

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 15, 2014 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

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

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of April 1, 2014.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of April 8, 2014.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA: NONE.

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

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

3. Regular meeting minutes of the Water, Light, Power, and Building Commission for March 20, 2014.

COMMUNICATIONS: NONE

OLD BUSINESS:

4. Consider adopting Ordinance No. 12, 4th Series amending Title XI of the City Code by adding a new chapter to define and regulate Adult Uses and amending Chapter 152 of the City Code regarding location of Adult Uses. (2nd Reading)

NEW BUSINESS:

5. Consider approving a temporary liquor license for the American Legion for May 17th, 2014 for an event in their parking lot.
6. Consider adopting Resolution No. 14-04-35 approving the proposal and awarding the job for refuse and recycling services subject to approval of the contract by the City Attorney as to form and content.
7. Consider approving the agreement between the City of East Grand Forks and EAPC for architectural services for the Civic Center expansion project and authorizing the City Administrator as the signing authority.
8. Consider approving the request for a purchase of a 2015 GMC Sierra pickup from Ranger GM for the amount of \$26,922.
9. Consider approving the rezone of Lot 1 Block 3 Garden Valley Addition from R-1 to PUD to split the lot and twinhome into two parcels/properties.
10. Consider adopting Resolution No. 14-04-36 approving the Garden Valley Addition PUD Development Plan for the split of the twinhome with the understanding that any changes, additions, or construction would require an amendment to the PUD plan.
11. Consider approving the final approval of the Garden Valley 6th Resubdivision on the conditions that a digital file is submitted to the Planning Office and the homeowners work with the Inspections Department to meet building code requirements for privately owned twinhomes.
12. Consider approving the rezone of Lot 16 Block 1 Garden Valley 2nd Addition from R-1 to PUD to split the lot and twinhome into two parcels/properties.
13. Consider adopting Resolution No. 14-04-37 approving the Garden Valley 2nd Addition PUD Development Plan for the split of the twinhome with the understanding that any changes, additions, or construction would require an amendment to the PUD plan.
14. Consider approving the final approval of the Garden Valley 5th Resubdivision on the conditions that a digital file is submitted to the Planning Office and the homeowners work with the Inspections Department to meet building code requirements for privately owned twinhomes.
15. Consider adopting Resolution No. 14-04-38 setting the fee structure for the alarm system chapter of the municipal code.

CLAIMS:

16. Consider adopting Resolution No. 14-04-39 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 18542 for a total of \$336.68 whereas Council Member Buckalew is personally interested financially in the contract.

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

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings:

Work Session – April 22, 2013 – 5:00 PM – Training Room
Regular Council Meeting – May 6, 2014 – 5:00 PM – Council Chambers
Work Session – May 13, 2014 – 5:00 PM – Training Room
Regular Council Meeting – May 20, 2014 – 5:00 PM – Council Chambers

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 1, 2014 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for April 1, 2014 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: Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council Members Clarence Vetter, Dale Helms, 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; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; and Jason Stordahl, Public Works Director.

DETERMINATION OF A 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.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of March 18, 2014.
2. Consider approving the summary of minutes of the “Closed Special Meeting” for the joint meeting between the EDHA Board and the East Grand Forks, Minnesota City Council of March 24, 2014.
3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of March 25, 2014.
4. Consider approving the summary of minutes of the “Closed Special Meeting” for the East Grand Forks, Minnesota City Council of March 25, 2014.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE ITEMS ONE (1) THROUGH FOUR (4).

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

Voting Nay: None.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA: NONE.

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

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

5. Regular meeting minutes of the Economic Development/Housing Authority Commission for March 11, 2014.
6. Regular meeting minutes of the Water, Light, Power, and Building Commission for February 20, 2014 and for March 6, 2014.

COMMUNICATIONS:

7. Acknowledge Andrea Scherer for successfully completion of her probationary period as the Program Coordinator at the Campbell Library.

