unit-hr

General Labor not associated with equipment operations: \$57/Empl-hr.

In the event overnight is required resulting from a Standby request, the Owner/Client shall reimburse Pipe Detectives Inc for any Per diem and lodging expenses occurring as a result of the same.

Client will have all manholes accessible prior to contractor start date.

Client will provide sand-free water & dumpsite for Vactor and/or pumper. We require ability to connect to 2 1/2" hydrant fitting with standard fire ho se threads.

5/02/2023 4:52PM

Estimator: Andrew Bangsund

For Job: 2023 Sanitary Sewer Cleaning/Televising East Grand Forks, MN

Pipe Detectives Inc
Job Conditions - Attachment 'A'

2023 Sanitary Sewer Cleaning/Televising East Grand Forks, MN

Payment Terms are Net 30 days.

In the event of any inconsistency or conflict between this Agreement and other Contract documents, however referenced or identified, the terms, conditions and provisions of this Agreement shall govern and control.

Quotes are valid for 30 Days

5/02/2023 4:52PM

Estimator: Andrew Bangsund

For Job: 2023 Sanitary Sewer Cleaning/Televising East Grand Forks, MN



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City of East Grand Forks

600 DeMers Ave · P.O. Box 373 · East Grand Forks, MN 56721
218-773-2483 · 218-773-9728 fax www.eastgrandforks.net

April 24, 2023

Chase Johnson
Johnson Jet-Line
16275 State Hwy 27 W
Kensington, MN 56343

Lance Edwards
Jet-Way Multiple Services, Inc
PO Box 131
Harwood, ND 58042

Andrew Bangsund
Pipe Detectives
18695 270th St.
Elbow Lake, Mn 56531

Ricky Fredrickson
Veit & Company
15429 Comet Road NW
Bemidji, Mn 56601

RE: Request for Quotes
2023 Sanitary Sewer Televising / Cleaning
East Grand Forks, MN

Dear Contractors:

The City of East Grand Forks Public Works Department is requesting Quotes for the above referenced project. Quotes will be received until 10:00 A.M. May 9, 2023 in the Administration Office, East Grand Forks City Hall located at 600 Demers Ave.

Included for your use in preparing your bid are the following items:

1. Project Area Map
2. Specifications: **Section 33 0130.11 – Sewer Cleaning and CCTV Inspection**
3. Bid Forms

If you have any questions, please feel free to give me a call at 218-791-8190 or I can be reached by e-mail at dnelson@egf.mn

Respectfully,
City of East Grand Forks Public Works Department

Dillon Nelson, Stormwater / Wastewater Operator

BID FORM

**2023 SANITARY SEWER CLEANING / TELEVISIONING
EAST GRAND FORKS, MN**

PROJECT AREA NO. 1					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 1,200.00	\$ 1,200.00
2	Traffic Control	LS	1	\$ 500.00	\$ 500.00
3	Sewer Cleaning (8"-24" Pipe)	LF	39,546	\$ 0.90	\$ 35,591.40
4	Sewer Televising	LF	39,546	\$ 0.78	\$ 30,845.88
5	Clean Lift Station	EA	12	\$ 375.00	\$ 4,500.00
6	Removal Protruding Taps	EA	10	\$ 50.00	\$ 500.00
7	Removal of Roots	EA	10	\$ 50.00	\$ 500.00
8	Bypass Pumping	EA	1	\$ 500.00	\$ 500.00
TOTAL BID - PROJECT AREA NO. 1					\$ 74,137.28

Johnson Jet-Line, Inc

by Chase Johnson - President



5-8-23

BID FORM

**2023 SANITARY SEWER CLEANING / TELEVISIONING
EAST GRAND FORKS, MN**

PROJECT AREA NO. 2					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$1,200.00	\$1,200.00
2	Traffic Control	LS	1	\$500.00	\$500.00
3	Sewer Cleaning (8"-15" Pipe)	LF	29,766	\$2.25	\$66,973.50
4	Removal Protruding Taps	EA	5	\$50.00	\$250.00
5	Removal of Roots	EA	5	\$50.00	\$250.00
TOTAL BID - PROJECT AREA NO. 2					\$69,173.50

Johnson Jet-Line, Inc.
 by Chase Johnson - President
 5-8-23

SECTION 33 0130.11

SEWER CLEANING AND CCTV INSPECTION

PART 1 GENERAL

1.01 SUMMARY

- A. Sewer Cleaning – The intent of this work is to obtain competitive unit prices for all labor, tools, materials, and equipment necessary to clean and inspect via closed circuit television (CCTV) existing sanitary sewer ranging in size from 8 to 24 inch in diameter. The work shall include hydraulic root cutting and cleaning, grinding protruding break in service connections. This/these cleaning processes are intended as preparatory steps and a precursor to a thorough closed circuit television (CCTV) inspection of the lines and facilities included in this project area.
- B. CCTV Inspection – The intent of this work is to obtain competitive unit prices for all labor, tools, materials and equipment necessary to inspect and document the condition of the existing sanitary sewer system via closed circuit television (CCTV) within the project Area.
- C. Lift Station Cleaning – The intent of this work is to obtain competitive unit prices for all labor, tools, materials and equipment necessary to clean lift stations upon completion of sewer cleaning.

1.02 SCOPE OF WORK

- A. Sewer Cleaning – The intent of sewer line cleaning is to remove foreign materials and debris from the mainline sewers. This cleaning is also intended to restore the sewer to a minimum of ninety-five percent (95%) of its original carrying capacity.
- B. CCTV Inspection – After cleaning and removal of debris, the pipe sections between manholes or other structures shall be inspected by means of CCTV equipment. Each pipeline segment shall have its own designated video file and printed segment report. All CCTV inspections and resulting video, audio, and written reports shall be compiled, coded, and formatted in compliance with the National Association of Sewer Service Companies' (NASSCO) Pipeline Assessment and Certification Program (PACP®).
- C. Lift Station Cleaning: Upon completion of sewer cleaning the following Lift Stations shall cleaned by vacuuming out the wet well and or vacuuming out the debris acquired and accumulated in the bar screens.
 - a. Lift Station No. 1, 4 & 5 Cleaning shall include Wet Well and Bar Screen Area
 - b. Lift Station No. 2, 3, 6, 7, 8, 10, 13, 14 & 16: Wet Well Cleaning Only.
- D. Schedule of Work Hours – The Contractor shall work during the hours of 7:00 AM to 9:00 PM Monday through Friday. If there is a need for after-hours work or Saturday work, prior consent shall be obtained from the Owner.

- E. Traffic Control – The Contractor shall be solely responsible for all signage, flagging, cones, personnel and any other item or personnel required for traffic control. All traffic control signs, barricades, cones, etc. shall comply with the latest edition of the Minnesota Manual of Uniform Traffic Control Devices (MMUTCD) All costs for traffic control shall be incidental to the project.

1.03 REFERENCES

- A. National Association of Sewer Service Companies (NASSCO), *Jetter Code of Practice*.
- B. National Association of Sewer Service Companies (NASSCO), *Manhole Assessment & Certification program*.
- C. National Association of Sewer Service Companies (NASSCO) prepared, *Pipe Line Assessment and Certification Program (PACP), TV inspection form and sewer condition codes*.

1.04 SUBMITTALS

- A. Safety Plan –The Contractor shall provide a safety plan and identify designated safety supervisory personnel to the Owner. The plan shall include confined space entry provisions and training, listing of personal protective equipment, and a traffic control plan
- B. CCTV Technician PACP Certification – The Contractor shall provide PACP certification documentation for all technicians on the project.

