

**AGENDA  
OF THE CITY COUNCIL  
CITY OF EAST GRAND FORKS  
TUESDAY, DECEMBER 3, 2013 - 7:00 P.M.**

**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.” If you would like to address the City Council, please come up to the podium to do so.”*

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of November 19, 2013.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of November 26, 2013.

**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 Snow Removal Agreement between the City of East Grand Forks and the residents in Pinehurst Court for snow removal services until May 1, 2014.
4. Consider adopting Resolution No. 13-12-114 approving the worker’s compensation coverage for elected officials for 2014.
5. Consider approving waiving the limit of a single occurrence without purchasing excess liability coverage for 2014.

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

**NONE**

**COMMUNICATIONS: NONE**

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

6. Consider approving Ordinance No. 11, 4<sup>th</sup> Series Annexing That Part Of Government Lot One (1), Section Eighteen (18), Township One Fifty-One (151) North, Range Forty-Nine (49), West Of The Fifth Principal Meridian, Polk County, Minnesota. (1<sup>st</sup> Reading).
7. Consider adopting Resolution No. 13-12-115 approving the amendment to the engineering contract and setting the fees for the upcoming waste water project.
8. Consider adopting Resolution No. 13-12-116 approving the amendments to the waste water facility plan and submitting the plan to MPCA for review.
9. Consider adopting Resolution No. 13-12-117 approving the 2013 Tax Levy, Collectable in 2014.
10. Consider adopting Resolution No. 13-12-118 approving the 2014 Budget and to authorize specific financial related activities.

**CLAIMS:**

11. Consider adopting Resolution No. 13-12-119 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 17457 for a total of \$1,603.97 whereas Council Member Buckalew is personally interested financially in the contract.
12. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

**COUNCIL/STAFF REPORTS:**

**ADJOURN:**

Upcoming Meetings:

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

**UNAPPROVED MINUTES  
OF THE CITY COUNCIL  
CITY OF EAST GRAND FORKS  
TUESDAY, NOVEMBER 19, 2013 - 5:00 P.M.**

**CALL TO ORDER:**

*The Regular Meeting of the East Grand Forks City Council for November 19, 2013 was called to order by Council President Buckalew at 5:00 P.M.*

**CALL OF ROLL:**

*On a Call of Roll the following members of the East Grand Forks City Council were present: Council President Craig Buckalew, Council Vice President Greg Leigh, Council Members Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel.*

*Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; and Jim Richter, EDHA Director.*

**DETERMINATION OF QUORUM:**

*The Council President Determined a Quorum was present.*

**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.” If you would like to address the City Council, please come up to the podium to do so.”*

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of November 5, 2013.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of November 12, 2013.

**A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE ITEMS ONE (1) THROUGH TWO (2).**

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.  
Voting Nay: None.*

**SCHEDULED BID LETTINGS: NONE**

**SCHEDULED PUBLIC HEARINGS: NONE**

**CONSENT AGENDA:**

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

Council member Vetter asked to have item five pulled from consent. Mr. Murphy asked to have item six pulled from consent. Council President Buckalew stated these two items would be added to new business.

- 3. Consider approving the agreement between the City of East Grand Forks and Thur-O-Clean for cleaning services for City Hall to begin on January 1, 2014.
- 4. Consider approving the agreement between the City of East Grand Forks and Thur-O-Clean for cleaning services for the Police Department to begin on January 1, 2014.
- 5. Consider adopting Resolution No. 13-11-107 declaring that the City of East Grand Forks acts as the legal sponsor for the FY 2013-2014 funding to the State of Minnesota Department of Natural Resources for the trail maintenance of snowmobile trails managed by the Red River Snowmobile Club.
- 6. Consider adopting Resolution No. 13-11-109 authorizing the City Council to order that the following costs, with interest charged at 10% per year beginning on January 1, 2014 for mowing grass on the listed properties be certified to the County Auditor for collection with the 2014 real estate taxes.

**A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LEIGH, TO APPROVE ITEMS THREE (3) THROUGH FOUR (4).**

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.  
Voting Nay: None.*

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

- 7. Regular meeting minutes of the Water, Light, Power, and Building Commission Meeting for October 17, 2013.
- 8. Regular meeting minutes of the Planning Commission Meeting for October 10, 2013.

**COMMUNICATIONS: NONE**

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

9. Consider adopting Resolution No. 13-11-110 approving the change orders for 2013 City Project No. 3 – Police Building Improvement Project.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 13-11-110 APPROVING THE CHANGE ORDERS FOR 2013 CITY PROJECT NO. 3 – POLICE BUILDING IMPROVEMENT PROJECT.**

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.*

*Voting Nay: None.*

10. Consider adopting Resolution No. 13-11-111 correcting the special assessments to parcel number 83.04368.00 in Point of Woods 5<sup>th</sup> Addition.

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADOPT RESOLUTION NO. 13-11-111 CORRECTING THE SPECIAL ASSESSMENTS TO PARCEL NUMBER 83.04368.00 IN POINT OF WOODS 5<sup>TH</sup> ADDITION.**

Council member Vetter asked if there was a process put in place to make sure this does not happen again. Mr. Galstad stated that the City will make sure this isn't going to happen again and how if a replat will be taking place the Administration Office will be notified, a recapture of the special assessments will be done, and then recertified by the City Council. He added that the records do not show that the recapture for this replat brought back to council to be certified. Ms. Ellis clarified that the proper procedure was followed for the replat, it was the recapture that was not done properly. Council President Buckalew asked Mr. Murphy if he was comfortable with the process. Mr. Murphy said how he is comfortable with where the process is going. He added that there are departments that will be meeting on this topic to make sure everything is covered and possibly to involve the County so everyone is on the same page. Mr. Galstad stated that there has been difficulty in the past since the County will record any legal document for a split that wasn't approved by the City even if it goes against the city code. Council member Olstad asked where the money would be coming from. Mr. Galstad stated that it will be the City's responsibility since there is no legal action he can find have the developer to pay the difference.

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.*

*Voting Nay: None.*

11. Consider approving the amendment to Lease Agreement No. 11874 between the City of East Grand Forks and the Minnesota Department of Natural Resources extending the time of lease through November 30, 2015.