Ms. Helgeson introduced Ms. Scherer to the City Council and stated what a fantastic job Ms. Scherer has been doing as the program coordinator. She told the council about Ms. Scherer's experience in other library settings and how well she has done with existing programs, adding to the programs, and if they have an idea for the library to contact Ms. Scherer about it. Council member Tweten added how Ms. Scherer is very capable and has done a tremendous job.

OLD BUSINESS: NONE

NEW BUSINESS:

8. Consider adopting Resolution No. 14-04-32 accepting the report of feasibility for 2014 Assessment Job No. 1 – 17th Street NE Reconstruction and setting the date for the public hearing.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 14-04-32 ACCEPTING THE REPORT OF FEASIBILITY FOR 2014 ASSESSMENT JOB NO. 1 – 17TH STREET NE RECONSTRUCTION AND SETTING THE DATE FOR THE PUBLIC HEARING.

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

Voting Nay: None.

9. Consider adopting Resolution No. 14-04-33 entering into contracts with Mr. James Strommen and Mr. Gary Proskiw to correct the issues with the library roof.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT RESOLUTION NO. 14-04-33 ENTERING INTO CONTRACTS WITH MR. JAMES STROMMEN AND MR. GARY PROSKIW TO CORRECT THE ISSUES WITH THE LIBRARY ROOF.

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

Voting Nay: None.

CLAIMS:

10. Consider adopting Resolution No. 14-04-34 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 18423 for a total of \$764.16 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT RESOLUTION NO. 14-04-34 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 18423 FOR A TOTAL OF \$764.16 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Council Vice-President Leigh stated he was motioning to approve the corrected information. Ms. Nelson explained that she did not have the correct information in the agenda for this item but the information Council President Buckalew said and the information in the resolution was correct.

Voting Aye: Grassel, Vetter, Helms, Tweten, Olstad, and Leigh.

Voting Nay: None.

Abstain: Buckalew.

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

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

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

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Stauss stated that with the storm there have been many phone calls asking when certain streets were going to be plowed. He added how sometimes we need to have patience since we have a small department and added what a good job the street department had done.

Council Member Tweten told the council that on Sunday from 8-1 there is a breakfast at the VFW put on by the Heritage Foundation. He stated what a great job the Heritage Foundation has been going and added the presence of council members at the breakfast would be greatly appreciated.

Mr. Murphy informed the council the Grand Forks Herald was going to be running an article on the Leadership Plan the City Council had decided on in January. Council Vice-President Leigh stated the article was already in the paper. Mr. Murphy stated he had been gone and would have to find the article.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER HELMS, TO ADJOURN THE APRIL 1, 2014 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:09 P.M.

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

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 8, 2014 - 5:00 P.M.**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for April 8, 2014 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: Mayor Stauss, Council President Craig Buckalew, Council Members Clarence Vetter, Dale Helms, Henry Tweten, Mark Olstad, and Chad Grassel.

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Erika Azure, Administrative Assistant; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; 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

Mr. Buckalew stated the agenda was going to be changed up and start with the residential refuse proposals first.

8. Residential Refuse Proposals – Jason Stordahl

Mr. Stordahl stated he asked both companies how long of a contract they were proposing. He explained how they both were proposing five year contracts and reviewed what the charges would be during those five years for both companies. He continued by saying the service from Waste Management has been good with few complaints on things. He added that most of the time residents call in to either get a different cart or to change their service. Ms. Azure stated that most of the calls are about changing out carts and if someone's garbage gets missed it usually gets picked up the next day. Council member Helms asked what happens if someone's cart disappears. Ms. Azure said that usually they are found and returned but if they are not found there is a replacement fee. Council President Buckalew asked how owns the carts. Mr. Stordahl stated that Waste Management owns the carts and in both proposals the vendors will own the carts. Mr. Stordahl stated a sheet was created to show what the costs would look like over the next five years for council review. He added that there were representatives from both Waste Management and Country Wide Sanitation to answer any questions the council might have.