1.05 PROJECT SCHEDULE

- A. All work shall be completed between June 1, 2023 – September 29, 2023.

1.06 MEASUREMENT AND PAYMENT

- A. **Traffic Control:** By the Lump Sum – Shall be compensation in full for all labor, tools, materials, and equipment necessary to furnish, install and maintain traffic control.
- B. **Sewer Cleaning:** By the Linear Foot of sewer cleaning measured from center of manhole to center of manhole – Shall be compensation in full for all labor tools, materials, and equipment necessary to clean sanitary sewer system in conformance with specifications and disposal of sanitary debris.
- C. **Sewer Televising:** By the Linear Foot of sewer televising measured from center of manhole to center of manhole- Shall be compensation in full for all labor, tools, materials, and equipment necessary to televise the sanitary sewer system and provide all necessary documentation and deliverables.
- D. **Clean Lift Station:** By the Each. Shall be compensation in full for all labor, tools, materials, and equipment necessary to clean lift stations and properly dispose of all debris.

- E. **Remove Protruding Taps (If Required):** By the Each. Shall be compensation if full for all labor, tools, materials, and equipment necessary to remove protruding taps including removal and proper disposal of removed piping.
- F. **Removal of Roots (If Required):** By the Each. Shall be compensation in full for all labor, tools, materials, and equipment necessary to remove roots including proper disposal.
- G. **Bypass Pumping (If Required):** By the Each. Shall be compensation if full for all labor tools, materials and equipment necessary to bypass Sanitary Sewer flow around work if required.

PART 2 EQUIPMENT

2.01 SEWER CLEANING EQUIPMENT

- A. Cleaning Equipment – Line cleaning for this work shall be accomplished using equipment suitable to the task.
- B. High Velocity Cleaning Equipment – Where high velocity equipment is used, the equipment shall include an assortment of nozzles, milling or other heads, root saws, and other ancillary equipment necessary to accomplish the cleaning portion of the work.
- C. Mechanical Cleaning Equipment – Mechanical means for line cleaning may be used with the prior consent of the Owner.

2.02 CCTV EQUIPMENT

- A. Type of Equipment - The CCTV cameras used for inspection shall be specifically designed and constructed for such inspection. The cameras shall be operative in one hundred percent (100%) humidity conditions and capable of withstanding exposure to concentrations of pollutants typically found in municipal sewage.
- B. Camera View - The view seen by the camera shall be transmitted to a monitor of greater than or equal to (\geq) fifteen inches (15") diagonal dimension.
- C. Camera Movement - Camera systems shall be able to navigate minor objects, roots, and debris. The system used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of the sewer conditions. The camera shall be capable of traversing the sewer line for a distance of at least one thousand feet (1,000'). The camera shall have sufficient clearance to allow for the assembly to pass through sewer lines of nominal diameter six inches (6") and larger.
- D. Camera Accessories - The Contractor shall provide ancillary wheels, crawlers, tracks, or other adjustment plates, skids, arms, axles, etc. as may be necessary or dictated by flow conditions, pipe diameter, etc. These accessories shall be utilized to stabilize the camera in the pipeline, provide adequate propulsion in the pipeline for the camera, and/or to raise the camera above flow to provide a quality picture during CCTV inspection.

- E. Camera Features – Cameras shall record all images in color. Cameras shall have pan, tilt and zoom capabilities, and shall have a minimum of three hundred sixty degrees by one hundred eighty degrees (360° x 180°) rotation capability and or digital side scanning camera (panoramic). Illumination sensitivity shall be three (3) lux or less and provide a minimum of 460 lines of resolution. The focal distance shall be adjustable through range from one inch (1”) to infinity. There shall be no geometric distortion of the image.
- F. Supplemental Lighting and Lighting Adjustments - Cameras shall also be provided with ancillary or supplemental lighting packs or units to provide sufficient light and illumination in larger diameter conduits or conduits where additional lighting may be necessary (e.g. HDPE pipe). Lighting intensity shall be adjustable to minimize glare. Lighting and picture quality shall be adjustable to provide a clear picture of the entire periphery of the pipeline for all conditions encountered.
- G. Measurement of Distance - The distances traveled by the camera shall be measurable to one tenth of a foot (.1') by an onboard measuring device and shall provide video display readout of said distances in units of one tenth of a foot (.1'). The cable footage counter shall be accurate to plus or minus (+/-) one foot (1') per one hundred feet (100').

PART 3 EXECUTION

3.01 SEWER CLEANING

- A. Operating Flows and Pressures –The Contractor shall take particular care to avoid causing blockages, debris dams, or overcharging of pipe with excess water flow that may cause backups into residences or business entities connected to the sewer lines. The Contractor shall also be cognizant of the type, material, and condition of the pipe conduits being cleaned and use such wall force as necessary to clean the pipe. The Contractor shall take care not to cause further damage to existing sewer lines or sewer manholes during the cleaning process. Any damage to existing sewer lines or manholes caused by the Contractor’s actions shall be brought to the immediate attention of the Owner.
- B. Capabilities - Cleaning equipment shall be capable of removing dirt, grease, sediment, rocks, sand, bricks, pieces of broken pipe, and other materials and obstructions from the sewer lines and manholes.
- C. Protection of Public and Private Property – During sewer cleaning operations, precautions shall be taken to prevent damage to public or private property. Any cleanup and associated costs caused by the Contractor’s actions shall be the Contractor’s responsibility to remedy.
- D. Water Supply for Jetting and Cleaning – Water required for jetting and cleaning shall be furnished by the East Grand Forks Water and Light Department by providing a connection to a municipal fire hydrant furnished with a meter and backflow preventer adjacent to the project area.
- E. Pipe Cleaning – High velocity pipe cleaning shall begin at the downstream manhole of a pipe segment and proceed upstream to the next inline manhole. The jetter hose and affixed tool (nozzle, root saw, etc.), shall proceed against the flow (i.e. upstream) to the next structure in line (i.e. the upstream manhole) if possible. The Contractor shall

dewater and remove all sludge, dirt, sand, rocks, grease, and other solid or semisolid material and debris resulting from the cleaning operations from the downstream manhole of the sewer segment being cleaned. Passing material from sewer segment to sewer segment (without the debris being ultimately removed from the pipeline) shall not be permitted.

- F. Removal of Roots – Roots shall be removed from the sewer line:
1. All roots shall be removed (with the exception of “fine roots” as defined in PACP) to within one inch (1”) of the pipe wall.
 2. Roots shall only be removed by mechanical devices proceeding from the downstream manhole or access point to the root mass. No “reverse cutting” from the upstream manhole or access point will be permitted.
 3. All lines that require root cutting will be inspected after root cutting is completed. Televising may be stopped and root cutting executed while the video recording is paused.
 4. Care shall be taken during root removal to prevent damage to the host pipe. If, in the Contractor’s opinion, removing roots by mechanical means would cause damage to the pipe, create further blockages, cause a loss of or damage to the Contractor’s equipment, require a pipe dig up, etc., the Contractor shall notify the Owner immediately.
- G. Removal of Mineral or Attached Deposits – Mineral or other attached deposits (MOAD) shall be removed:
1. All MOAD shall be removed to within ninety-five percent (95%) of the pipe diameter.
 2. MOAD shall only be removed by mechanical devices proceeding from the downstream manhole or access point to the MOAD. No “reverse cutting” from the upstream manhole or access point will be permitted.
 3. All lines that require MOAD cutting will be inspected after removal of MOAD is completed.
 4. Removal of hardened deposits such as concrete, mortar, or other cementitious type material found attached in the pipeline is beyond the scope of this project. Such material shall be documented and coded during the CCTV inspection as “Other Deposits” using the PACP modifier “DAZ”.
 5. Care shall be taken during removal of MOAD to prevent damage to the host pipe. If, in the Contractor’s opinion, removing deposits by mechanical means would cause damage to the pipe, create further blockages, cause a loss of or damage to the Contractor’s equipment, require a pipe dig up, etc., the Contractor shall notify the Owner immediately.

