

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, JULY 9, 2013 - 5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Campbell Library Roof Discussion – Karl Lindquist
- Terry Hart from Kraus Anderson & Mike Anderson from Braun Intertec will be attending the meeting to address questions from the council.**
- 2. Waste Management Contract – Karl Lindquist & Paul Kalibabky**
- 3. Bid Results - 2013 City Project 1 & 2012 City Project 5 – Steve Emery & Lee Carvieu**
- 4. Feasibility Study for 2nd Ave NE – Steve Emery & Lee Carvieu**
- 5. Panel Replacement on James Ave – Jason Stordahl & Megan Nelson**
- 6. Request to Purchase a 15 foot mower – Jason Stordahl & Megan Nelson**
- 7. Lease Agreement with the Dept of Public Safety – Ron Galstad**
- 8. Trespass Ordinance – Ron Galstad**
- 9. Sewage Fees – Karl Lindquist & Karla Anderson**
- 10. Waste Water Update – Karl Lindquist**
- 11. Interim City Administrator Position Discussion - City Council**

ADJOURN:

Upcoming Meetings

Regular Council Meeting – July 16, 2013 – 5:00 PM – Council Chambers
Work Session – July 23, 2013 – 5:00 PM – Training Room
Regular Council Meeting – August 6, 2013 – 5:00 PM – Council Chambers
Work Session – August 13, 2013 – 5:00 PM – Training Room
Regular Council Meeting – August 20, 2013 – 5:00 PM – Council Chambers

Megan Nelson

From: Karl Lindquist
Sent: Wednesday, June 26, 2013 3:30 PM
To: City Council; Lynn Stauss
Cc: Jason Stordahl; Megan Nelson; Ron Galstad
Subject: Waste Management Contract

Gentlemen --

Yesterday Jason and Erica and I met with Paul Kalibabky of Waste Management (WM). The "current" contract between WM and the City commenced on July 1, 2007, and was initially for a term of five years, i.e. ending on June 30, 2012. The contract contained a fuel surcharge starting at 0% for any diesel fuel purchased for less than \$3.00 per gallon, and ended with a 5% surcharge for any fuel costing more than \$3.50 per gallon.

The contract was modified on April 21, 2009, to include, among other provisions, 96 gallon recycling carts. The modification extended the contract termination date to June 30, 2014.

Yesterday, Paul told us two things. First, WM has screwed up and neglected to exercise the fuel surcharge portion of the contract. Paul said the City owes WM about \$39,000 in accumulated but not yet billed and therefore not yet paid charges.

In my opinion, the fact that WM failed to bill the fuel surcharge does not alleviate our obligation to honor the contract and pay the charges.

I had Lynda go through 12 months of WM billing statements, and she confirmed that the large billing statements for the residential pick-ups (about \$25,000 per month) did not contain the fuel surcharge.

The second thing Paul told us was that WM was very interested (make that very very interested) in opening negotiations early and entering into a new contract before the current contract expires on June 30, 2014. Paul said that if the City agreed and if a new contract was successfully negotiated by the parties that WM would, probably, forgive and forget about the past due \$39,000 in fuel surcharges.

I asked Ron about negotiating the contract with WM without an RFP. Ron said that since the contract was for services, it was not subject to the \$100,000 bid provisions of the State's Uniform Municipal Contracting Law.

Megan is going to put this subject on the agenda for your July 9 work session.

Karl

P.S.: This email message is intended for informational purposes only, and should not be forwarded with comments, or otherwise, since such a practice might be interpreted as a violation of the State's open meeting laws.

Request for Council Action

Date: July 3, 2013

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

Cc: File

From: Greg Boppre, P.E.

RE: bid results – 2013 City Project No. 1 and 2012 City Project No. 5

Background:

We will be receiving bids for the two projects above, next Tuesday, July 9 and will present those at the Tuesday, July 9 City Council Work Session.

Recommendation:

N/A

Enclosures:

Will bring bid tabulations to the work session

Request for Council Action

Date: July 3, 2013

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

Cc: File

From: Greg Boppre, P.E.

RE: 2nd Avenue NE

Background:

The City Council is considering the possibility of paving 2nd Avenue NE, from 15th Street NE to 17th Street NE. (see attached report from 1-31-12). The City Council also considered this project last year when 15th Street NE was reconstructed, but there was opposition from the property owners.

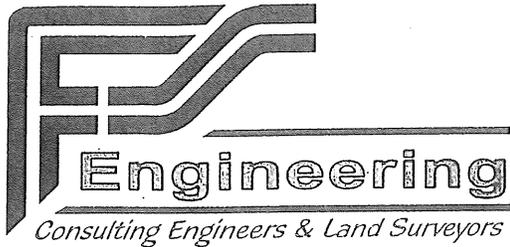
Therefore, attached is the report of feasibility from the 15th Street NE project and the proposed assessments for 2nd Avenue NE.

Recommendation:

Discussion

Enclosures:

Report of Feasibility



January 31, 2012

Honorable Mayor and City Council
City of East Grand Forks
PO Box 373
East Grand Forks, MN 56721

RE: Report of Feasibility
Estimate of Cost and
Area Proposed to be Assessed:
Auditor's Plat of Outlots 17 through 64, Auditor's Plat of Outlets 65 through 94
Replat of Outlot 22, Gateway East Addition, Gateway East 2nd Resubdivision

Dear Members of the Council:

We have as directed by Council, made an investigation as to the feasibility of removing and constructing concrete pavement to serve the properties along 15th Street NE and 2nd Avenue NE (see attached map).