Council member Tweten commented how he is dissatisfied with the people who are currently handling garbage because of the container of plastic is often full and items are stacked around the container. He added it is their job to take care of this area that he should not have to make a call to have this taken care of so he is willing to make a change. Council member Olstad asked for a clarification regarding the cost of the seasonal carts and if the \$11 is a month or for the season. Ms. Gornowicz stated that it would be \$11 per month that the cart was being used. Mayor Stauss stated that the two things the council is looking at are money and service. He added that service his area has been well taken care of. Council member Grassel asked council member Tweten what area he was speaking of. Council member Tweten stated the area by the Louie Murray Bridge. Council member Helms asked about what is all included with the recycle and drop center. Mr. Kalibabky explained how there are different containers at the site for recycling and how there should not be stuff on the ground and stated how the service level could be changed. Council member Helms stated he has seen items on the ground but can't blame Waste Management because this is done by people using the site. He added that would be the case unless someone would be monitoring this location daily. Discussion followed about how the security camera sign has not deterred many from putting items where they do not belong, how often the containers should be emptied, and how the current service is three stops a week at this location.

Council member Olstad stated that there were a list of references provided by CountryWide Sanitation and asked Ms. Gornowicz to give the council a snapshot of the services provided for these places. Ms. Gornowicz listed some of the larger clientele and stated what services they provide for these places which included both municipalities, government bases, and businesses. Council President Buckalew asked what color the carts were and if there was a difference between the refuse and recycling. Brian from CountryWide stated the carts were brown and had two colors of lids to show which one was refuse and which one was for recycling. Ms. Gornowicz continued by explaining to the council the services that could be provided. Council President Buckalew asked how much time was needed for them if the contract was awarded to them. Ms. Gornowicz said it was 4-6 weeks to order the containers and then delivery time. She added that as soon as a decision could be made it would be better on their part. Council member Helms said the goal of the council is to save money for the citizens and by the way things look CountryWide looks like they have the best dollar amount.

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

1-2. 2013 City Project No. 1 Multi-use Trail & 2014 Assessment Job No. 1 17th Street Bid Results – Steve Emery

Mr. Emery told the council that there were two bid openings early that day. He started reviewing the 2014 Assessment Job. No. 1 first. He stated there were four bids received and what the range was of those bids. He stated they were close so they are competitive bids. Mr. Emery said how the estimate for the job was \$1,030,000 so the City did get good prices with the lowest bid was \$1,009,017. He informed the council Paras Contracting had the lowest bid and how they have been doing good work in the City in the last few years. He stated how this information has to be sent in to the state to make sure the DBE goals were met or that they made a good faith effort. He added how the council will be getting a letter from the state letting them know if the

contractor has been approved before the council can approve and award the job. Mr. Tweten asked if there will be a letter from the state for both jobs. Mr. Emery said yes.

Mr. Grassel asked if this was the same company that the City had trouble with before meeting their DBE requirements. Mr. Emery said yes again and said they hadn't met their DBE goals for the multi-use trail which he would be discussing next. He asked if there were any more questions on the 17th Street project. Council President Buckalew asked if there was a timeline for this project because this area will be busy during baseball season. Mr. Emery stated that they plan on starting in June and finishing up in October so the whole street will be tore up during the baseball season. He added that it was this way two years ago when 15th Street was under construction and it seemed to go okay. Mr. Galstad asked what the time is for getting a response back from the state on these two projects. Mr. Emery stated they have everything ready to be sent and hopefully it will only be a week or so.

Mr. Emery then moved on and reviewed the bid results for 2013 City Project No. 1 Multi-use Trail that will go in on the west side of Highway 220. He explained how these bids consisted of a base bid and alternate bid. He added how the base bid was for the installation of the trail from 23rd Street down to 20th Street and the alternate bid was to extend the trail all the way to 17th Street. He stated there were three bids for this project, reviewed the amounts of each bid, and stated that the lowest bid would save the City money because the lowest bid came in lower than the project did last fall. He reminded the council that before they can approve and award this project they will have to get the approval from the state.