**A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER VONASEK, TO APPROVE THE AMENDMENT TO LEASE AGREEMENT NO. 11874 BETWEEN THE CITY OF EAST GRAND FORKS AND THE MINNESOTA**

**DEPARTMENT OF NATURAL RESOURCES EXTENDING THE TIME OF LEASE THROUGH NOVEMBER 30, 2015.**

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.*

*Voting Nay: None.*

12. Consider adopting Resolution No. 13-11-112 approving the change order for 2013 City Project No. 2 – Watermain and Forcemain replacement.

**A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 13-11-112 APPROVING THE CHANGE ORDER FOR 2013 CITY PROJECT NO. 2 – WATERMAIN AND FORCEMAIN REPLACEMENT.**

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.*

*Voting Nay: None.*

13. Consider granting preliminary approval to amend the City’s Comprehensive Plan to include the update to the Long Range Transportation Plan – Street/Highway Element.

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER VONASEK, TO GRANT PRELIMINARY APPROVAL TO AMEND THE CITY’S COMPREHENSIVE PLAN TO INCLUDE THE UPDATE TO THE LONG RANGE TRANSPORTATION PLAN – STREET/HIGHWAY ELEMENT.**

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.*

*Voting Nay: None.*

5. Consider adopting Resolution No. 13-11-107 declaring that the City of East Grand Forks acts as the legal sponsor for the FY 2013-2014 funding to the State of Minnesota Department of Natural Resources for the trail maintenance of snowmobile trails managed by the Red River Snowmobile Club.

**A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADOPT RESOLUTION NO. 13-11-107 DECLARING THAT THE CITY OF EAST GRAND FORKS ACTS AS THE LEGAL SPONSOR FOR THE FY 2013-2014 FUNDING TO THE STATE OF MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR THE TRAIL MAINTENANCE OF SNOWMOBILE TRAILS MANAGED BY THE RED RIVER SNOWMOBILE CLUB.**

Council member Vetter asked if the City collects an administration fee for this because of all of the requirements put on the City including worker’s compensation coverage. He also asked if Mr. Galstad had a chance to review this contract. Mr. Galstad stated that no employees work on grooming the trails but the City could check to see if a ryder would need to be added for coverage. He added that this contract has been in place for many years. Ms. Anderson informed the council that the City already has a ryder covering volunteers but she will check to see if groomers would be covered. Ms. Nelson also

informed the council that the snowmobile club handles everything, completes all of the paperwork, and brings in the items that need a signature from the City Administrator so the time spent on this is very minimal.

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.*

*Voting Nay: None.*

6. Consider adopting Resolution No. 13-11-109 authorizing the City Council to order that the following costs, with interest charged at 10% per year beginning on January 1, 2014 for mowing grass on the listed properties be certified to the County Auditor for collection with the 2014 real estate taxes.

Mr. Murphy explained to the council how parcel 83.01939.00 had been purchased but the title company did not verify any pending assessments of this property with the City. He stated how he had spoken with the new owners and they were going to check with the title company and see if the title company would make the payment. He suggested the resolution be amended and have that parcel be removed from being assessed. Ms. Nelson stated she would amend the resolution so it would not include parcel 83.01939.00.

**A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT THE AMENDED RESOLUTION NO. 13-11-109 AUTHORIZING THE CITY COUNCIL TO ORDER THAT THE FOLLOWING COST, WITH INTEREST CHARGED AT 10% PER YEAR BEGINNING ON JANUARY 1, 2014 FOR MOWING GRASS ON THE LISTED PROPERTY BE CERTIFIED TO THE COUNTY AUDITOR FOR COLLECTION WITH THE 2014 REAL ESTATE TAXES.**

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.*

*Voting Nay: None.*

#### **CLAIMS:**

14. Consider adopting Resolution No. 13-11-113 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 17335 for a total of \$752.80 whereas Council Member Buckalew is personally interested financially in the contract.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VONASEK, TO ADOPT RESOLUTION NO. 13-11-113 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 17335 FOR A TOTAL OF \$752.80 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.**

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.*

*Voting Nay: None.*

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

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

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.*

*Voting Nay: None.*

**COUNCIL/STAFF REPORTS:**

Council Member Buckalew informed the council about the Coalition of Greater Minnesota Cities Fall Conference in Alexandria he, Mayor Stauss, Mr. Murphy, and Mr. Olstad had attended the week before. He stated how most of the information covered was about the upcoming state legislative session.

Council Member Tweten stated the materials submitted for the packet by Mr. Haugen was very detailed, well put together, and commended him for the good work the MPO is doing.

Council Member Leigh told Mr. Aker what a great job Mr. Swendseid was doing on trimming trees on Bygland Road.

Mr. Murphy said he had two items with the first being an update on a project done in Crookston given by Mr. Strandell on Wednesday afternoon in the Training Room at 4:00pm. He then asked the council members to check their calendars and see if they were available on January 10<sup>th</sup> for the goal setting session.

**BUDGET PRESENTATIONS (Meeting Moving to Training Room):**

**16. Campbell Library Budget Presentation – Charlotte Helgeson**

Ms. Helgeson started her presentation by showing the council the new library logo that was created this year and reminded the council how the Campbell Library is now a four star library. She continued on by reviewing work done to the exterior of the building this year and stated how the plan is to add cameras on the exterior next year since they already have the software set up for the interior of the building. Ms. Helgeson then explained about the additions to the interior of the building which included installing circuit setters in the heating system which should help with the cold spots, replacing the meeting room chairs, replacing carpeting, and replacing baseboard fins.

Ms. Helgeson stated how the Program Coordinator is now a full time position with the Volunteer Coordinator being cut back to part time to stay within the budget. She gave an overview of the new software systems the library will be using which will allow for interlibrary loans, what the staff was currently working on, and how the library is working on strengthening outreach programs. She continued by listing the capital improvement items the library that are upcoming which include replacing laptops, window replacement, and carpet replacement. Council President Buckalew asked what was included already in the budget. Ms. Anderson stated that since the resolution was passed setting aside the building maintenance fund for the next two years most of these items were pushed back in the capital improvement schedule.

Council member Tweten asked how much is accomplished by the volunteers at the library. Ms. Helgeson told the council how all of the volunteers at the library are the equivalent to having another full time person working at the library because they help with so many different projects and events.