We have identified the project need as follows:

The construction of street paving along with the concrete curb and gutter allows for the proper conveyance of surface water to the storm sewer system preventing erosion and saturation of porous soils from rainfall and snow melt. The pavement also benefits the adjacent property owners through increased property values, improved aesthetics and all weather access to the property.

The proposed street curb to curb width for 15th Street NE will be 41.33 feet and 28.00 feet for 2nd Avenue NE.

The project on 15th Street NE will include the removal of the existing 7" concrete pavement and the placement of 7" reinforced concrete pavement for the street shown on the attached exhibit. Also, drain tile will be installed to help with subsoil moisture. The project on 2nd Avenue NE will include the removal of the existing gravel section and the existing concrete panels and the placement of 7" reinforced concrete pavement for the street shown on the attached exhibit.

15h Street NE from frontage road to 5th Ave NE

The total estimated project cost is \$949,533.00 resulting in an assessment rate of \$92.91 per front foot benefit and \$30.97 per end foot benefit. This street is on the Municipal State Aid System (MSAS) and therefore as per the City's new assessment policy, the assessment rate is 30%, which the above numbers indicate.

2nd Avenue NE, from 15th Street NE to 17th Street NE

The total estimated project cost is \$277,490.00, resulting in an assessment rate of \$235.36 per front foot benefit.

AREAS PROPOSED TO BE ASSESSED

Auditor's Plat of Outlots 17 through 64

Lots 21-26, 36-40

Auditor's Plat of Outlots 65 through 94

Lots 84, 85

Replat of Outlot 22

Gateway East Addition

Lots 1-2, Block 2

Gateway East 2nd Resubdivision

Lots 4-6, Block 1

We feel the projects as described are feasible.

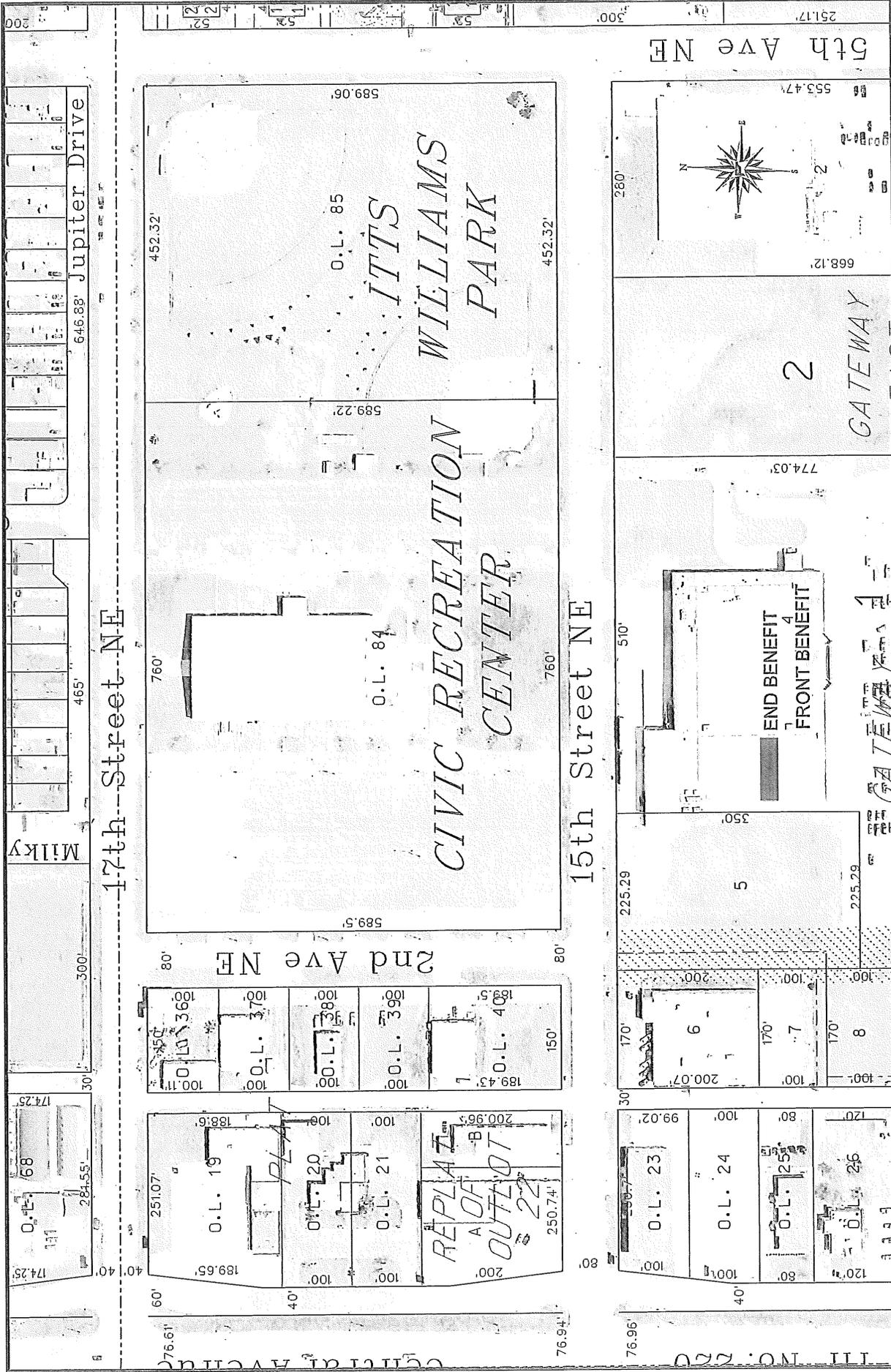
If you have any questions, or if additional information is needed, please contact our office.