Council member Tweten asked if we have had trouble with this company before. Mr. Emery explained how they had completed projects before and last fall was the first time there had been any issues. Council member Tweten said if they are bondable the City will award the bid but if there is going to be problems the council would like to know that in advance. Mr. Emery stated that is why the state is going to review this information. Discussion followed about the progress of the project when 15th Street was reconstructed and how some of that work was time consuming. Council member Grassel asked if this was included in the budget. Ms. Anderson said yes. Mr. Emery told the council what aid they will be getting to help pay for both of these projects and that the council might be able to receive more funds for the project on the multi-use trail.

3. Request to Purchase Pickup for Park & Rec Dept – Dave Aker

Mr. Aker told the council about a three quarter ton pickup on the government bid that he would like to purchase for \$26,922. Council President Buckalew asked what will be happening with the old pickup. Mr. Aker explained how the pickup they have has a cracked frame and can no longer be used to plow. He stated he would also like to get hook-ups for a plow and added the plow they have is still good to use. Council member Helms asked where this pickup will be going. Mr. Aker stated the park shop. Council member Helms also asked if this pickup will be able to handle plowing. Mr. Aker stated that it would. Council member Helms asked how old the pickup is the Parks Department was using. Mr. Aker stated it was a 1997.

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

4. Request to Purchase Tractor for Cemetery – Dave Aker

Mr. Aker stated he had collected two bids for the purchase of a tractor. He said how the bid from John Deere was for \$17,437 and the bid from Kubota was \$21,655. He explained how this originally was going to be used as a snow blower also but he added that they can't afford the cab so he would like to take off the snow blower attachment and added a rototiller on to it. He stated that doing this it would save another \$900 from the original bid.

Council member Tweten commented that next time Mr. Aker is gathering quotes to also look into Bobcat for equipment. Council member Helms asked if the Parks Department currently has a tractor. Mr. Aker said no but the tractor they use to have one that was a 1974. Council member Grassel asked if the Kubota had a cab. Mr. Aker said no. Council member Grassel stated how there was a discussion about utilizing this tractor year round and how this will have to be looked at again. He added how the addition of a cab needs to be considered so it can be used in the winter especially since the City will be taking care of more sidewalks. Council member Tweten agreed that a cab should be added. Ms. Anderson stated that currently there isn't anything at the Civic Center for Mr. Larson to use to blow snow.

Council member Olstad commented that he agreed with Mr. Grassel and that this tractor needs to be utilized as much as possible. He also added that adding the snowplow option back on with the cab will cost an additional \$7500. Discussion followed about the capability of the Bobcat the Public Works Department uses and what would work better in the cemetery. Council member Grassel asked that Mr. Aker go back, look at other options, and then bring this back to council. More discussion followed about how soon this tractor is needed. Council member Vetter stated the Kubota bid did include a cab in their price of \$21,655. He asked that Mr. Aker go back to John Deere and get a quote that includes a cab.

This item will be brought back to the next work session.

5. Request to Purchase a Pool Heater – Dave Aker

Mr. Aker stated he had two bids for pool heaters. He explained the bid from Horizon for \$59,780 and the other bid from Vilandre for \$33,672 and how these were suppose to be for the same kind of heater. He stated he thought Vilandre's was better because that will be installed completely. Council President Buckalew stated how the Horizon bid looks like it is for a combination of two heaters and asked if the heater Vilandre's was proposing was a bigger heater. Mr. Aker stated he called to ask but the person was not in to talk to about the quote. He added that the current heater can no longer be prepared because it is so old. Discussion followed about the future of the pool, how the specs were need for both of the heaters, and Council President Buckalew suggested that this heater can be reused if there are changes to the pool. He added that the heater will be needed this summer.