### **17. Water & Light Department Budget Presentation – Dan Boyce**

Mr. Boyce began his presentation by reviewing the list of employees and the Water & Light Commissioners. He then began going over the graphs and information he had provided to the council in the packet by first going over water revenue and expenses. He explained how the water depreciation is high and how usually money has to be taken from the electric fund to cover costs. Mr. Olstad asked what is all in depreciation. Ms. Andersons stated that it included all of the capital improvements and equipment. Discussion followed about the Central Sub project that has not been completed yet and how sections of watermain are replaced every year. Council member Tweten added that hopefully changing over from metal to fiberglass will help in the future.

Mr. Boyce continued on with electric revenue and expenses. He talked about the largest expense was purchasing power. He also mentioned the franchise fee that is paid to the City and what goes into the building maintenance fund. Mr. Boyce also told the council about the items that the Water & Light Department takes care of for the City without charging for which include putting up and taking down both the holiday decorations and floodwall. This was followed by a brief overview of Water & Light five year plan for vehicles and equipment and the proposed water and electric rates for 2014. Mr. Boyce stated that if anyone needed more information or had any questions on the information that was discussed he said they could visit him in his office.

A short discussion followed regarding the building maintenance fund, how it was affected by the resolution passed by earlier in the year, and Mr. Boyce suggested the City works with Water & Light on the possibility of making some funding available for the building maintenance fund. Council President Buckalew thanked Mr. Boyce for his suggestion and asked if the pool should be brought up at the goal setting meeting. Mr. Murphy said that the pool project should be included in that discussion and stated that he was going to meet with the department heads the following day to put a priority list together for capital improvements for the meeting next Tuesday.

Council member Vetter asked if the commission had already approved the budget for 2014. Mr. Boyce said they had back in August. Ms. Anderson also stated that \$50,000 line item for energy efficiency needs to be taken out from the City budget because of changes in the requirements for using these funds and told the council how the City will only be able to recoup 25% of a project cost for energy efficiency and how the City will now have to cover the rest of the costs on these projects.

### **18. Park & Recreation Budget Presentation – Dave Aker**

Mr. Aker started his presentation by giving an overview of his department and the number of employees both full time and part time. He pointed out that there are usually two seasonal people hired in the winter but this year he would only like to hire one. Mr. Aker continued with overviews on the job duties in the different areas covered by the department which include flower beds, park areas, and skating rinks. While discussing rinks Mr. Aker mentioned possibly taking out the rink on the south end of town

and putting an ice path around Stauss Park. He added that there have been issues and complaints at this rink. Council member Vetter asked if the rink was used. Mr. Aker stated it was. Council Vice-President Leigh stated they should plan on flooding this rink because it is used frequently. Council member Vetter also suggested flooding the rink and doing something else for the noise. Council member Grassel suggested having the cops drive around and try to make sure there aren't any issues.

Mr. Aker continued on with explaining the Civic Center and VFW Arena. Council member Grassel asked if the park department was in charge of moving snow off of the sidewalks and how that came about. Discussion followed about all of the areas the Parks Department is in charge of snow removal. Mr. Aker stated this was why he wanted to hire a seasonal winter worker. Mr. Aker then continued with an overview of the Blue Line Arena. He informed the council how the Blue Line Club had asked to have ice on the arena from September until April and how much more that would cost. Council member Vetter asked if the ice rental would cover the costs and Mr. Aker stated that it wouldn't be. Council President Buckalew suggested determining the costs and charging them for those costs.

Mr. Aker continued his presentation with an overview of recreation which included the Senior Center, the swimming pool, the expansion of pickleball courts, the different sports for winter and summer, the cemetery, and the campground. Mr. Aker informed the council how the campground has continued to have an increase in the number of visitors in the last couple years. He finished up by explaining some capital improvement items, some that were included in the budget and others that were not.

Mr. Murphy told the council that he was going to have the intern meet with the department heads and have a list made of what employees each department has for both full time and part time, what their job description is, and how things might be 2 and five years down the road. Discussion followed about hiring a part time parks worker and new regulations coming out about rinks, how the systems to make ice in the arenas might have to be completely redone in the near future, and the current state of the Civic Center compressors.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO ADJOURN THE NOVEMBER 19, 2013 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 7:05 P.M.**

*Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.*

*Voting Nay: None.*

---

David Murphy, City Administrator/Clerk-Treasurer

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

**CALL TO ORDER:**

*The Work Session of the East Grand Forks City Council for November 26, 2013 was called to order by Council President Craig Buckalew at 5:00 P.M.*

**CALL OF ROLL:**

*On a Call of Roll the following members of the East Grand Forks City Council were present: Council President Craig Buckalew, Council Vice President Greg Leigh, Council Members Clarence Vetter, Ron Vonasek, Henry Tweten, and Chad Grassel.*

*Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; Jim Richter, EDHA Director; and Jason Stordahl, Public Works Director.*

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present*

**1. Engineer Amendment to Contract – Greg Boppre/Engineer Committee**

Council member Vetter gave a brief summary of the negotiating process with the engineers and the new proposal for the engineering contract. He stated how there is a set cost of design regardless the amount of the project so they settled on a lump sum of \$700,000. He continued by explaining the engineers will be getting a max of 3% of the total construction costs, down from 5%, for monitoring the progression of the project which will be paid at an hourly rate. He stated how if the project comes in over 14 million these fees will be less than 8% and if the project comes in under 14 million it will cost little over 8% in fees.

Mr. Murphy told the council that he had been contacted by Council member Olstad who was not able to be at the meeting tonight but had a question. He stated that Council member Olstad wanted to know if this proposal included tertiary treatment or if it would be necessary to consider adding tertiary treatment to this amendment. Mr. Boppre said he doesn't foresee the MPCA or the EPA requiring or mandating tertiary treatment to be included with this project at this point or within the next two years. He added that if something comes up during the project they can address it at that time. Council President Buckalew asked Mr. Galstad if he had a chance to look over the document. Mr. Galstad stated everything looked normal. Mr. Boppre said he wanted to make sure the council knew how professional Council member Vetter was during the negotiation process. Council President Buckalew thanked both Council member Vetter and Mr. Boppre for their work on this.

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

## **2. Amendment of the Facility Plan for Stabilization Ponds – Greg Boppre**

Council President Buckalew asked if this had already been done. Mr. Boppre informed the council they gave their approval to the engineers to make the amendment to the facility plan and what he is asking for is approval of the amended facility plan from council and then send it in to MPCA for them to review. He stated how large the entire document was and explained how only the pages that had been changed were included in the packet. Mr. Boppre then reviewed the changes made to the facility plan, how they will handle the waste water that will come into the system every day, and how he is still looking at PFA for funding but is still looking for other sources as well.