Respectfully yours,
FS Engineering


Greg L. Bopp, P.E.

GLB:kk

cc: Scott Huizenga, City Administrator
Jason Stordahl, Interim Public Works Superintendent



| | |
|--|--|
| DATE: 2/3/2012 | PROJECT: 2012 ASSESSMENT JOB NO. 4 - 2ND AVENUE NE |
| DGN: 12aj4_assessment.dgn | 2012 ASSESSMENT JOB NO. 4 - 2ND AVENUE NE |
| MODEL NAME: 2nd ave ne assessment | CURB & GUTTER AND PAVING ASSESSMENT BENEFIT |
| PATH: N:\EGF\projects\2012_proj\12aj4_assessment.dgn | EAST GRAND FORKS, MINNESOTA |
| DRAWN BY: MBA | SHEET: 1 OF 1 |
| CHECKED BY: GLB | |
| REVISION: | |

STREET RECONSTRUCTION
2nd Ave. NE from 15th St. SE to 17th St. SE
EAST GRAND FORKS

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|--------------------------------|---------------------------------------|------|----------|------------|---------------------|
| 2021.501 | Mobilization | LS | 1 | \$5,000.00 | \$5,000.00 |
| 2104.501 | Remove Curb and Gutter | LF | 760 | \$5.00 | \$3,800.00 |
| 2104.505 | Remove Concrete Pavement | SY | 700 | \$5.00 | \$3,500.00 |
| 2104.505 | Remove Concrete Driveway Pavement | SY | 912 | \$6.00 | \$5,472.00 |
| 2104.509 | Remove Casting | EA | 4 | \$250.00 | \$1,000.00 |
| 2104.511 | Sawing Concrete Pavement (Full Depth) | LF | 500 | \$7.00 | \$3,500.00 |
| 2105.501 | Common Excavation (P) | CY | 1,000 | \$6.00 | \$6,000.00 |
| 2105.525 | Topsoil Borrow (LV) | CY | 60 | \$30.00 | \$1,800.00 |
| 2105.604 | Geogrid | SY | 2,000 | \$4.00 | \$8,000.00 |
| 2112.604 | Subgrade Preparation | SY | 2,000 | \$2.00 | \$4,000.00 |
| 2211.607 | Aggregate Base | CY | 500 | \$25.00 | \$12,500.00 |
| 2301.529 | Reinforcement Bars (Epoxy Coated) | LB | 800 | \$3.00 | \$2,400.00 |
| 2301.604 | Concrete Pavement 7.0" | SY | 1,700 | \$50.00 | \$85,000.00 |
| 2502.541 | 4" Perforated Drain Tile | LF | 1,240 | \$3.00 | \$3,720.00 |
| 2506.516 | Casting Assembly, Type A | EA | 4 | \$1,000.00 | \$4,000.00 |
| 2531.501 | Concrete Curb and Gutter, Design B624 | LF | 1,320 | \$15.00 | \$19,800.00 |
| 2531.507 | 6" Concrete Driveway Pavement | SY | 912 | \$50.00 | \$45,600.00 |
| 2563.601 | Traffic Control | LS | 1 | \$2,000.00 | \$2,000.00 |
| 2573.530 | Storm Drain inlet Protection | EA | 4 | \$100.00 | \$400.00 |
| 2575.501 | Seeding | SY | 1500 | \$3.00 | \$4,500.00 |
| TOTAL CONSTRUCTION COST | | | | | \$221,992.00 |
| EALC | | | | | \$55,498.00 |
| Total | | | | | \$277,490.00 |

2012 AJ No. ##### - PAVING
 EAST GRAND FORKS, MINNESOTA
 Concrete

1 Paving Calculations

Construction \$730,410.00
 Plans & Specifications \$87,649.20
 Staking & Inspection \$73,041.00
 Administration \$21,912.30
 Contingencies \$29,216.40
 Assessment roll \$7,304.10
TOTAL \$949,533.00

Assessment Rate 30%

CITY REDUCTION OF CONSTRUCTION COST \$864,673.10
 TOTAL PROJECT COSTS TO BE ASSESSED TO PROPERTY OWNERS \$284,859.90

Front Footage's
 AUD PLAT OF OUTLOTS 17 THRU 64 0.00
 AUD PLAT OF OUTLOTS 65 THRU 94 1,212.32
 REPLAT OF OUTLOT 22 0.00
 GATEWAY EAST ADD 537.03
 GATEWAY EAST 2ND RESUB 905.29
TOTAL 2,654.64

End Footage's
 AUD PLAT OF OUTLOTS 17 THRU 64 658.20
 AUD PLAT OF OUTLOTS 65 THRU 94 294.68
 REPLAT OF OUTLOT 22 280.74
 GATEWAY EAST ADD 0.00
 GATEWAY EAST 2ND RESUB 0.00
TOTAL 1,233.62

Front Assessment Rate \$92.913942 / front foot
 End Assessment Rate \$30.971314 / end foot