- H. Removal of Protruding Taps – Protruding service taps shall be removed from the sewer:
1. All Taps shall be removed to within one half inch (0.5") of the pipe wall.
 2. Protruding taps will only be removed by the mechanical device proceeding from the downstream manhole or access point to the tap. No "reverse cutting" from the upstream manhole or access point will be permitted.
 3. It should be noted that removing protruding taps constructed of polyvinyl chloride (PVC) may result in cracking or other damage to the lateral pipe upstream of the mainline connection. If cracking or other damage should occur, the contractor will not be responsible for repairing this damage, replacing or relaying the lateral, etc.
 4. All lines that require tap cutting will be inspected after tap cutting is completed. Televising may be stopped and tap cutting executed while the video recording is paused.
 5. If it is determined that a protruding tap should be removed by mechanical devices referenced above, said tap will be removed and shall be incidental to the project.
 6. Care shall be taken during removal of protruding taps to prevent damage to the host pipe. If, in the Contractor's opinion, removing protruding taps by mechanical means would cause damage to the main pipeline or connecting service lateral, create further blockages, cause a loss of or damage to the Contractor's equipment, require a pipe dig up, etc., the Contractor shall notify the Owner immediately.
- I. Disposal of Sanitary Debris: Contractor shall dispose of all Sanitary Debris (Slurry) generated during cleaning operations at the Grand Forks Wastewater Treatment Facility. If the Debris has been dewatered and consists of mainly solids then those materials shall be disposed of at the Grand Forks Landfill. Contractor will be required to obtain a waste hauler permit from the City of Grand Forks with a Permit Fee of \$100.00.
- J. General Cleanup of Work Area – The Contractor shall keep the work area(s) clear of trash, debris, and other work related refuse that may result from its normal day-to-day operations. This shall include returning worksites to their original condition prior to cleaning or CCTV processes, normal wear and tear excepted.
- K. Other Responsibilities of the Contractor – The following circumstances shall constitute "other responsibilities" of the Contractor, including:
1. Contractor Related Overflow – In the event the Contractor causes, observes, or otherwise discovers an overflow, surcharged manhole, interruption of sewer service, or backup, the Contractor shall immediately notify the Owner.

2. Damage to or Disruption of Other Utilities – In the course of normal cleaning or CCTV operations, should other utilities be damaged or otherwise disrupted (e.g. gas lines, water lines, cable TV, communications cable), the Contractor shall immediately notify the Owner and the Engineer; and
3. Accessing Private Property – The Contractor shall not enter private property without the permission of the property owner. The Owner shall secure access to private property or easements prior to the start of the project.

3.02 CCTV INSPECTION

- A. Standards – Video inspection shall be completed per the Pipeline Assessment Certification Program (PACP®) as promulgated by the National Association of Sewer Service Companies (NASSCO).
- B. Certified Technicians – Video inspection shall be completed by technicians who have been certified by NASSCO as PACP compliant and trained. The technician's PACP certification number shall be included in all line segment reports as furnished as part of this project.
- C. Certified Software – All video inspection and subsequent reports shall be compiled using the latest version of a PACP compliant software package as certified by NASSCO.
- D. Video of Line Segments – Each line segment shall be video inspected one at a time. Each segment will have its own video file (with distinct file name) and corresponding line segment report. This shall apply to lines videoed from the upstream manhole moving to the downstream end and to lines being accessed from the downstream manhole or structure during “reverse setups”.
- E. Discovery of Undocumented Structures – When intermediate and undocumented manholes are found, the Contractor shall conclude the video inspection upon reaching the undocumented structure. A video file and printed line segment report shall be generated per usual procedures for this line segment. *It should be noted that the video text overlay that was created at the start of this survey will now be incorrect. This information and display cannot be changed within the video file once a line segment report has begun. The electronic file's name shall be changed to reflect the proper and accurate line segment information.* The report will indicate the location of the intermediate structure (by its footage upstream/downstream from the point of origin of the survey), its type and corresponding PACP code. A new line segment report will then begin at the intermediate and previously undocumented structure (now named, labeled, and documented) and proceed to the next structure indicated on the project maps, or to the next intermediate and undocumented structure, if any.
- F. Locating and Exposing Manholes and Structures – The Owner will locate and expose all manholes or other structures indicated on the project maps prior to the beginning of the project.
- G. Clean Camera Lens – The camera lens shall be kept clear of condensation, back splash, and/or other debris during CCTV inspection. In the event that the lens becomes clouded or fouled to the extent that the quality of the video is reduced, the Contractor shall stop

the recording, clean the lens thoroughly (or replace the camera unit if necessary), and then resume the video of the line segment.

- H. Corresponding Data – Each video clip or file and each digital photograph or file shall correspond to inspection data in the database, and each set of inspection data listed in the database shall be properly linked to the appropriate video file or photo(s).
- I. Video Inspection Parameters – The following information shall constitute the parameters for video inspection for this project:
 - 1. Video Format – The Contractor shall make a continuous color digital recording in Motion Picture Experts Group (MPEG) 1 format.
 - 2. Minimum Resolution – Video files shall have a minimum resolution of six hundred forty by four hundred eighty (640 x 480) pixels and an interlaced frame rate at a minimum of twenty-nine point nine (29.9) frames per second.
 - 3. Rate of Inspection – Video inspection will not exceed a traverse rate of thirty feet (30') per minute.
 - 4. Video Text Overlay – Each pipe segment video shall begin with a video text overlay (displayed for a minimum of five (5) seconds) and completed in accordance with PACP's CCTV inspection form headers and instructions as follows:
 - a) Line 1: Surveyed By
 - b) Line 2: City
 - c) Line 3: Street
 - d) Line 4: Weather
 - e) Line 5: Direction of Survey
 - f) Line 6: Use of sewer
 - g) Line 7: Pipe Material
 - h) Line 8: Pipe Diameter/Height
 - i) Line 9: Start Manhole Number (Utilize City Manhole Numbers)
 - j) Line 10: End Manhole Number (Utilize City Manhole Numbers)
 - k) Line 11: Inspection Time/Date
 - 5. Text Shown During Video – During the CCTV inspection, the video text overlay shall show the following text at all times:
 - a) Start Manhole number
 - b) End manhole number
 - 6. Evaluation of Defects and Observations – During the CCTV inspection, the camera shall stop at all defects, observations, and connections to ensure a clear view of the pipe condition and shall rotate the camera head to evaluate the defect, observation, or connection.
 - 7. Text Overlay of Observation – All defects and observations shall include a video text overlay of the appropriate PACP code/description.