Council member Grassel asked how much needs to be built in the middle of the pond. Mr. Boppre reviewed all of the things that need to be done and how it will also depends on the contractor. Council member Tweten asked if it is going to be bid as one job or split into two jobs. Mr. Boppre stated it is planned to be bid as one contract because it is such a big job it could attracted many contractors. Council member Vonasek asked if the ponds will be dried out and then have the biosolids removed or if the biosolids will be taken out in liquid form. Mr. Boppre reviewed how both methods could work but he added that it would depend on the contractor. More discussion followed about if the City will be getting back on the IEP list to possibly get funding from the state, if the City could utilize the 40 acres north of the ponds, and how the City should take advantage of no sales tax by putting the materials on one contract and labor on another contract.

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

## **3. Annexation Update – Ron Galstad**

Mr. Galstad reminded the council at a previous meeting he was directed to draft an ordinance to annex into city limits a 2 acre piece that is city owned. He stated a public hearing was not necessary because it is city owned property that was being annexed in. Council member Leigh asked where this property was located. The property location was described out next to Bygland road. There were no other questions.

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

## **4. Snow Removal Agreement in Pinehurst Court – Megan Nelson**

Ms. Nelson explained the private right-of-way in Pinehurst Court has not yet been dedicated as public right-of-way. She stated the process has started but more time is needed to have it completed. She told the council that this was the same agreement from the year before; the only things changed were the termination date and the City Administrator's name. Discussion followed regarding how this became a private right-of-way, where the process is at to change this to a public right-of-way, what benefit there would be for the City, how these residents were paying a portion of the cost to have the dedication changed, and how the City would be covered for liability purposes under this agreement.

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

## **5. Elected Official Insurance – Karla Anderson**

Ms. Anderson informed the council that every year the City takes out insurance to cover elected officials

and stated how the purchase of this coverage requires to be approved by a resolution. Council member Tweten commented how important it was since council members covered. There were some questions regarding boards and volunteer coverage. Ms. Anderson explained it was only the elected official coverage that required a resolution.

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

#### **6. Consider Excess Liability Coverage for 2014 – Karla Anderson**

Ms. Anderson reminded the council about the discussion last year regarding this and stated how they waived the limit but didn't purchase the additional coverage because it would have cost an additional \$35,000 which was not included in the budget. She explained what the council chose the year before and asked how they would like to proceed this year. Council Vice-President Leigh stated he supported what the council did last year. Council President Buckalew asked Mr. Murphy what is past experience has been regarding this issue. Mr. Murphy stated in his past experience they didn't waive the limit but if the insurance covers up to the 1,500,000 he didn't see any problems with it.

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

#### **7. MPO Work Program – Clarence Vetter/Nancy Ellis**

Council member Vetter stated the MPO is looking to see if there were projects for next year and asked the City if they had anything they wanted researched. He stated that he had spoken with Ms. Ellis and they only thing they came up with was looking at Bygland Road. He stated that if there were any projects the council would like the MPO to look into, now is the time to suggest projects. Ms. Ellis gave examples of other studies the MPO had done which included a freight access study and quiet zone study among others. Council President Buckalew asked when the study would be completed. Ms. Ellis stated it would be done at the end of 2014 or 2015. Council President Buckalew asked what the deadline was for submitting an idea. Council member Vetter stated the deadline was the end of December.

#### **8. Polk County Radio Grant – Gary Larson**

Chief Larson told the council that he has been attending monthly meetings for a Polk County Radio users group. He added that Polk County is making a change to the 800 MHz radio system which is a big expense for the fire departments to change over. He explained how the fire departments in the county are planning to apply for a grant to help pay for 800 radios for all Polk County Fire Departments. Chief Larson informed the council this would mean East Grand Forks would get about 20 radios worth about \$50,000 and it would only cost the City about \$7,500. He continued to explain how these radios could benefit the City and asked to see if the council would be in favor of moving forward with the grant process. Council President Buckalew asked if it will be awarded in 2014 and if it was what the plan was to cover the \$7,500. Mr. Murphy stated they would either find money in the budget and if there weren't any funds available, he wouldn't have any issue advising the council to take money out of the fund balance to cover this grant. Discussion followed about if the police would also be getting radios and the current issues with radios in our region with both Polk County and Grand Forks.

## 9. Capital Improvement Budget Discussion – David Murphy

Ms. Anderson handed out new packets to the council with the newest numbers for capital improvements. She then explained if the City gets additional funds from the Water & Light Department most of the items would be funded. She stated how the department heads met and went over everything that had been proposed, reorganized or pushed items back to other years, and from that meeting came the information that is being presented. She also informed the council that the portable alarms the police department would like to purchase can be purchased with funds available this year so that item was removed from the 2014 budget. Discussion followed about different items included in the capital improvement budget, how both projects will be funded next year, and how the departments are trying to stay on top of maintenance. Mr. Murphy told the council how professional the department heads were when meeting and work very well together.

Council Vice-President Leigh asked what would have to happen not to have a increase in the levy. More discussion followed about how much would have to be cut from the budget to keep it a flat levy, what could happen in the future if the City keeps a flat levy over a period of time, and how the budget process has gone the last couple years.

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

### **ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO ADJOURN THE NOVEMBER 26, 2013 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:16 P.M.**

*Voting Aye: Vonasek, Buckalew, Tweten, Leigh, Grassel, and Vetter.*

*Voting Nay: None.*

---

David Murphy, City Administrator/Clerk-Treasurer

# Request for Council Action

Date: 11/22/13

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

Cc: File

From: Megan Nelson

RE: Pinehurst Court Snow Removal Agreement

---

## Background:

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

## Recommendation:

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

## Enclosures:

Copy of the Agreement with a new termination date.