2 NE Paving Calculations

Construction \$221,992.00
 Plans & Specifications \$22,199.20
 Staking & Inspection \$11,099.60
 Administration \$8,879.68
 Contingencies \$11,099.60
 Assessment roll \$2,219.92
TOTAL \$277,490.00

Assessment Rate 100%

CITY REDUCTION OF CONSTRUCTION COST \$0.00
 TOTAL PROJECT COSTS TO BE ASSESSED TO PROPERTY OWNERS \$277,490.00

Front Footage's
 AUD PLAT OF OUTLOTS 17 THRU 64 589.53
 AUD PLAT OF OUTLOTS 65 THRU 94 589.36
 REPLAT OF OUTLOT 22 0.00
 GATEWAY EAST ADD 0.00
 GATEWAY EAST 2ND RESUB 0.00
TOTAL 1,178.89

Front Assessment Rate \$235.382436 / front foot

2012 AJ No. #####- PAVING
EAST GRAND FORKS, MINNESOTA
CONCRETE

| PARCEL No. | OWNER | DESCRIPTION | 15th ST NE PAVING | | 2nd AVE NE PAVING | | TOTAL ASSESSMENT BEFORE INTEREST |
|--|--------------------------------|---|-------------------|-----------------------------|-------------------|---------------------------|----------------------------------|
| | | | FRONT FOOTAGE | \$ FRONT BENEFIT \$82.91394 | END FOOTAGE | \$ END BENEFIT \$30.97131 | |
| AUD PLAT OF OUTLOTS 17 THRU 64 | | | | | | | |
| R 83.02281.00 | SIXTEEN HUNDRED GEN AVE PTNSHP | Lot-021 * | | \$0.00 | 94.75 | \$2,934.53 | \$2,934.53 |
| R 83.02283.00 | RIVERVIEW HEALTHCARE ASSC | Lot-024 WLY 197 FT OF O L 23 & NLY 24 FT OF WLY 197 FT OF ELY 53.70 FT OF O L 23 & ALL OF 24 (EX NLY 24 FT & SLY 20 FT OF WLY 197 FT OF O L 24) | | \$0.00 | 97.05 | \$3,005.77 | \$3,005.77 |
| R 83.02284.00 | POLK COUNTY | S 20 FT OF W 197 FT OF O L 24 | | \$0.00 | 65.17 | \$2,018.40 | \$2,018.40 |
| R 83.02284.01 | IRVIN M & JANE A GALSTAD | Lot-025 E 53.70 FT OF N 20 FT OF | | \$0.00 | 15.72 | \$486.87 | \$486.87 |
| R 83.02285.00 | POLK COUNTY | Lot-025 N 20 FT OF W 197 FT OF | | \$0.00 | 4.29 | \$132.87 | \$132.87 |
| R 83.02285.01 | IRVIN M & JANE A GALSTAD | Lot-025 E 53.70 FT OF S 60 FT OF | | \$0.00 | 15.71 | \$486.56 | \$486.56 |
| R 83.02286.00 | POLK COUNTY | Lot-026 * | | \$0.00 | 12.86 | \$398.29 | \$398.29 |
| R 83.02286.01 | EAST SIDE DAIRY QUEEN CO | Lot-026 S 60 FT OF W 197 FT OF | | \$0.00 | 10.49 | \$324.89 | \$324.89 |
| R 83.02286.02 | IRVIN M & JANE A GALSTAD | Lot-026 S 60 FT OF W 197 FT OF | | \$0.00 | 47.14 | \$1,459.99 | \$1,459.99 |
| R 83.02286.00 | RANDY & MARY EKREN | Lot-036 * | | \$0.00 | | \$0.00 | \$0.00 |
| R 83.02297.00 | KEITH & CAROL M. BLOMQUIST | Lot-037 * | | \$0.00 | | \$0.00 | \$0.00 |
| R 83.02298.00 | PAUL D & DIANE C HAGEMAN | Lot-038 * | | \$0.00 | 5.55 | \$171.89 | \$171.89 |
| R 83.02299.00 | SCOTT ZIMBELMAN | Lot-039 * | | \$0.00 | 100.00 | \$3,097.13 | \$3,097.13 |
| R 83.02300.00 | DAVID N & MARIELLE J EISCHENS | Lot-040 (EX NLY 79.5 FT) | | \$0.00 | 109.97 | \$3,405.92 | \$3,405.92 |
| R 83.02300.02 | JERRY INVESTMENTS, LLC | NLY 79.5 FT OF O L 40 | | \$0.00 | 79.50 | \$2,462.22 | \$2,462.22 |
| SUBTOTAL AUD PLAT OF OUTLOTS 17 THRU 64 | | | 0.00 | \$0.00 | 658.20 | \$20,385.33 | \$138,765.00 |
| AUD PLAT OF OUTLOTS 65 THRU 94 | | | | | | | |
| R 83.02857.00 | EAST GRAND FORKS CITY | OUTLOTS 84, 85 & 94 | 1,212.32 | \$112,641.43 | 294.68 | \$9,126.63 | \$138,725.00 |
| SUBTOTAL AUD PLAT OF OUTLOTS 65 THRU 94 | | | 1,212.32 | \$112,641.43 | 294.68 | \$9,126.63 | \$260,493.06 |
| REPLAT OF OUTLOT 22 | | | | | | | |
| R 83.03084.00 | NANCY A PULKRABEK | Lot-00A * | | \$0.00 | 200.00 | \$6,194.26 | \$6,194.26 |
| R 83.03085.00 | WADE L WILLYARD | Lot-00B * | | \$0.00 | 80.74 | \$2,500.62 | \$2,500.62 |
| SUBTOTAL REPLAT OF OUTLOT 22 | | | 0.00 | \$0.00 | 280.74 | \$8,694.88 | \$8,694.88 |
| GATEWAY EAST ADD | | | | | | | |
| R 83.03115.01 | MELFORD J & ELMEDA M JOHNSON | Lot-001 Block-002 EAST 257.03 FT OF | 257.03 | \$23,881.67 | | \$0.00 | \$23,881.67 |
| R 83.03116.00 | HANGUN PROPERTIES, INC | Lot-002 Block-002 (EX .28 A) | 280.00 | \$26,015.90 | | \$0.00 | \$26,015.90 |
| SUBTOTAL GATEWAY EAST ADD | | | 537.03 | \$49,897.57 | 0.00 | \$0.00 | \$49,897.57 |
| GATEWAY EAST 2ND RESUB | | | | | | | |
| R 83.03320.00 | VALLEY MARKETS INC. | Lot-004 Block-001 | 510.00 | \$47,386.11 | | \$0.00 | \$47,386.11 |
| R 83.03321.00 | BLUE STAR INVESTMENTS, LLP | Lot-005 Block-001 | 225.29 | \$20,932.58 | | \$0.00 | \$20,932.58 |
| R 83.03322.00 | POLK COUNTY | Lot-006 Block-001 | 170.00 | \$15,795.37 | | \$0.00 | \$15,795.37 |
| R 83.03323.00 | POLK COUNTY | Lot-007 Block-001 | | \$0.00 | | \$0.00 | \$0.00 |
| SUBTOTAL GATEWAY EAST 2ND RESUB | | | 905.29 | \$84,114.06 | 0.00 | \$0.00 | \$84,114.06 |
| GRAND TOTAL 2011 AJ No. ##### | | | 2,654.64 | \$246,653.06 | 1,233.62 | \$38,206.84 | \$562,349.90 |