8. Naming of Video Files – The naming of the video file shall consist of the following: “UPSTREAM MANHOLE - DOWNSTREAM MANHOLE” as shown in the following example (plus the appropriate file extension. The naming of all video files shall be consistent throughout the project:

123-124.mpg

J. Additional Inspection Procedures – Other inspection procedures shall include:

1. Pan of Manholes – All manholes shall be panned. This video footage shall occur at the beginning of each pipe segment survey inspection from the bottom of the manhole panning up to the manhole shaft. In the instance when the manhole is the terminating manhole of a survey, then the pan shall occur at the end of the pipe segment survey.
2. Reverse Setups – Obstructions may be encountered during the course of the CCTV inspection that prevents the travel of the camera. In instances when obstructions are not passable, the Contractor shall withdraw the equipment and begin a CCTV inspection from the opposite end of the sewer line, i.e. a reverse setup. If the video inspection is performed from this reverse setup vantage point, then a new video file shall be created and the name and corresponding header shall contain the word “REVERSE” in the upstream manhole name/label. This video file will be in numerical and chronological order immediately following the original video file. If the line only has one adjoining manhole and a reverse setup is not possible, the televising of the line shall be considered complete, the video inspection shall be abandoned, and the Contractor shall be paid for the footage successfully videoed.
3. Excessive Depth of Flow or Sags– If, in the course of the video line inspection, pipe flow is in excess of the acceptable PACP standards, the Contractor shall take one of the following actions before completing the video inspection:
 - a) Perform the video inspection during times of low flow conditions. If these conditions only exist outside the stated work periods of this project, the Contractor shall seek the Owners approval before working during these times, OR
 - b) Insert a pipe plug or other flow reducing or eliminating device at the upstream manhole or connection. This device shall remain in place until the inspection of the now isolated pipe segment can be completed. If bypass pumping is required, the Contractor shall provide all necessary equipment, manpower, and expertise. The Contractor will take special care not to surcharge manholes, lateral services, or other pipes or connections upstream of the pipe plug during this period.
 - c) Work the cleaning nozzle or tool in tandem with the camera. In this instance, the nozzle will “wick” or draw down the water level in the pipe or sag to allow the camera to pass and make a proper inspection of the footage involved in the sag. Care should be taken by the camera operator and jetter operator to maintain a proper interval

between the cleaning tool and the camera. This proper interval will prevent a "back splash" of water or debris on the trailing camera that might otherwise degrade the quality of the video.

3.03 QUALITY CONTROL

- A. NASSCO Specifications – All video inspection performed, and reports subsequently generated, under this contract shall be per the specifications and requirements of NASSCO's PACP® program.
- B. Review by the Contractor - The video recordings, photographs, and data shall be reviewed by the Contractor for focus, lighting, clarity of view, and technical quality.
- C. Blocked or Distorted Video - Videos recorded while a camera has flipped over in the process of traveling or the viewing of laterals, obstructions, or defects are blocked by cables, skids, or other equipment will not be accepted. Shape, focus, proper lighting, and clear, distortion-free viewing during the camera operations shall be maintained. Failure to maintain these conditions will result in the rejection of the video by the Owner.
- D. Non-Compliance to Specifications - Any work related to this cleaning and inspection project where recording quality, inspection, and/or reporting are not in accordance with these Technical Specifications shall be brought into compliance at the Contractor's expense.

PART FOUR DELIVERABLES

4.01 ACCEPTANCE

- A. Defective Work – Within sixty (60) days of the final delivery of written and video reports, the Owner will notify the Contractor of any defective work. Defective work (if any) will be corrected by the Contractor within sixty (60) days of receipt of this written notification. These corrections will be made to the satisfaction of the Owner.

4.02 DELIVERABLES

- A. Video Files - As part of the final submittal on this project, the Contractor shall submit two copies all video recordings and database information (in approved PACP format), on external hard drives (as dictated by the size and quantity of the files submitted). The submittal shall include the power cord and USB connection cable. The external hard drive shall become the property of the Owner.
- B. Written Reports – As part of the final submittal on this project, the Contractor shall provide two copies of a bound written report in the approved PACP format. This report shall include a cover page with the name of the project, scope of the project, and date of submission; an index page with listing of line segment reports; a complete set of line segment reports.

- C. Uploading Information to City GIS Database: Contractor will be given necessary access and will be required to upload televising reports to the City's Diamond GIS Software / Database.
- D. Incidental Costs – All reports, hard drives, printing, copying, software, and other costs associated with developing and rendering these deliverables to the Owner shall be considered incidental to the project.

END OF SECTION



City of East Grand Forks

600 DeMers Ave · P.O. Box 373 · East Grand Forks, MN 56721
218-773-2483 · 218-773-9728 fax www.eastgrandforks.net

April 24, 2023

Chase Johnson
Johnson Jet-Line
16275 State Hwy 27 W
Kensington, MN 56343

Lance Edwards
Jet-Way Multiple Services, Inc
PO Box 131
Harwood, ND 58042

Andrew Bangsund
Pipe Detectives
18695 270th St.
Elbow Lake, Mn 56531

Ricky Fredrickson
Veit & Company
15429 Comet Road NW
Bemidji, Mn 56601

RE: Request for Quotes
2023 Sanitary Sewer Televising / Cleaning
East Grand Forks, MN

Dear Contractors:

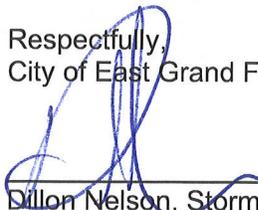
The City of East Grand Forks Public Works Department is requesting Quotes for the above referenced project. Quotes will be received until 10:00 A.M. May 9, 2023 in the Administration Office, East Grand Forks City Hall located at 600 Demers Ave.

Included for your use in preparing your bid are the following items:

1. Project Area Map
2. Specifications: **Section 33 0130.11 – Sewer Cleaning and CCTV Inspection**
3. Bid Forms

If you have any questions, please feel free to give me a call at 218-791-8190 or I can be reached by e-mail at dnelson@egf.mn

Respectfully,
City of East Grand Forks Public Works Department


Dillon Nelson, Stormwater / Wastewater Operator

BID FORM

**2023 SANITARY SEWER CLEANING / TELEVISIONING
EAST GRAND FORKS, MN**

PROJECT AREA NO. 1					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$3000.00	\$3,000.00
2	Traffic Control	LS	1	\$1500.00	\$1,500.00
3	Sewer Cleaning (8"-24" Pipe)	LF	39,546	\$1.20	\$47,455.20
4	Sewer Televising	LF	39,546	\$1.00	\$39,546.00
5	Clean Lift Station	EA	12	\$2000.00	\$24,000.00
6	Removal Protruding Taps	EA	10	\$375.00	\$3,750.00
7	Removal of Roots	EA	10	\$375.00	\$3,750.00
8	Bypass Pumping	EA	1	\$2500.00	\$2,500.00
TOTAL BID - PROJECT AREA NO. 1					\$125,501.20

BID FORM

**2023 SANITARY SEWER CLEANING / TELEVISIONING
EAST GRAND FORKS, MN**

PROJECT AREA NO. 2					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$3,000.00	\$3,000.00
2	Traffic Control	LS	1	\$1,500.00	\$1,500.00
3	Sewer Cleaning (8"-15" Pipe)	LF	29,766	\$1.20	\$35,719.20
4	Removal Protruding Taps	EA	5	\$375.00	\$1,875.00
5	Removal of Roots	EA	5	\$375.00	\$1,875.00
TOTAL BID - PROJECT AREA NO. 2					\$43,969.20