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

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

**Recitals**

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

**Terms**

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

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

4. Responsibilities of the Resident.

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

5. Liability.

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

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

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

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

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

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

6. Government Data Practices.

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

7. Governing Law.

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

8. Termination.

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

DATED \_\_\_\_\_

**CITY OF EAST GRAND FORKS**

BY \_\_\_\_\_  
Mayor-Lynn Stauss

BY \_\_\_\_\_  
City Administrator-David Murphy

**RESIDENT**

BY \_\_\_\_\_

# Request for Council Action

Date: 11/14/13

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

Cc: File

From: Karla Anderson

RE: Recommendations for Elected Official insurance coverage

---

## Background:

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

**RESOLUTION NO. 13 – 12 – 114**

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

BE IT RESOLVED, by the City Council of the City of East Grand Forks, Minnesota,

Whereas, the law enables elected or appointed officials of the City of East Grand Forks to be covered by the Minnesota Workers Compensation Law; and

Whereas, the East Grand Forks Mayor and East Grand Forks City Council members’ intent is that the Following Board Members be considered employees for the eligibility for Workers Comp coverage purposes.

Now Therefore, be it resolved, that the following number of board members be covered by the Minnesota Workers Compensation Law:

Mayor and City Council Member – 8 Total

*Voting Aye:*

*Voting Nay:*

The President declared the resolution passed.

Passed: December 3, 2013

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 3<sup>rd</sup> of December, 2013.

\_\_\_\_\_  
Mayor

# Request for Council Action

Date: 11/13/13

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

Cc: File

From: Karla Anderson

RE: Consider Excess Liability Coverage for 2104

---

Background:

Liability options are:

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

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

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

# Request for Council Action

Date:

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

Cc: File

From: Ron Galstad

RE: Annexation

---

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

**ORDINANCE NO. 11, 4th SERIES**

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

THE CITY OF EAST GRAND FORKS ORDAINS:

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. This ordinance shall take effect and be in force from and after its passage and publication and be given number 12 4<sup>th</sup> series, and after its approval by the Chief Administrative law Judge, Municipal Boundary Adjustments Division of the state Office of Administrative Hearings (Minnesota Municipal Board),

VOTING AYE: \_\_\_\_\_  
VOTING NAY: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

The President declared the Ordinance passed.

ATTEST: PASSED: \_\_\_\_\_, 2013

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

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

\_\_\_\_\_  
Mayor

# Request for Council Action

Date: November 20, 2013

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

Cc: File

From: Greg Boppre, P.E.

RE: Amendment to Engineering Contract

---

## Background:

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

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

## Summary of agreement:

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

## Recommendation:

Approve engineering amendment

## Enclosures:

Amendment No. 1 to Engineering Agreement

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

1. Background Data

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

2. Nature of Amendment

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

3. Description of Modifications

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

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

OWNER: City of East Grand Forks

ENGINEER: Widseth Smith Nolting

By: Lynn Stauss

By: Greg Boppre

Title: Mayor

Title: Office Manager – V.P.

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

Initial:

OWNER \_\_\_\_\_  
ENGINEER \_\_\_\_\_

---

## ENGINEER'S SERVICES

---

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

### PART 1 – BASIC SERVICES

#### *A.1.01 Study and Report Phase – Work Completed*

#### *A.1.02 Preliminary Design Phase*

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

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

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

#### A.1.03 *Final Design Phase*

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

#### A.1.04 *Bidding or Negotiating Phase*

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

#### A.1.05 *Construction Phase*

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

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

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

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

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

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

15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to

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

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

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

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

#### A.1.06 *Post-Construction Phase*

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

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

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

---

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

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

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

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

C2.02 & C2.03 – Not used

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

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

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

C. Compensation For Reimbursable Expenses

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

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

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

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

Initial:

OWNER  
ENGINEER

**STANDARD HOURLY RATES SCHEDULE**

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

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

**CHARGEABLE EXPENSES**

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

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

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

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

Initial:

OWNER \_\_\_\_\_

ENGINEER \_\_\_\_\_

---

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

---

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

*D6.02 Resident Project Representative*

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

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

2. *Schedules:*

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

3. *Conferences and Meetings:*

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

4. *Liaison:*

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

5. *Interpretation of Contract Documents:*

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

6. *Shop Drawings and Samples:*

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

7. *Modifications:*

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

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

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

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

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

10. *Records:*

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

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

11. Reports:

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

12. *Payment Requests:*

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

13. *Certificates, Operation and Maintenance Manuals:*

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

14. Completion:

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

D. Resident Project Representative shall not:

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

**RESOLUTION NO. 13 - 12 – 115**

**A RESOLUTION APPROVING THE AMENDMENT TO THE ENGINEERING CONTRACT**

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

WHEREAS, the City of East Grand Forks has an agreement with Widseth Smith Nolting for Engineering Services,

WHEREAS, the contract did not specifically state the amount of fees for projects over 5 million dollars,

WHEREAS, the City Council formed a committee to negotiate the fees for the upcoming Waste Water Project, and

WHEREAS, the Committee and the City Engineers were able to reach an agreement,

THEREFORE BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, accepts the negotiated amendment to the engineering contract as follows

1. A lump sum of \$700,000 will be paid to the City Engineers for Preliminary/Design and Bidding Phase.
2. The Engineers will be paid 3% maximum of the construction costs of the waste water project at an hourly rate.

*Voting Aye:*

*Voting Nay:*

The President declared the resolution passed.

Passed: December 3, 2013

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 3rd day of December, 2013.

\_\_\_\_\_  
Mayor

# Request for Council Action

Date: November 20, 2013

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

Cc: File

From: Greg Boppre, P.E.

RE: Amend Facility Plan - Stabilization Ponds

---

Background:

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

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

Recommendation:

Approve amendment to Facility Plan

Enclosures:

Pages 24-26 from facility plan

Map of project

Cross sections

## **VII. EVALUATION AND SELECTION OF ALTERNATE**

### **A. PA 1:**

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

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

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

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

## **VIII. DESCRIPTION OF PROPOSED ALTERNATE**

### **A. PA 1:**

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

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

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

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

## **IX. PUBLIC PARTICIPATION**

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

**X. COST ESTIMATE**

**PA 1**

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

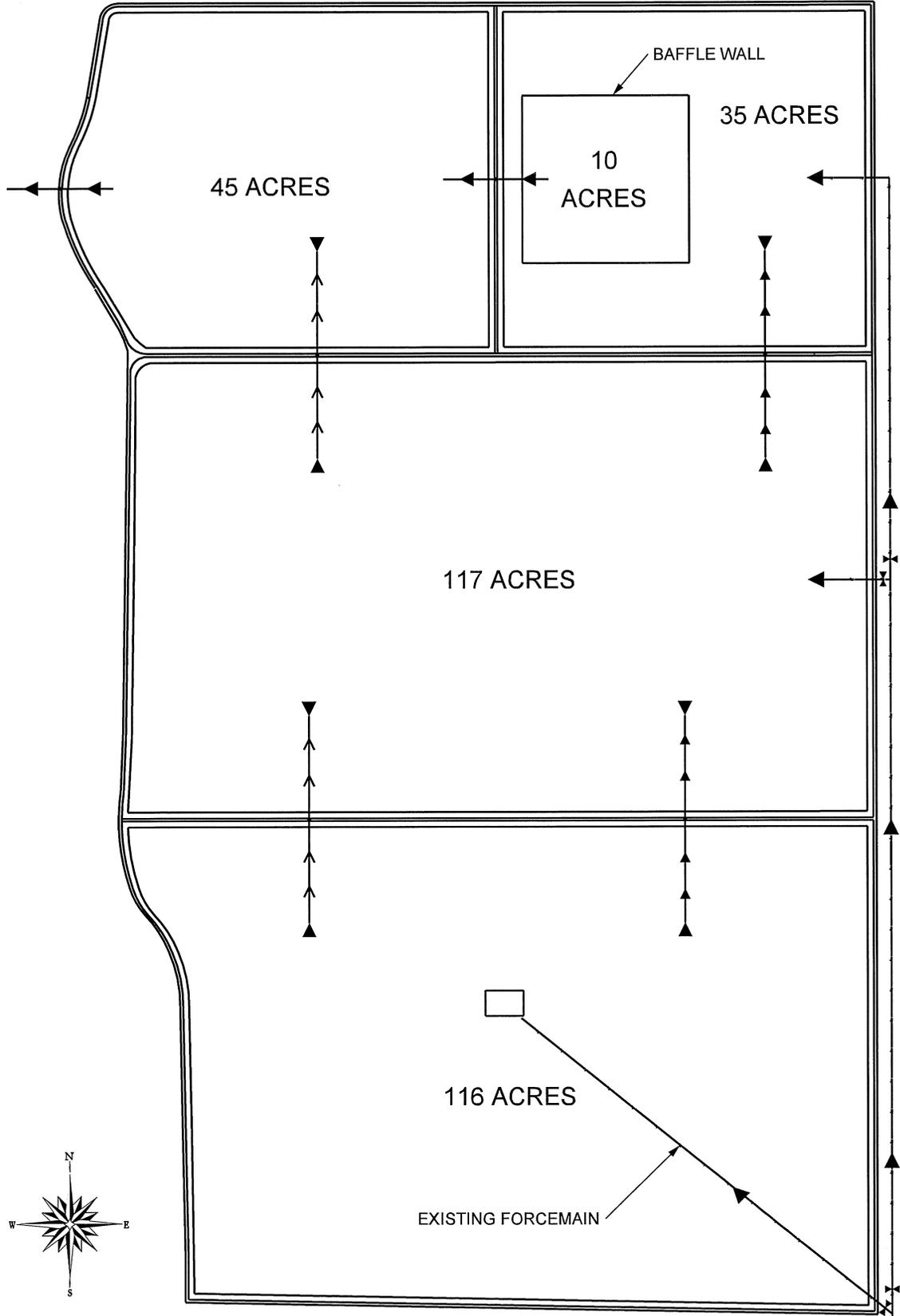
**TOTAL**

**\$19,086,311.00**

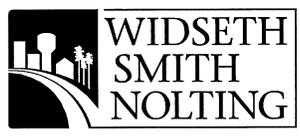
FUTURE FILTER BUILDING

OPTIONAL FLOW PATHS

PRIMARY FLOW PATHS



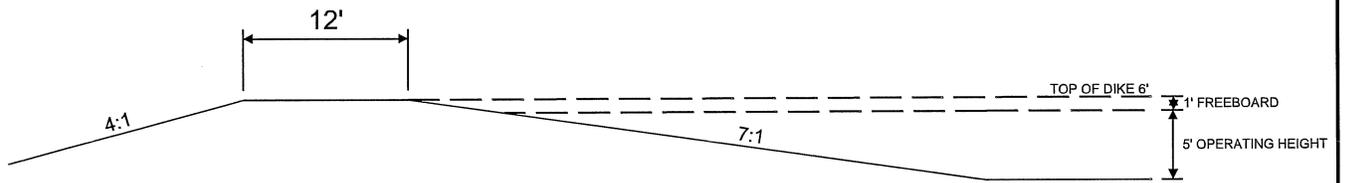
10/31/2013 5:02:22 Users\Kglv\Reiterson\Desktop\EGF\_pond\_layout.dgn



Engineering  
Architecture  
Surveying  
Environmental

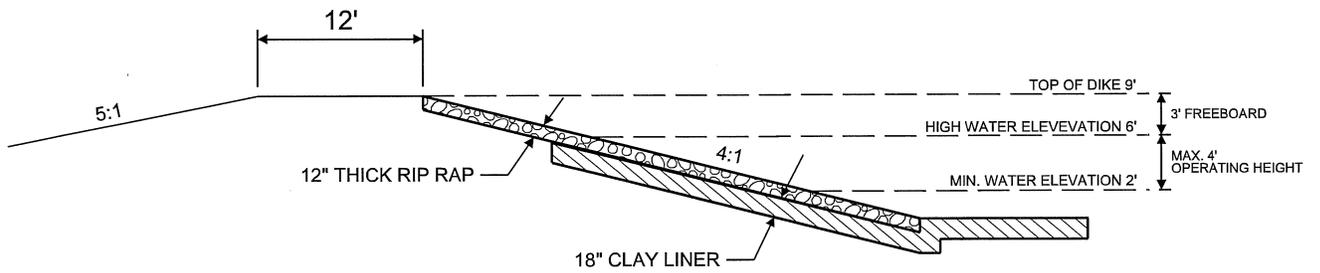
DATE:  
SCALE:  
DRAWN BY:  
CHECKED BY:  
JOB NUMBER:  
30

**POND LAYOUT**  
**EXHIBIT 6**



**EXISTING SECTION**

NO SCALE



**PROPOSED SECTION**

NO SCALE

I:\17\2013\SD22\User\Kobyl\Reiterson\Desktop\EGF\_pond\_layout.dgn



Engineering  
Architecture  
Surveying  
Environmental

DATE: 10/31/2013  
SCALE: NO SCALE  
DRAWN BY: KJR  
CHECKED BY:  
JOB NUMBER: 51

**TYPICAL SECTIONS**

EXHIBIT 6

**RESOLUTION NO. 13 - 12 – 116**

**A RESOLUTION APPROVING THE AMENDED WASTE WATER FACILITY PLAN AND SUBMITTING TO MPCA FOR REVIEW**

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

WHEREAS, the City of East Grand Forks has adopted a Waste Water Facility Plan; and

WHEREAS, the proposed amendment is to include an upgrade to the stabilization ponds:

1. The City Council held numerous public forums;
2. MPCA must approve the Facility Plan and the City will submit the plan to be placed on the Project Priority List (PPL) and the Intended Use Plan (IUP) for the 2015 funding cycle;
3. The proposal must include a design plan to treat phosphorus in the future.