Request for Council Action

Date: 7/5/2013

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

Cc: File

From: Jason Stordahl, Public Work Director

RE: Panel Replacement

Background:

The intersection of James Ave. SE and River Dr. SE was torn up last year to replace a faulty storm sewer pipe and related catch basin. At that time we decided not to replace the street panels because we wanted to let the fill material have one freeze thaw season to settle.

Present:

The fill material has now had one freeze thaw season to settle, and it is now time to replace the street panels. I received two estimates for panel replacement. Please see below.

Cariveau Concrete Construction \$11,904

H&S Construction \$12,242

Recommendation: Award job to Cariveau Concrete Construction for \$11,904.

CARIVEAU CONCRETE
CONSTRUCTION
23357 425th Ave. S.W.
EAST GRAND FORKS

477550

973.2381-doug

Statement MINNESOTA PA 56721 DATE 5/21, 2013

TERMS

TO City of East Grand Forks
Street repair
Corner of James Ave + River Dr. S.E.

IN ACCOUNT WITH

| | | |
|------------------------------------|----------------------|--------------------|
| 18x32 Sawcut + Breakout | | 950. ⁰⁰ |
| Replace @ 7 inch depth, #4 rebar | | |
| 2 foot on center 4000 PSI MIX | | |
| 18x82 and 10x23 1/2 | | |
| 1711 SQ FT TOTAL | | |
| AREA REPLACED | 10354. ⁰⁰ | |
| Total Labor + Material | 11304. ⁰⁰ | |
| OPTIONAL - ROTO HAMMER REBAR | | |
| STUBS into existing street + | | |
| curb area | 500. ⁰⁰ | |
| Sawcutting - \$1.00 per lined foot | | |
| 7 inch deep - estimated 100 L.F. | 100. ⁰⁰ | |
| all other repair are extra | | |

| | | | |
|---------|--------------|--------------|--------------|
| CURRENT | OVER 30 DAYS | OVER 60 DAYS | TOTAL AMOUNT |
|---------|--------------|--------------|--------------|

H & S Construction
 17279 US Hwy 59NE
 Thief River Falls, MN 56701

7/2/2013 1703

City of East Grand Forks
 1001 2nd St NE
 East Grand Forks Mn 56721
 Att: Jason

218.681.5503

218.681.7063

River Drive

| | | | |
|--|-------|----------|----------|
| Remove and replace 7" paving | 576 | 7.00 | 4,032.00 |
| Furnish & install 7" paving with #4 reinforcing | 1,173 | 7.00 | 8,211.00 |
| Remove Manhole and install chimney seal and set height | 1 | 750.00 | 750.00 |
| Widen & silicone | 1 | 1,000.00 | 1,000.00 |

If any Additional Information is Required Please Call Robert Audette
 @218.686.9308

\$13,993.00

Request for Council Action

Date: 7/5/2013

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

Cc: File

From: Jason Stordahl, Public Work Director

RE: 15' mower

Consider approving the request to approve:

The 2013 capital improvement plan has \$20,000 budgeted (General Fund) for a new rotary mower. We have received quotes for the following vendors:

TriSteel Manufacturing Company \$22,305

True North Equipment \$18,400

Recommendation: Approve the purchase of John Deere CX15 Rotary Mower from True North Equipment for \$18,400.