BID FORM

**2023 SANITARY SEWER CLEANING / TELEVISIONING
EAST GRAND FORKS, MN**

PROJECT AREA NO. 1					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 0	\$ 0
2	Traffic Control	LS	1	\$ 1500	\$ 1500
3	Sewer Cleaning (8"-24" Pipe)	LF	39,546	\$ 1.30/FT	\$ 51,409
4	Sewer Televising	LF	39,546	\$ 1.25/FT	\$ 49,433
5	Clean Lift Station	EA	12	\$ 1440	\$ 17,280
6	Removal Protruding Taps	EA	10	\$ 1200	\$ 12,000
7	Removal of Roots	EA	10	\$ 500	\$ 5,000
8	Bypass Pumping	EA	1	\$ 1000	\$ 1,000
TOTAL BID - PROJECT AREA NO. 1					

BID FORM

**2023 SANITARY SEWER CLEANING / TELEVISION
EAST GRAND FORKS, MN**

PROJECT AREA NO. 2					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 0	\$ 0
2	Traffic Control	LS	1	\$ 1500	\$ 1500
3	Sewer Cleaning (8"-15" Pipe)	LF	29,766	\$ 1.30/FT	\$ 38,696
4	Removal Protruding Taps	EA	5	\$ 1200	\$ 6000
5	Removal of Roots	EA	5	\$ 500	\$ 2500
TOTAL BID - PROJECT AREA NO. 2					

Request for Council Action

Date: May 16, 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: Request to hire RJ Zavoral for VFW Arena/Trailhead Parking lot patch and sealcoat

Background:

The 2023 Parks budget includes funds for maintenance of the parking lot east of the VFW Arena/in front of the trailhead facility. Project scope will include patching of large linear cracks and potholes, crack seal, cover seal coat of the entire lot and entry road, and re-stripe of lot.

We have received two quotes on the project.

- RJ Zavoral and Sons quote is for \$22,905.00
- Opp Construction quote is for \$23,600.00

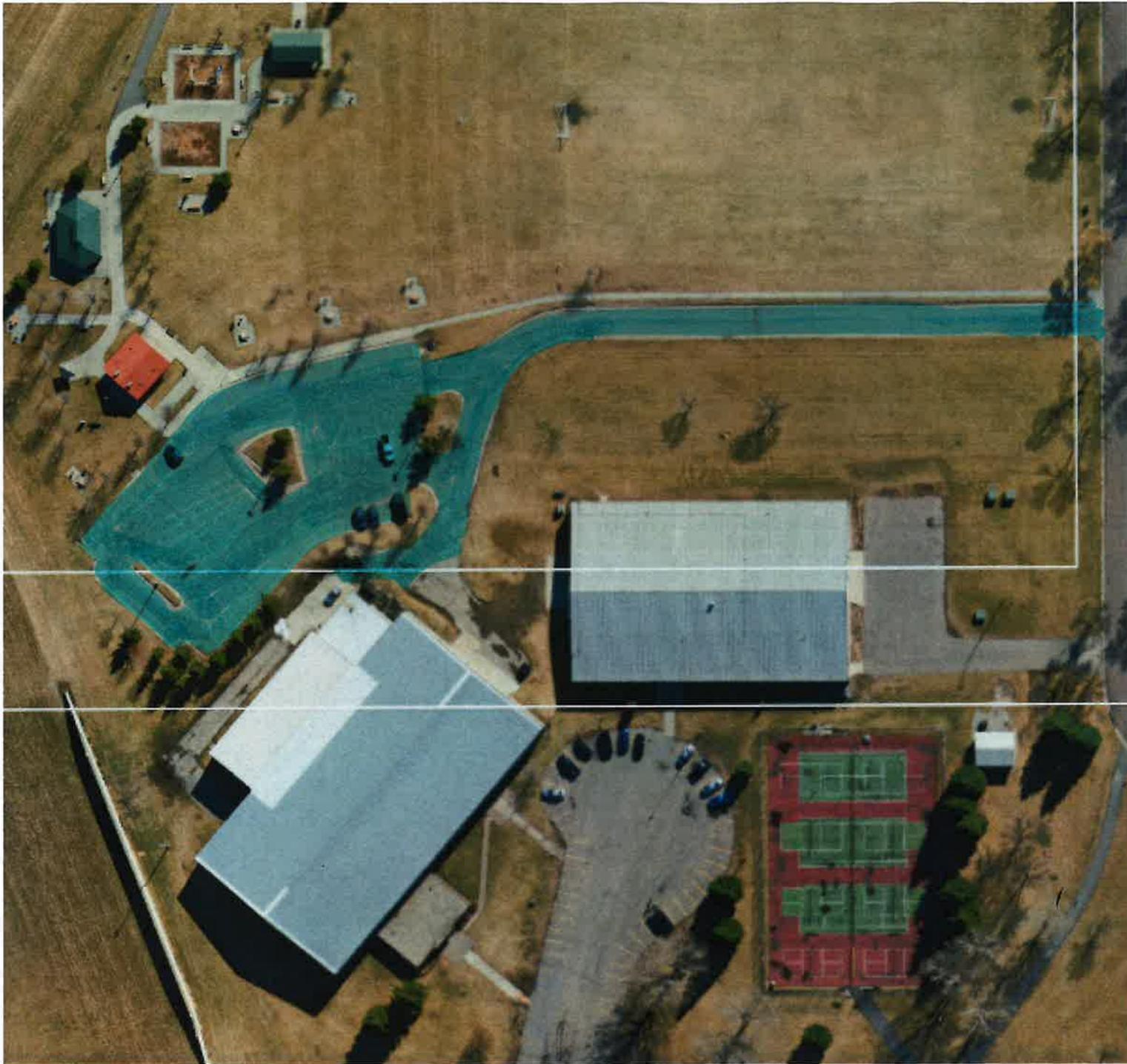
The Parks Dept budgeted \$35,000 for these improvements in 2023.

Recommendation:

Recommend approval of the quote provided by RJ Zavoral & Sons in the amount of \$22,905.00

Enclosure:

Map of project area
RJ Zavoral & Sons quote
Opp Construction quote



All areas highlighted in Blue,

Scope

- ☐ Pot hole Patch
- ☐ Crack Seal
- ☐ Seal Coat
- ☐ Re-Stripe Parking lot



✦ P.O.Box 13530
Grand Forks, ND 58208-3530
☎ Business - 701.775.3322
☎ Fax - 701.795.7020

PROPOSAL

Attn: Reid
VFW Arena
711 3rd St SE
Fog Seal, Crackseal and Re-Stripe Parking Lot
East Grand Forks, MN

May 1, 2023

Opp Construction is pleased to offer the following pricing on the aforementioned project.

Item	Description		Total
1	Fog Seal, Crackseal, Pothole Patching and Re-Stripe Parking Lot	\$	23,600.00

Notes:

- Fog Seal and Crackseal to be done in 1 Phase
- Fog Seal Oil Sealmaster Commercial Grade Pavement Sealer
- Sealer to be applied in two coats

- This proposal shall be incorporated into our contract or agreement.
- Final payment is due upon completion.

Exclusions:

- Permits (If applicable)
- Cracksealing alligator or spider cracking. Only suitable cracks will be filled.