WHEREAS, the City Engineers have now completed the amendments to the Waste Water Facility Plan,

WHEREAS, the City Engineers are filing this document with the City and request permission to submit this amended plan to MPCA for review,

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, accepts the amendments to the Waste Water Facility Plan and will submit the plan to MPCA for review.

*Voting Aye:*

*Voting Nay:*

The President declared the resolution passed.

Passed: December 3, 2013

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 3rd day of December, 2013.

\_\_\_\_\_  
Mayor

**RESOLUTION 13 - 12 – 117**

**A RESOLUTION APPROVING 2013 TAX LEVY, COLLECTABLE IN 2014**

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

WHEREAS, the state of Minnesota may impose tax levy limitations on cities; and

WHEREAS, the state legislature allows for special levies, including levies for natural disasters, unallotted LGA payments, bonded indebtedness, and increases in employer contributions to PERA; and

WHEREAS, the **total levy** will increase by approximately 1.3% from the 2013 level of \$2,693,527 and

WHEREAS, The 2014 Local Government Aid expected is \$2,514,148; and

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the proposed property tax levy collectible in year 2014 is hereby approved:

General Operations	\$ 2,761,013
Certificates of Indebtedness	110,880
Improvement Bonds of 2004/2006	17,533
PERA-Employer Share Increase	<u>36,562</u>
TOTAL LEVY	\$ 2,925,988

BE IT FURTHER RESOLVED, that the Administrator/Clerk-Treasurer can certify the tax levy as one levy without provisions for special levies to the County Auditor of Polk County.

Voting Aye:  
Voting Nay:  
Absent:

The President declared the resolution passed.

Passed: December 3, 2013

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 3rd, day of December, 2013.

\_\_\_\_\_  
Mayor

## RESOLUTION NO. 13 - 12 – 118

### RESOLUTION TO ADOPT THE 2014 BUDGET

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

WHEREAS, The 2014 Proposed Budget must be adopted by September 15, 2013; and

WHEREAS, The city through resolution 06-09-79 adopted as sound fiscal policy that enterprise fund transfers shall not be used to finance current expenditures and regularly occurring capital expenditures in other funds; and

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the budgeted expenditures, excluding depreciation, for each fund during the 2014 calendar fiscal year shall be as follows:

General Fund:		
Current		
General Government	\$ 902,346	
Public Safety	3,561,025	
Public Works - Streets	1,324,168	
Parks and Recreation	1,399,698	
Library	473,174	
Senior Center	99,114	
Community Development	60,000	
Other Expenditures	245,670	
Capital Outlay		
General Government	600	
Public Safety	58,000	
Public Works - Streets	280,000	
Parks and Recreation	70,000	
Other Expenditures	50,000	
Other Financing Uses(Transfers)	238,012	
Total General Fund		\$8,761,808
Building Maintenance Fund		250,000
Community Growth Fund		110,000
Greenway Maintenance Fund		45,000
Transit Fund		493,938
State Aid Street Fund		731,062
Cemetery Fund		68,789
Perpetual Care Fund		4,665
Insect Control		38,555
Sewage Fund		3,696,809
Campbell/Olson Memorial Fund		1,000
Water Fund		2,605,180
Electric Fund		13,605,567
Refuse and Recycling Fund		911,846
Storm Water Fund		273,989
Lot Incentive Fund		310,000

Levee Fund  
Commercial Properties Fund

6,500  
162,330

*Voting Aye:*

*Voting Nay:*

The President declared the resolution passed.

Passed: December 3, 2013

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 3rd day of December, 2013.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 13 – 12 – 119**

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

**RESOLUTION RATIFYING CONTRACTS**

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 17457 for a total of \$1,603.97.

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

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

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$1,603.97 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on December 3, 2013.

*Voting Aye:*  
*Voting Nay:*  
*Abstain:*

The President declared the resolution passed.

Passed: December 3, 2013

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
Vice-President of Council

I hereby approve the foregoing resolution this 3<sup>rd</sup> of December, 2013.

\_\_\_\_\_  
Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

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

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

1. I am 3<sup>rd</sup> Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 17457 for a total of \$1,603.97.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on December 3, 2013.

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Official)