Quote Id: 8245128

Customer: EAST GRAND FORKS STREET DEPT

Quote Summary

| | | |
|---|--|---|
| Prepared For: EAST GRAND FORKS STREET DEPT 1001 2ND ST NE EAST GRAND FORKS, MN 56721 Business: 701-543-3441 | Prepared By: Casey Olson TRUE NORTH EQUIPMENT CO. 5101 GATEWAY DRIVE GRAND FORKS, ND 58203 Phone: 701-746-4436 colson@truenorthequipment.com | Quote Id: 8245128 Created On: June 13, 2013 Last Modified On: June 13, 2013 Expiration Date: June 28, 2013 |
|---|--|---|

| Equipment Summary | Selling Price | Qty | Extended |
|--|----------------------|------------|-----------------|
| JOHN DEERE CX15 Flex-Wing Rotary Cutter - 1000 RPM Stump Jumpers - Single Suction Blades | \$ 18,400.00 X | 1 = | \$ 18,400.00 |

Equipment Total **\$ 18,400.00**

| Trade In Summary | Qty | Each | Extended |
|-------------------------|------------|-------------|-----------------|
| ALAMO 15' - 04004 | 1 | \$ 1,500.00 | \$ 1,500.00 |
| PayOff | | | \$ 0.00 |
| Total Trade Allowance | | | \$ 1,500.00 |

Trade In Total **\$ 1,500.00**

| Quote Summary | |
|----------------------|---------------------|
| Equipment Total | \$ 18,400.00 |
| Trade In | \$ (1,500.00) |
| SubTotal | \$ 16,900.00 |
| Total | \$ 16,900.00 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 16,900.00 |

Salesperson : X _____

Accepted By : X _____



Custom Built Equipment....
"You Name It... We Build It"

3001N. Washington St.
P O Box 14716
Grand Forks, ND 58208-4716

Fax (701) 772-8147
Telephone (800) 279-2689
Local (701) 772-5591

MANUFACTURING COMPANY

Date: 6-25

To: Stuart Koval

Fax No.: 773-5615

City of E. Grand Forks

Pages: 1

From: Scott Barclay

Parts Dept

Remarks:

Bat wing 14' mower Quote

PTO - 1 3/8" - 1000 RPM C/U

Tire 29 Agr Ccutt Foam Filled

Axle walking tandem

single Row chain Sheilding

BW1620xQW x-Frame Duty \$ 22,305

~~BW126xHDQW 10.5 Heavy Duty \$ 14,969~~

Please let us know if you did not receive all the pages.

STATE OF MINNESOTA

LEASE

LEASE NO. **PS0343**

THIS LEASE AGREEMENT is made by and between City of East Grand Forks, 600 DeMers Avenue NW, East Grand Forks, MN 56721, hereinafter referred to as LESSOR, and the STATE OF MINNESOTA, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of Driver and Vehicle Services, Department of Public Safety.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW THEREFORE, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts a lease of the following described Leased Premises located in the City of East Grand Forks, County of Polk, Minnesota 56721:

Approximately three hundred sixty five (365) square feet on the first floor of the Civic Center and use of the lobby area for customer overflow

2. **USE** LESSEE shall use and occupy the Leased Premises only as driver exam station and for such related activities.

3. **LEASE TERM**

- 3.1 The term of this Lease Agreement is three (3) years, commencing July 1, 2013 and continuing through June 30, 2016, between the hours of 9:30 a.m. and 3:30 p.m. on Wednesday of each week, holidays excepted. When not used on a holiday, an alternative day may be substituted, as required and if available.
- 3.2 LESSOR and LESSEE hereby agree that a change in the hours or day(s) of use may be made by mutual agreement in writing between the parties, so long as there is no increase in usage.

4. **PAYMENT OF RENT**

- 4.1 **Rent Payment** As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, LESSEE agrees to pay to LESSOR a quarterly rental rate of three hundred twenty five and no/100 dollars (\$325.00), resulting in a total rental amount not to exceed thirteen hundred and no/100 dollars (\$1,300.00) per year.
- 4.2 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension or renewal thereof.

5. **OPTION TO RENEW**

- 5.1 LESSOR further grants and LESSEE accepts the right to one (1) option to renew this Lease Agreement for a period of two (2) years at the same terms, conditions and rental rate as this Lease Agreement.
- 5.2 To exercise the above noted option, LESSEE must indicate in writing its intent to exercise said option thirty (30) days prior to the expiration date of this Lease Agreement.

6. **TERMINATION**

- 6.1 In the event that the Minnesota State Legislature does not appropriate to the ____ funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by LESSEE upon giving thirty (30) days written notice.
- 6.2 Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease is subject to cancellation upon thirty (30) days written notice by LESSEE for any reason except lease of other non-state-owned land or premises for the same use.
- 6.3 Notwithstanding Clauses 6.1 and 6.2 above, this Lease may be terminated by LESSEE for any reason at any time upon giving thirty (30) days prior written notice to LESSOR.

7. **DUTIES OF LESSOR**

- 7.1 LESSOR shall furnish and provide, at its expense, the following:
- a. Utilities, restrooms, janitorial and trash removal services
 - b. Desk, tables, and chairs as required

- 7.2 Disability Access Guidelines LESSOR agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements including, but not limited to: Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- 7.3 Management LESSOR agrees that in exercising its management responsibilities of the property which the Leased Premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

8. **DUTIES OF LESSEE**

- 8.1 LESSEE covenants that at the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Premises shall remain a part thereof and shall not be removed unless LESSOR elects to permit removal.
- 8.2 Smoking Pursuant to Minn. Stat. 16B.24, subd. 9, LESSOR and LESSEE shall not permit smoking in the Leased Premises.
- 8.3 Energy Conservation LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

9. **INSURANCE; LIABILITY**

- 9.1 Property Damage It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease Agreement, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.
- 9.2 Liability LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible

for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat., §3.736, and other applicable law.