Thank You
Aaron Fultz

Request for Council Action

Date: May 16, 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: Request to purchase materials for Blue Line Arena improvements

Background:

Becker Arena Products has provided a price quote for improvements planned in the Blue Line Arena in the following areas:

- New skate rubber for area outside locker rooms and connected around the south side to the new outdoor rink skate tie area
- New skate rubber, players benches, and water bottle tray for players benches inside arena
- Benches for new skate tie area
- New skate rubber for outdoor rink players bench area

Total proposed price for the complete order is \$35,763.81

This amount would be paid through the Building Maintenance Funds that were approved at the May 2nd City Council meeting.

Recommendation:

Recommend approval of the order from Becker Arena Products.

Enclosure:

Price quote from Becker Arena Products

Customer #: 207968
Quotation #: East Grand Forks Civic Center
Revision #: 2
Date: April 25, 2023
Proposal Expiration Date: May 25 2023
Your Sales Consultant: Chad Minichillo

Prepared For:
Reid Huttunen
East Grand Forks Civic Center
600 Demers Ave
East Grand Forks, MN 56721

Project Location:
East Grand Forks Civic
600 Demers Ave
East Grand Forks, MN 56721

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects – Guaranteed
- Manufactured in Minnesota

Per the information you provided, please find below the pricing options for the new rubber flooring, player box backer, water bottle shelving and benching.

Option 1 – NWR Stamina w/ Fleck Color – Supply Only

- New rubber flooring for indicated area by customer.
- BAP to furnish 119-tiles 10mm (3/8”) x 4’ x 6’ NWR Stamina w/ Green Fleck color rubber athletic flooring complete w/required adhesive.
- Freight to: East Grand Forks, MN included.
- ***Customer is responsible for their own removal and installation.**

Total Price (freight, tariffs, material)

Accept_____ \$ 18,866.46

Option 2 – Player Box Furnishings

- BAP to furnish the following materials for player box area.
- BAP to furnish 36-tiles 10mm (3/8”) x 4’ x 6’ NWR Stamina w/ Green Fleck color rubber athletic flooring, no adhesive included.
- White 3/8” HDPE Poly backer and shelving for player box area. Seam H-mullion covers included.
- 48 lineal feet of pedestal mounted player box benching w/ a 2” x 10” (Nominal 1.5” x 9.5”) recycled lumber top seat.
- **Customer is responsible for their own removal and installation.**

Total Price (freight, tariffs, material)

Accept_____ \$ 10,750.00

Option 3 – Recycled Lumber Free-standing Benches

- (4) each Recycled Lumber Lobby Benches
- Style: Letter (A) Double Plank w/ No Back
- Color of Lumber: Black
- Size of Bench: 8FT.

Total Price (freight, material)

Accept _____ \$ 4,030.00

Option 4 – Rubber Flooring for (Outdoor) Player Benching

- New rubber flooring for indicated area by customer.
- BAP to furnish 15-tiles 10mm (3/8") x 4' x 6' NWR Stamina Solid Black color rubber athletic flooring.

Total Price (freight, tariffs, material)

Accept _____ \$ 2,117.35

ITEMS NOT INCLUDED IN PRICING

- Any removal or installation
- Federal, State, Local Taxes
- Unloading of Materials

Material Price Escalation & De-Escalation Clause (Due to the volatility of all components of the above dasher board system)

- In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur as a result of Becker Arena Products, Inc. incurring additional costs when ordering materials.

Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable, it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Payment terms are:

50% due upon placement of order	\$ _____
50% due 10-days prior to delivery	\$ _____

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # East Grand Forks Civic Center- REV2 is accepted with initialed options:

Purchaser Signature

Title

Print Name

Date

Becker Arena Products, Inc.

General Manager

Jeff Brosz

Print Name

Date

BECKER ARENA PRODUCTS INC. STANDARD TERMS AND CONDITIONS OF SALE - EFFECTIVE JANUARY 2021

1. Definitions. In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, *among any other terms*, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations. b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the

Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition. b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods. c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, than Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues. d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations. e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller. **9. Independent Delivery.** Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. No-Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such cases, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-persona and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request.

for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

16. Dasher Board Systems

1. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply, and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.
2. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
3. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

17. General Site Requirements.

The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

1. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
2. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
3. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
4. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
5. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
6. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
7. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
8. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.

18. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

1. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk-through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.
2. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured; tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.
3. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance.
4. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.
5. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item per box. The Purchaser must count anything that is not boxed.

Rubber Flooring

- A. Seller may choose whether or not to produce the material according to its production schedule. If they produce the material on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply, and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.
- B. A new shipping/installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.
- D. Receive tiles in a careful manner to avoid any damage. Adhesives or surface preparation product containers shall be unbroken and labels intact until time of use. Prevent damage or contamination to materials by water, moisture, freezing, excessive heat, foreign matter or other causes.
- E. Materials should be stored on site with adhesives, etc., for at least 48 hours prior to installation (extreme cold or hot conditions may require additional time). Tiles should be removed from pallets and any loading/shipping constraint pressures be removed in order to acclimatize to room conditions.
- F. Work from all other trades must be complete, especially overhead trades, before installation can begin. Caution is required on site, as under no circumstances should the tiles be left bent, folded, stepped on or crushed, as this may destroy the material. **Rubber tiles are susceptible to dimensional changes due to temperature and climate conditions. It is vital that site conditions remain constant. Avoid exposure to direct sunlight as UV rays can alter appearance of colored rubber.**

1. General Site Requirements. The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

The installation of any resilient rubber flooring is only as good as the sub-floor it is laid upon. This is especially true when the flooring is glued down. Rough and uneven sub-floors can diminish the appearance, cause uneven top surfaces and shorten the life span of such flooring. We therefore recommend proper preparation of such sub-floors as follows:

A. Existing Flooring

Do not install flooring over existing flooring.

B. Wood Floors

New wood sub-floors should be CDX exterior plywood installed smooth side up.

All nails, staples or screw fasteners must be caulked, and surface sealed with epoxy sealant.

Plywood should be acclimatized for a 48-hour period prior to installation of flooring tile.

All wood sub-floors must be clean and dry of all dust, dirt, and previous floor finishes.

Patch cracks, holes, and rough or uneven areas with an appropriate cement based leveling compound (such as Mapei Planipatch, etc) to manufacturers' standards.

C. Concrete Floors

Ensure sub-floor is smooth and level to a tolerance of 3.2mm (1/8 in) in 1.8m (6 ft).

Ensure concrete floors have cured for minimum 6 weeks.

It is vital that a moisture test be completed prior to floor installation. Moisture is the single most significant factor that causes bonding failure to the sub-floor. Moisture tests must be performed on all concrete floors regardless of age and grade level.

- Test shall be in accordance with **ASTM F-1869** Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Sub-floor Using Anhydrous Calcium Chloride.
- One test should be conducted for every 92.9 m² (1000 sqft) of flooring and the results do not exceed 2.27 kg (5 lbs) per 92.9 m² (1000 sqft) in 24 hours. The relative humidity must be below 75%
- If test results exceed limitations or hydrostatic pressure exists, the installation must not proceed until the problem has been corrected or an approved vapor barrier underlayment is installed. Unless otherwise noted
- All test results must be kept on file and be accessible upon request.
- If lightweight concrete has been used in construction DO NOT use the F1869 test.
- Use ASTM F2170, the Relative-Humidity Test, as an alternate in these cases.
- If poured-gypsum underlayment has been used, check with the underlayment manufacturer on how to test for dryness. Never use calcium chloride testing with gypsum underlayment.
- Ensure existing concrete floors are clean, dry and smooth.
- Remove any wax, paint, varnish, adhesive, or any other material that would prevent proper bonding of adhesive.
- Repair any low spots with a cementitious based latex patch mix.
- Fill and smooth any rough or porous concrete sub-base prior to installing flooring.
- If concrete sealers (not recommended) have been applied, two-part solvent-free floor adhesive must be used.
- Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or flooring contractors requirements before the date installation is scheduled to begin.