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

6. Request to Hire Summer Seasonal Employees for Park & Rec – Dave Aker

Mr. Aker stated he put down an estimate of how many workers he will need in the different areas for this summer. Council member Vetter asked what seasonal workers get paid. Mr. Aker stated they start at \$7.25. Council member Vetter commented how there is talk about the raise in minimum wage won't be affecting anyone and how it will directly be affected the City. Discussion followed about when the proposed changes in minimum wages might take place and the need for these seasonal people. Ms. Anderson stated she thought the proposal of hiring additional full time people would be keeping a full time person with Mr. Larson to work in the cemetery. Council member Grassel stated that was the proposal and that they would be hiring an additional mower. More discussion followed regarding where the full time personnel and part time personnel were going to be working out of in the parks department.

Council President Buckalew stated he feels that it is the City Administrator's responsibility to make sure that staffing is adequate to get the job done. Mr. Murphy stated that since hiring seasonal workers the City takes on additional liabilities and prior to hiring he likes to bring this to council and answer questions or handle any issues. He explained that after the applications come in he will be putting the list of hires under the consent agenda for the council to vote on so it is included in the record which helps with tracking.

Ms. Anderson mentioned how the Quality of Life group looked into the possibility of hiring an intern from UMC in horticultural to be in charge of the flowers this year. She added that she is bring this up so the council is aware of this and to make sure it is okay to proceed to move forward with this. Council member Tweten stated he thought that this would be a good idea and commented on the different aspects this person could take care of. Council President Buckalew stated he had employed from the University before and has all good things to say about them. He added how it would help to have someone who understands disease or have someone that has an interest who could help solve problems with trees. Ms. Ellis added that she had advice from a horticulturist when the new trees were planted at City Hall.

Council member Olstad asked what the intern from UND will be doing. Mr. Aker stated that he will be in the Park and Rec office. He stated how each week he will be working with the different areas within parks. Ms. Anderson added that the Administration Office is looking at having an intern in the office at no charge to the City and will be bringing that information forward when it is ready. She said she just wanted the council to be aware of it.

7. Request to Hire Summer Seasonal Employees for Public Works – Jason Stordahl

Mr. Stordahl stated that he asking to hiring 5 seasonal employees which is the same number as the previous year. He added that this is a budgeted item. Council member Tweten asked if there are people coming back from the previous year. Mr. Stordahl stated that there is a possibility of hiring three of the five from last year.

10. Civic Center Update – David Murphy

Mr. Murphy stated he was just going to give a verbal update on this issue. He stated that he had received a draft contract from EAPC. He added that he also sent a copy to Mr. Galstad to

review. He said how he is still putting the cost estimate together for what Mr. Larson needs for storage and what is going to be in storage. He told the council that Option A does not require an installation of an elevator or sprinklers unlike Options B and C. Council President Buckalew asked how close the storage would have to be. Mr. Murphy stated it would come down to time and convenience of items. Council member Grassel said there were more costs because there is a door that would need to be installed so there is a way for the girls to get on and off the ice along with the coaches from that end. Mr. Boyce added that it would be helpful to see a drawing showing the options and if it would affect the utilities.

Mr. Scanlan stated he was excited that the talk has gotten to this point. He added that how the school has a title nine issue but they do not own the building. He said how he had spoken with Mr. Huizenga regarding this and brought him a price for converting the downstairs concession area into a locker room because that is all they need at that time was \$118,000. He commented on possible issues with completing this project along with the other options. Mr. Scanlan explained that the only recourse the school would have would be make the boys locker room a game night only locker room and how that was not a very good option either.

Council member Tweten stated how whatever is done needs to be done right and whatever is done needs to be done with the future in mind. He added that only doing the minimum is not solving anything. Council President Buckalew said to keep in mind the parking lot also. Mayor Stauss added that he agrees with Council member Tweten that if something is done it needs to be done right and it has to be fair. He added that the girls could utilize the room over that the VFW Arena for a few years to see if bonding money would be available.