10. **DESTRUCTION** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable, the rent shall be abated from the time of such damage and LESSEE shall have the option of terminating this Lease Agreement immediately or allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Leased Premises to a tenable condition.
11. **MAINTENANCE AND REPAIRS**
 - 11.1 It shall be the duty of LESSOR to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
 - 11.2 LESSOR shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.
12. **AUDIT** Pursuant to Minn. Stat., §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease Agreement shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
13. **AFFIRMATIVE ACTION**
 - 13.1 For all contracts in excess of \$100,000.00, LESSOR shall comply with the following:
 - a. LESSOR certifies pursuant to Minn. Stat. §363A.36 that LESSOR has not had more than forty (40) full-time employees within the State of Minnesota at any time during the previous twelve (12) months; OR
 - b. If LESSOR has had more than forty (40) full-time employees within the State of Minnesota on a single working day during the previous twelve (12) months, that it has an affirmative action plan pursuant to the requirements of Minn. Stat. §363 for the employment of minority persons, women and qualified disabled individuals approved by the State of Minnesota, Commissioner of Human Rights; OR
 - c. If LESSOR has not had forty (40) full-time employees within the State of Minnesota on a single working day during the previous twelve (12) months, but

has had more than forty (40) full-time employees on a single working day during the previous twelve (12) months in the state in which it has its primary place of business, then:

- (i) LESSOR has current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; OR
- (ii) LESSOR certifies that it is in compliance with federal Affirmative Action requirements.

13.2 Minnesota Rule 5000.3550 - Disabled Individuals Affirmative Action Clause

- a. LESSOR shall not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. LESSOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. LESSOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- c. In the event of LESSOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- d. LESSOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state LESSOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employee.
- e. LESSOR shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that LESSOR is bound by the terms of Minn. Stat. §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

14. **DEFAULT BY LESSOR** If LESSOR shall default in the performance of any of the terms or provisions of this Lease Agreement; LESSEE shall promptly so notify LESSOR in writing. If

LESSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and LESSOR shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSEE may cure such default and any reasonable and actual expenses paid by LESSEE shall be paid by LESSOR to LESSEE within ten (10) days after statement therefore is rendered. LESSEE shall have a specific right to set-off any such amounts against any rent payments or other amounts due under this Lease Agreement. In lieu of curing said default, LESSEE shall have the specific right to set-off against any rent payments or other amounts due under this Lease Agreement any damages incurred through the LESSOR'S breach. This provision in no way limits LESSEE'S other remedies for breach under common law or this Lease Agreement.

15. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

15.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minn. Stat. §13.08, apply to LESSOR and LESSEE.

15.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Clause, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR'S response shall comply with applicable law, including that the response is timely and, if LESSOR denies access to the data, that LESSOR'S response references the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

16. **NOTICES**

All notices or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR:

City of East Grand Forks
City Administrator
600 DeMers AvenueNW
East Grand Forks, MN 56721

LESSEE:

Accounts Payable
Department of Public Safety
444 Cedar St Ste 126
St Paul MN 55101-5126

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IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:

City of East Grand Forks

Lessor certifies that the appropriate person(s) have executed the Lease Agreement on behalf of Lessor as required by applicable articles, bylaws, resolutions, or ordinances.

By _____

Title _____

Date _____

By _____

Title _____

Date _____

LESSEE:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
Delegated to

By _____

Title _____

Date _____

APPROVED:

STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15. and §16C.05.

By Holly Koller

Date 6/17/13

Contract No. FM4 Funds

PO No. _____

CITY OF EAST GRAND FORKS

ORDINANCE NO. _____, 4th Series

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS AMENDING CHAPTER 130: GENERAL OFFENSES, BY ADDING SECTION 130.08 TRESPASSING TO THE CITY CODE AND BY ADOPTING BY REFERENCE CITY CODE TITLE I, CHAPTER 10 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY OF EAST GRAND FORKS ORDAINS:

Section 1. That Chapter 130 entitled “General Offenses” shall add the following Section:

130.08 TRESPASSING.

(A) Whoever intentionally does any of the following acts shall be guilty of a trespass:

(1) Enter upon the premises of another and, without claim of right, refuse to depart therefrom on demand of the lawful possessor thereof, his or her agent or a police officer;

(2) Enter upon the premises of another, without the permission of the owner or occupant, and is in an area not used by the public at that time, unless said entry was accidental or the person is an invitee or licensee;

(3) Enter upon the premises of another without the permission of the owner or occupant when “No Trespassing” signs are displayed on the property or to enter upon those parts of the premises that are signed “Employees Only” or “Authorized Personnel Only” or similar such signs;

(4) Enter upon the premises of another with intent to take or injure any fruit or fruit trees or vegetables growing thereon without the permission of the owner or occupant;

(5) Enter upon the premises of another, without the permission of the owner or occupant, for the purpose of prowling, window peeping or unauthorized invasion of the rights of the owner or occupant of such property;

(6) Without the permission of the owner or occupant, leave or deposit on the premises of another any trash, rubbish or garbage;

(7) Operate any self-propelled, motorized vehicles:

(a) Upon private property without the written permission of the owner or person entitled to possession thereof; subject, however, to the following:

1. Subsection (a) of this division does not apply to motor vehicles licensed under M.S. Chapter 171, as it may be amended from time to time, when operated upon private

driveways, roadways, lanes, ways or parking lots where the operation of licensed motor vehicles is not expressly prohibited by posted notice;

2. No person charged under subsection (a) of this division shall be convicted if he or she produces in court or at the office of the arresting officer satisfactory written evidence that at the time of the arrest, his or her presence upon the private property was authorized by the owner or person entitled to possession thereof;

(b) Upon any public property, school ground, park property, playground, levee, recreation area or golf course, except as and at such times as the proper authorities may authorize or designate.