D. Concrete Floors with Radiant Heating System

Floor surface temperature must not exceed 24°C (75°F) during normal operation.

If, upon arrival, the concrete is inspected and does not meet the specifications for moisture, levelness or flatness the following will occur:

1. Seller's Representative will determine if floor can be altered, adjusted to achieve desired requirements for the installation. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
2. If the material cannot be installed due to poor concrete surface, the Purchaser will be _____ responsible for fixing the surface to meet flooring installation requirements. All associated costs for this are the sole responsibility of the Purchaser.
3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying concrete work meets the requirements stated above. If, after removal of the existing materials, the concrete does not meet these conditions, points "1" and "2" from above will apply.

2. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk-through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

3. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.

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 – 3rd Ave SE & 1st St SE Intersection

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

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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

102 12th Ave NW | West Fargo, ND 58078



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

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

To: Scott Schell <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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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

e kyle.pederson@pecsolutions.com



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>

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

To: Pederson, Kyle <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: May 11, 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)

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%):	\$ <u>84,944.91</u>
Total Project Cost:	\$1,999,831.99

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)
Total Funding:	\$1,999,831.99

Recommendation:

We have received notice from Office of Civil Rights that Opp Construction has met the necessary DBE requirements and that they are just getting some additional clarifications before sending an official letter.

With that, they said the Council can award the project on a contingency basis, then the award becomes official once we receive the letter. I am hoping I will have the letter by Tuesdays Council Meeting.

Options for Consideration:

- 1.) **Reject Bids:** If council decides to reject bids, I would recommend rebidding the project in January 2024. I did receive an e-mail from Brian Ketring, DSAE (MNDOT) and if bids are rejected I would have to provide a justification letter for why funds have not been utilized in the 6 month period since they were authorized (See attached e-mail). In rebidding there is no guaranty bids will be cheaper. I am hearing concrete prices will be 10% higher next year but that is no guarantee and only speculation at this time.
- 2.) **Award 2 of the 3 Proposals:** Federal Funds are an 80/20 split. To receive the full \$860,000.00 we would need \$1,075,000 in construction cost. This threshold could be met or could be very closely met with any combination of the 2 proposals being awarded.
- 3.) **Award entire Project:** Yes, bids did come in high and always difficult when we receive only 1 bid as we have no comparison but the Engineers Estimate. Based on the State Aid Allocation Funding spreadsheet provided, the City does have adequate State Aid Construction funds. Opp Construction is more than qualified and capable to complete this project on time and I would recommend them for this project of council decides to move forward.

Enclosures:

Bid Tabulation

E-mail Correspondence from Brian Ketring

State Aid Allocation Funding Spreadsheet.

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
TOTAL BID PROPOSAL 1					\$ 308,966.00		\$ 377,495.00

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
TOTAL BID PROPOSAL 2					\$ 527,957.00		\$ 671,444.60

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
TOTAL BID PROPOSAL 3					\$ 525,152.00		\$ 649,958.50
BID PROPOSAL NO. 1					\$ 308,966.00		\$ 377,495.00
BID PROPOSAL NO. 1 & NO. 2					\$ 836,923.00		\$ 1,048,939.60
BID PROPOSAL NO. 1, 2 & 3					\$ 1,362,075.00		\$ 1,698,898.10

Steve Emery

From: Ketring, Brian (DOT) <Brian.Ketring@state.mn.us>
Sent: Wednesday, May 10, 2023 7:55 AM
To: Steve Emery
Subject: RE: East Grand Forks Federal Project

Hey Steve,

You made the news this morning.... a little name drop would have been nice as long as you have celebrity status 😊

This project was authorized 3/27/23 and will become INACTIVE if payment requests are not submitted within 6 months. With that, there is justification for why the project is inactive and you can provide that at that time. So, if you think rejecting the bids and rebidding at a later date will increase the likelihood of more bidders and maybe better bids, this will be your justification.

Brian

From: Steve Emery <Steve.Emery@widseth.com>
Sent: Wednesday, May 10, 2023 7:37 AM
To: Ketring, Brian (DOT) <Brian.Ketring@state.mn.us>
Cc: Mark Olstad (molstad@egf.mn) <molstad@egf.mn>; Tim Riopelle (triopelle@egf.mn) <triopelle@egf.mn>; Megan Nelson (mnelson@egf.mn) <mnelson@egf.mn>
Subject: East Grand Forks Federal Project

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Brian:

Good Morning, I reviewed bid results with the City Council at the City Work Session last night and we want to confirm the following question.

- 1.) If City Council chooses to reject the bids, can we rebid the project in December or January?? You had mentioned to me that since the Federal Funds had been authorized, that their potentially needed to be a draw on the funds within a certain time frame?? We will need this confirmed so if council elects to reject bids we know when we would have to rebid.

Thank you for all your assistance, it is appreciated!!!

Steve Emery, PE

Civil Engineer, Office Manager, VP
218-773-5626
1600 Central Avenue NE
East Grand Forks, MN 56721-1570

WIDSETH

**7 Year Capital Improvement Plan
Municipal State Aid Construction Funds
East Grand Forks, Mn**



5/9/2023

CONST YEAR	PROJECT	ESTIMATED TOTAL PROJECT COST	FEDERAL SUBTARGET FUNDS	ASSESSMENTS	MUNI CONSTRUCTION FUNDS	ANNUAL ALLOCATION	MUNI CONST BALANCE
2023						\$353,395.00	\$1,398,230.54
	FEDERAL PROJECT	\$1,999,832.00	\$860,000.00	\$241,142.00	\$898,690.00		\$499,540.54
	HAWK System (Bygland Road / 13th ST SE)	\$351,000.00			\$351,000.00		\$148,540.54
2024						\$353,395.00	\$501,935.54
	MNDOT / TRAFFIC SIGNAL REPLACEMENT - DEMERS AVE & 4TH STREET (City Cost)	\$200,000.00			\$200,000.00		\$301,935.54
	QUIET ZONE (2ND AVE NE)	\$100,000.00			\$100,000.00		\$201,935.54
2025						\$353,395.00	\$555,330.54
2026						\$353,395.00	\$908,725.54
	FEDERAL PROJECT	\$1,800,000.00	\$1,200,000.00		\$600,000.00		\$308,725.54
2027						\$353,395.00	\$662,120.54
2028						\$353,395.00	\$1,015,515.54
	TRAFFIC SIGNAL REPLACEMENT (3RD AVE / 1ST ST)	\$450,000.00			\$350,000.00		\$665,515.54
2029						\$353,395.00	\$1,018,910.54
2030						\$353,395.00	\$1,372,305.54
	FEDERAL PROJECT	\$1,800,000.00	\$1,200,000.00		\$600,000.00		\$772,305.54

RESOLUTION NO. 23 – 05 - 36

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

WHEREAS, the City is currently operating with an Interim City Administrator; and

WHEREAS, the City Council requested that all human resources issues be handled and addressed by the Human Resource Generalist (HR Generalist), Terry Knudson; and

WHEREAS, recently a grievance was filed with the City; and

WHEREAS, the City Attorney has recommended the HR Generalist be the City’s designated representative to be the point of contact for a grievance and any other issues that may arise until a new city administrator has been hired; and

NOW, THEREFORE, BE IT RESOLVED the City Council of East Grand Forks appoints Terry Knudson, HR Generalist, as the City’s designated representative and be the point of contact for grievances and other human resource issues.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: May 16, 2023

Attest:

City Clerk

President of Council

I hereby approve the foregoing resolution this 16th day of May, 2023.