Mr. Murphy stated he would have more information for the next work session. Discussion followed about how project costs and the ability to include an elevator reasonably are what the state uses to determine if an elevator is required to be installed. Ms. Anderson also suggested that if the City would want to move forward with Option C fundraising efforts could be started to be used towards the Civic Center as well as other projects like the pool.

9. Alarm System – Megan Nelson

Ms. Nelson stated she had prepared an RCA with the information she had received from contacting the League and the City of Grand Forks. She explained that Council Vice-President Leigh had asked for a recommendation which the council can change as they see necessary and stated that her recommendation would be to amend the current ordinance, leave the portion that would allow the City to charge for false alarms, and adopt a fee structure for false alarms.

Council member Olstad asked how this would be enforced, if the chiefs would have to keep a running total, and if alarms like life alert alarms will also be included. Mayor Stauss commented on how adding a fee could create more of a burden. Chief Hedlund stated that having some sort of penalty would be helpful when it comes to a business that is being more careless with their system but he added that he does not want to see something that would prevent people or businesses from getting an alarm system. Discussion followed about why this was brought up and how a policy that is already in place helps when issues start to happen. Council member Vetter suggested that since the ordinance is already in place to adopt a fee structure that would

address this so the ordinance would not have to be amended.
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 VETTER, TO ADJOURN THE APRIL 8, 2014 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:25 P.M.

Voting Aye: Vetter, Helms, Buckalew, Tweten, Olstad, and Grassel.

Voting Nay: None.

Absent: Helms.

David Murphy, City Administrator/Clerk-Treasurer

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held March 20, 2014 at 5:00 P.M.

Present: Quirk, Loven, Tweten

Absent: Ogden

It was moved by Commissioner Tweten seconded by Commissioner Loven that the minutes of the previous meetings of February 20 and March 6, 2014 be approved as read.

Voting Aye: Quirk, Loven, Tweten

Voting Nay: None

It was moved by Commissioner Tweten seconded by Commissioner Loven to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,498,263.71.

Voting Aye: Quirk, Loven, Tweten

Voting Nay: None

Commissioner Ogden now entered the meeting.

It was moved by Commissioner Loven seconded by Commissioner Tweten to approve an increase to the Safety-toed footwear allowance for a total of \$150.00 per calendar year.

Voting Aye: Quirk, Ogden, Loven, Tweten

Voting Nay: None

It was moved by Commissioner Ogden seconded by Commissioner Loven to award the 2014 miscellaneous electrical equipment and materials bids as recommended by the consulting engineer, KBM Inc. for a total amount of \$205,516.99.

Voting Aye: Quirk, Ogden, Loven, Tweten

Voting Nay: None

It was moved by Commissioner Ogden seconded by Commissioner Tweten to approve the 2014 watermain replacement plans and specs; advertise for bids, and set the bid opening for 10:00 AM on Tuesday, April 15, 2014.

Voting Aye: Quirk, Ogden, Loven, Tweten

Voting Nay: None

It was moved by Commissioner Loven seconded by Commissioner Ogden to approve the purchase of a Pitney inserter machine from Dakota Mailing in the amount of \$12,033.00; and to also lease a Pitney postage machine from them.

Voting Aye: Quirk, Ogden, Loven, Tweten

Voting Nay: None

It was moved by Commissioner Ogden seconded by Commissioner Loven to approve a revision of \$3.10/kw to the demand credit of the 2014 American Crystal Sugar industrial electric rate retroactive to January 1, 2014.

Voting Aye: Quirk, Ogden, Loven, Tweten

Voting Nay: None

It was moved by Commissioner Ogden seconded by Commissioner Loven to adjourn to the next regular meeting on April 3, 2014 at 5:00 P.M.