(B) PROPERTY OF ANOTHER as used in this section means property in which a person other than the actor has an interest which the actor has no right to defeat or impair.

(C) SELF-PROPELLED, MOTORIZED VEHICLE as used in this section means ANY vehicle which is self-propelled.

(D) VEHICLE means every devise in, upon or by which any person or property is or may be transported or drawn.

Section 2. City Code Title I, Chapter 10 entitled "General Provisions" applicable to entire city code including penalty for violation and Section 10.99 entitled "General Penalty" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. This ordinance shall take effect and be in force from and after its passage and publication and be given the Number ____, 4th Series.

VOTING AYE: _____
VOTING NAY: _____
ABSENT: _____

The President declared the Ordinance passed.
Attest:

City Administrator

President of Council

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

Mayor

Request for Council Action

Date: July 5, 2013

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

Cc: File

From: Karl Lindquist & Karla Anderson

RE: Sewage Fees

There is approximately \$3.3 million dollars in the Sewage Fund as of July 3, 2013. This amount also includes the funds designated for the waste water treatment project. If a flat \$5.00 dollar fee was added to the sewage fixed rate, based on only the residential and apartment buildings, the amount added to revenue over a 12 month period would be \$239,438.

After speaking with the Public Works Director, items and purchases that will be made from this fund in 2013 include replacement pumps and transducers, routine maintenance on all of the lift stations, the force main replacement project, replacing the fence at the lagoons, and possible upgrades to lift stations if or when needed. He stated that all of the money budgeted this year for waste water will be used.

The Public Works Director will be presenting the current state of the waste water system to the council at the August 13th Work Session or sooner if possible.

Megan Nelson

From: Karl Lindquist [klindquist@egf.mn]
Sent: Wednesday, July 03, 2013 12:47 PM
To: Lynn Stauss; City Council
Cc: Greg Boppre; Karla Anderson
Subject: FW: Waste Water Treatment Projects

To: Mayor Stauss and the EGF City Council
From: Karl Lindquist
Subject: Waste Water Treatment Alternatives

Date: July 3, 2013

The City has asked the Governor to include \$10 million in the State's 2014 bonding bill for the construction of a waste water project. But before the City's request can be approved, the City Council will have to decide which project is going to be built to resolve the City's waste water problem.

It appears to me that there are three viable alternatives that have been suggested to resolve the City's waste water treatment problem. Those three alternatives are the interconnect project, an updated lagoon system, and an updated lagoon system coupled with a phosphorous treatment system.

If the present value cost of the interconnect project is lower than the present value cost of the other two alternatives, then why wouldn't the City Council consider the interconnect project?

I have heard a number of reasons:

1. We don't want to lose control.
2. We want to remain independent.
3. What will we do if the pipe under the river breaks?
4. What will we do if Grand Forks arbitrarily raises our rates and not the others' rates?
5. We don't trust the numbers. What are the true present value costs for each alternative?

The purpose of this memorandum is to address Question No. 5. If the Council is to make an informed decision, the Council has to have confidence in the City Engineer's prediction of the construction costs for each alternative.

City Engineer Greg Boppre and WSN are now busy working on the computation of the "best current estimate" of the construction costs for each of the three alternatives. Boppre is updating his estimates by looking at the most expensive components for each alternative, and then carrying the design of those components a little farther than he has in the past.

When Boppre completes his construction cost estimates for all three alternatives, the present value cost of the three alternatives will then be computed.

It will be assumed that the construction costs for all three alternatives are paid by borrowing funds from the State and/or Federal governments. The annual repayment of principle and interest, along with any other expected and predictable annual operating costs, will then be used in the present value computations.

We will also use the "old" Grand Forks/East Grand Forks Cost of Service Agreement (COSA) to estimate the additional annual costs and fees for the interconnect project. Those costs and fees will be used in the present value computation for the interconnect project.

If the present value cost of the interconnect project comes in lower than the other two projects, then the Council should probably consider requesting an updated COSA from Grand Forks.

On Thursday, June 27, 2013, Council President Buckalew, Council Vice-President Leigh, and I met with Todd Feland, Grand Forks Public Works Director. The purpose of our meeting was to determine whether it would still be possible for the two cities to cooperate in the preparation of an updated COSA for the interconnect project.

Mr. Feland thought that cooperation between the cities in the development of an updated COSA was still a possibility. But this time around, the Council should probably be prepared to possibly pay something for an updated COSA.

After the updated COSA is complete, the present value of the costs associated with the interconnect project could be re-computed.

The final step would be to compute the sewage rates the residents would be charged in order to pay for each of the three alternatives. With that information, the Council could then address the other non-monetary concerns about the interconnect project, and perhaps make a final decision on which of the three alternatives is best for the City.