Mayor

Accounts Payable

Check Register Totals Only

User: tknudson
 Printed: 5/12/2023 - 12:58 PM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
40503	05/16/2023	ABS001	Absolute Refrigeration, LLC	644.28	0
40504	05/16/2023	ACM001	Acme Electric Companies	4,500.00	0
40505	05/16/2023	ADE001	Jane Adensam	185.00	0
40506	05/16/2023	ADV001	Advanced Business Methods Inc	486.29	0
40507	05/16/2023	PET005	Allstate Peterbilt of Grand Forks	200.97	0
40508	05/16/2023	ALL011	Allstream	132.96	0
40509	05/16/2023	ANY001	Anytime Plumbing	161.25	0
40510	05/16/2023	AME005	Aramark Uniform Services	438.46	0
40511	05/16/2023	BAC006	Gary Bachmeier	89.67	0
40512	05/16/2023	BOR001	Border States Electric Supply	869.27	0
40513	05/16/2023	GFF001	Timothy Brooks	8,620.65	0
40514	05/16/2023	C&R001	C&R Cleaners & Laundry	1,236.00	0
40515	05/16/2023	CAR004	Cariveau Concrete Construction Inc	7,040.00	0
40516	05/16/2023	CUT002	Chad D. Swendseid	100.00	0
40517	05/16/2023	CNA001	CNA Surety Direct Bill	100.00	0
40518	05/16/2023	COL002	Cole Papers Inc	1,348.58	0
40519	05/16/2023	COU008	Countrywide Sanitation Company	73,738.07	0
40520	05/16/2023	CUM001	Cummins, Inc	6,481.84	0
40521	05/16/2023	E&J002	E&J Trucking	408.00	0
40522	05/16/2023	ECO001	Economy Plumbing	515.15	0
40523	05/16/2023	EGF006	EGF City Petty Cash Ckng	502.50	0
40524	05/16/2023	GAL003	Galstad Jensen & McCann PA	23,935.75	0
40525	05/16/2023	GER001	Gerrells Sport Center	50.00	0
40526	05/16/2023	GGF001	GGF Convention & Visitors Bureau	4,647.83	0
40527	05/16/2023	GRE002	Greg's Lawn Care	509.59	0
40528	05/16/2023	HAW001	Hawkins Chemical	2,483.27	0
40529	05/16/2023	HIL003	Hildi Incorporated	2,500.00	0
40530	05/16/2023	HOM001	Home of Economy	659.99	0
40531	05/16/2023	HUG001	Hugo's	73.15	0
40532	05/16/2023	IND006	In-Depth Inspections LLC	5,643.24	0
40533	05/16/2023	INT011	Integrated Process Solutions Inc	1,275.80	0
40534	05/16/2023	JOH026	Johnson Controls	547.22	0
40535	05/16/2023	KEI001	Keith's Security World	6.97	0
40536	05/16/2023	KNU001	Knutson Printing Company	497.81	0
40537	05/16/2023	LEA008	League of Minnesota Cities Insurance	43.00	0
40538	05/16/2023	LEI001	Leighton Broadcasting - Grand Forks	585.00	0
40539	05/16/2023	HAR081	Local Ace	273.95	0
40540	05/16/2023	HAR087	Local Ace	380.16	0
40541	05/16/2023	HAR089	Local Ace	25.27	0
40542	05/16/2023	LOC001	Locators & Supplies Inc	399.85	0
40543	05/16/2023	LUK005	Michael & Laura Lukkason	283.90	0
40544	05/16/2023	MAR008	Marshall and Polk Rural Water System	9.90	0
40545	05/16/2023	MPO001	Metropolitan Planning Organization	4,775.18	0
40546	05/16/2023	MID003	Midcontinent Communications	47.66	0
40547	05/16/2023	MND006	MN Dept of Revenue	427.00	0
40548	05/16/2023	MNM002	MN Municipal Utilities Assoc	112.50	0
40549	05/16/2023	MNP003	MN Pollution Control Agency	700.33	0
40550	05/16/2023	NOR007	Northland Custom Woodworking Inc	4,000.00	0
40551	05/16/2023	NOR024	Northland Yard Service	1,772.50	0
40552	05/16/2023	ORE001	O'Reilly Automotive, Inc.	27.98	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
40553	05/16/2023	OFF002	ODP Business Solutions, LLC	151.96	0
40554	05/16/2023	ORC002	Orchard Oil Company	1,129.25	0
40555	05/16/2023	PEM002	Pemberton Law, P.L.L.P	704.00	0
40556	05/16/2023	PET001	Peterson Veterinary Clinic P.C.	1,138.00	0
40557	05/16/2023	PKM001	PKM Electric Cooperative, Inc	1,654.68	0
40558	05/16/2023	POW003	Powerplan OIB	21,034.73	0
40559	05/16/2023	PRE001	Premium Waters Inc	41.19	0
40560	05/16/2023	RAI001	Railroad Mgmt Co III LLC	344.67	0
40561	05/16/2023	ADS001	Myron Russell	1,650.00	0
40562	05/16/2023	SAN005	Sanford Health OccMed	607.00	0
40563	05/16/2023	ROT001	Schwingler Enterprises, Inc.	405.00	0
40564	05/16/2023	STE022	Signature Graphix & Apparel	676.50	0
40565	05/16/2023	SIM001	Simonson Station Stores	19.57	0
40566	05/16/2023	MIK001	SJA Thunder Corp	600.00	0
40567	05/16/2023	SMI002	Smitty's Transmission	4,128.38	0
40568	05/16/2023	SRF001	SRF Consulting Group Inc	4,180.85	0
40569	05/16/2023	SCR001	St. Cloud Refrigeration, Inc.	1,552.50	0
40570	05/16/2023	STO001	Stone's Mobile Radio Inc	1,719.12	0
40571	05/16/2023	STR007	Structural Materials	1,287.50	0
40572	05/16/2023	SWA002	Swanston Equipment Corporation	2,862.42	0
40573	05/16/2023	TLC001	Team Laboratory Chemical LLC	4,155.00	0
40574	05/16/2023	TEC001	Tecta America Corp	447.49	0
40575	05/16/2023	PRA005	The Practice Place, PLLC	400.00	0
40576	05/16/2023	THU002	Thur-O-Clean	342.66	0
40577	05/16/2023	TRI003	Tri County Community Corrections	78.00	0
40578	05/16/2023	USB005	US Bank Corporate Payment System	104,568.49	0
40579	05/16/2023	VAL002	Valley Truck Parts and Services Inc.	273.79	0
40580	05/16/2023	VER001	Verizon Wireless	967.42	0
40581	05/16/2023	VIL001	Vilandre Heating & A/C	295.66	0
40582	05/16/2023	WID001	Widseth Smith Nolting & Associates	36,555.89	0
40583	05/16/2023	XCE001	Xcel Energy	9,701.22	0
				<hr/> <hr/>	
Check Total:				368,166.68	
				<hr/> <hr/>	