# Accounts Payable

## Check Register Totals Only



# City of East Grand Forks

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

User: lkatka  
 Printed: 11/27/2013 - 10:42 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17411	12/03/2013	ADV001	Advanced Business Methods Inc	442.39	0
17412	12/03/2013	ALL004	Allpro Interior Care Inc	171.00	0
17413	12/03/2013	AME002	American Tire Service	80.00	0
17414	12/03/2013	AME005	Ameripride Linen & Apparel Services	411.27	0
17415	12/03/2013	ANG001	Gerry Anderson	195.90	0
17416	12/03/2013	ANY001	Anytime Plumbing	629.59	0
17417	12/03/2013	AQU001	Aqua Water Solutions	66.95	0
17418	12/03/2013	ARR001	Arrowwood Resort	502.35	0
17419	12/03/2013	BAK001	Baker & Taylor Co	224.98	0
17420	12/03/2013	BAL001	Balco Uniforms Co Inc	428.26	0
17421	12/03/2013	BEC001	Becker Arena Products Inc	318.89	0
17422	12/03/2013	BET001	Marvin Betts	320.00	0
17423	12/03/2013	BRI004	Brians Flooring	60.00	0
17424	12/03/2013	BRO004	Broad Reach	203.56	0
17425	12/03/2013	BRO002	Brodart Co	501.21	0
17426	12/03/2013	CAS004	Cascade Subscription Service Inc	142.00	0
17427	12/03/2013	CEN006	Century Link	1,099.70	0
17428	12/03/2013	CLA001	Claitor's Law Book & Publishers	44.19	0
17429	12/03/2013	COA001	Coalition of Greater MN Cities	685.00	0
17430	12/03/2013	COL002	Cole Papers Inc	434.88	0
17431	12/03/2013	AIR003	Corval Constructors	398.39	0
17432	12/03/2013	COU003	Country Inn St.Paul East	711.36	0
17433	12/03/2013	CTM001	CTM Services Inc.	43.40	0
17434	12/03/2013	CUM001	Cummins NPower LLC	2,730.27	0
17435	12/03/2013	DEM001	Demco Educational Corp	85.93	0
17436	12/03/2013	DIA001	Richard Papenfuss Diamond Cleaning	549.39	0
17437	12/03/2013	DIS004	District 16 Hockey	400.00	0
17438	12/03/2013	DIV001	Diverse Media Inc	28.18	0
17439	12/03/2013	DOC001	Docu Shred Inc	159.88	0
17440	12/03/2013	DSI001	DSI Inc	149.63	0
17441	12/03/2013	ELE001	Electric Pump	1,270.44	0
17442	12/03/2013	ENV003	Environmental Toxicity Control Inc	775.00	0
17443	12/03/2013	EXP002	Exponent	117.00	0
17444	12/03/2013	EZL001	EZ Locksmith	48.04	0
17445	12/03/2013	FAS001	Fastenal Company	48.90	0
17446	12/03/2013	G&K001	G&K Services	101.54	0
17447	12/03/2013	GAD002	Scott Gaddie	240.00	0
17448	12/03/2013	GAF002	Gaffaney's	23.44	0
17449	12/03/2013	GAL001	Gale	47.43	0
17450	12/03/2013	GAL003	Galstad Jensen & McCann PA	10,344.25	0
17451	12/03/2013	GFF001	GF Fire Equipment	5,929.50	0
17452	12/03/2013	GFH002	GF Herald	468.00	0
17453	12/03/2013	GFW001	GF Welding & Machine	237.48	0
17454	12/03/2013	GOM002	Jan Gomez	207.82	0
17455	12/03/2013	GRA008	Grand Forks City	24,348.00	0
17456	12/03/2013	HAI002	Rick Hajicek	285.00	0
17457	12/03/2013	HAR001	Hardware Hank	1,603.97	0
17458	12/03/2013	HAR003	Hart's Auto Supply	376.11	0
17459	12/03/2013	HAW001	Hawkins Chemical	643.54	0
17460	12/03/2013	HOL002	Holiday Credit Office	153.55	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17461	12/03/2013	INT009	International Public Management Assc	366.50	0
17462	12/03/2013	JET001	Jet Way Multiple Services Inc	1,222.50	0
17463	12/03/2013	JTC001	JTC, Inc.	108,333.86	0
17464	12/03/2013	KEE002	Keeps Inc	88.38	0
17465	12/03/2013	KEI001	Keith's Security World	59.94	0
17466	12/03/2013	KID002	Kids Reference Company, Inc	299.72	0
17467	12/03/2013	KNO004	Know Buddy Resources	139.90	0
17468	12/03/2013	KNU001	Knutson Printing Company	1,885.95	0
17469	12/03/2013	LIT001	Lithia Payment Processing	132.01	0
17470	12/03/2013	LOC001	Locators & Supplies Inc	186.65	0
17471	12/03/2013	LUM001	Lumber Mart	181.27	0
17472	12/03/2013	MAR001	Marco Inc	318.06	0
17473	12/03/2013	MCF001	McFarlane	1,064.05	0
17474	12/03/2013	MEN001	Menards	1,776.69	0
17475	12/03/2013	MPO001	Metropolitan Planning Organization	7,589.20	0
17476	12/03/2013	MIC001	Micro-Marketing LLC	321.88	0
17477	12/03/2013	MID016	Midwest Pest Control Inc	133.59	0
17478	12/03/2013	MIK001	Mike's Pizza	63.22	0
17479	12/03/2013	MLR001	Miller Motivations LLC	3,820.00	0
17480	12/03/2013	MIN005	Minitex	518.00	0
17481	12/03/2013	MPW001	Minnesota Pump Works	11,286.28	0
17482	12/03/2013	MIN002	Minnesota State University-Mankato	6,000.00	0
17483	12/03/2013	MNC008	MN Crime Wave	551.45	0
17484	12/03/2013	MND010	MN Dept of Health Env Health Div	715.00	0
17485	12/03/2013	MND006	VOID****VOID****VOID*** MN I	1,192.00	0
17486	12/03/2013	MND013	MN Dept of Transportation	5,028.61	0
17487	12/03/2013	MNW001	MN Wastewater Operators Associati	25.00	0
17488	12/03/2013	NOR003	Northern Lights Figure Skating	981.00	0
17489	12/03/2013	ORE001	O'Reilly Auto Parts	19.85	0
17490	12/03/2013	OCL001	OCLC	134.86	0
17491	12/03/2013	ODL001	Odland Fitzgerald Reynolds & Harbot	99.00	0
17492	12/03/2013	PEA001	Peak Performance	274.82	0
17493	12/03/2013	PEN001	Penworthy Company	200.17	0
17494	12/03/2013	POL004	Polk County Recorder	92.00	0
17495	12/03/2013	POP002	James Richard Popejoy	100.00	0
17496	12/03/2013	PRA001	Praxair Distribution	26.58	0
17497	12/03/2013	PSD001	PS Door Services	78.00	0
17498	12/03/2013	MER001	Sanford Clinic Fargo Region	127.00	0
17499	12/03/2013	SHO002	Shooting Star Casino Hotel and Event	67.13	0
17500	12/03/2013	SKI001	Skinner Roofing	7,500.00	0
17501	12/03/2013	SMA001	Smart Apple Media	578.32	0
17502	12/03/2013	STU001	Stuart's Towing	235.13	0
17503	12/03/2013	CHA001	The Chamber of EGF/GF	876.00	0
17504	12/03/2013	ULT001	Ultramax	330.00	0
17505	12/03/2013	WAT001	Water & Light Department	38,328.81	0
17506	12/03/2013	XCE001	Xcel Energy	6,849.81	0
17507	12/03/2013	ZEE001	Zee Medical Service	315.57	0
				<hr/> <hr/>	
				Check Total:	270,001.32
				<hr/> <hr/>	