Voting Aye: Quirk, Ogden, Loven, Tweten

Voting Nay: None

Lori Maloney
Sec'y

Request for Council Action

Date: April 15, 2014

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

Cc: File

From: Nancy Ellis, City Planner ; Ron Galstad, City Attorney

RE: Adopt new Adult Use Ordinance

STAFF RECOMMENDATION

Planning Commission recommends approval of a new ordinance on Adult Uses to be located as a permitted use within the I-1 and I-2 zoning Districts

GENERAL INFORMATION

APPLICANTS: City of East Grand Forks

REQUESTED ACTION: Applicant is requesting amending text in the Zoning Code

SITE ZONING/LAND USE: Limited Industrial (I-1) , General Industrial District (I-2) and Definitions

SURROUNDING ZONING/LAND USE: NA

As you recall, the definitions for our Adult Use Ordinance need to be amended to with stand legal scrutiny; and the City of East Grand Forks needed to repeal its Adult Use regulations within the I-2 District (Section 152.247) including the Adult Use definitions in the Definition Section (Section 152.006) and Section 150.13. We then adopted a moratorium ordinance for adult use/sexually oriented businesses until the City of East Grand Forks could adequately study and adopt a new ordinance pertaining to Adult Uses.

As staff, I felt the moratorium ordinance had all of the city's necessary requirements to allow for Adult Uses and should be adopted as a permanent ordinance. In the ordinance, it stated that the Adult Use must be located in the I-2 zoning district and more than 250 feet from a sensitive receptor (schools, parks, churches and residential areas). Therefore, we studied the areas that an adult use can be located to meet the 250 foot setback and we were limited on available property within the I-2 district for this Use. It was suggested by our legal counsel to include the I-1 zoning district so that we have more lots that could be considered. I am attaching the new Ordinance and the maps that were reviewed for you to discuss.

C:\Documents and Settings\mnelson\Local Settings\Temporary Internet Files\Content.Outlook\SXV4RHV5\Adopt Adult Use Ordinance PC approved.doc

CITY OF EAST GRAND FORKS

ORDINANCE NO. 12, 4th Series

**AN ORDINANCE AMENDING TITLE XI OF
THE CITY CODE BY ADDING A NEW CHAPTER
TO DEFINE AND REGULATE ADULT USES AND
AMENDING CHAPTER 152 OF THE CITY CODE REGARDING
LOCATION OF ADULT USES**

The City Council of the City of East Grand Forks hereby ordains:

Section 1. Title XI of the City Code for the City of East Grand Forks is amended by adding a new Chapter 118 as follows:

CHAPTER 118: ADULT ESTABLISHMENTS

§ 118.01 FINDINGS AND PURPOSE.

Studies conducted by the Minnesota Attorney General and the Texas City Attorneys' Association, as well as the cities of St. Paul, Alexandria, and Rochester, Minnesota; Indianapolis, Indiana; Phoenix, Arizona; Los Angeles, California; Seattle, Washington; St. Croix County, Wisconsin; Adams County and the City of Denver, Colorado, have examined the impact that adult establishments have on their respective communities. These studies concluded that adult establishments have an adverse impact on surrounding neighborhoods. Those impacts include increased crime rates, lower property values, increased transiency, neighborhood blight and potential health risks. The City Council of the City of East Grand Forks recognizes that the same or similar adverse impacts could occur in a smaller city. Therefore, the City Council makes the following findings regarding the need to regulate adult establishments:

- (A) The public health, safety, morals and general welfare will be promoted by the city adopting regulations governing adult establishments;
- (B) Adult establishments have adverse secondary impacts of the types set forth above, which are distinct from the impacts caused by other commercial uses;
- (C) Residential neighborhoods located within close proximity to adult theaters, bookstores and other adult uses experience increased crime rates (sex-related crimes in particular), lower property values, increased transiency and decreased stability of ownership;
- (D) The adverse impacts that adult uses have on surrounding areas diminish as the distance from the adult uses increases;
- (E) Studies of other cities have shown that among the crimes which tend to

increase either within or in the near vicinity of adult uses are rapes, prostitution, child molestation, indecent exposure and other lewd and lascivious behavior;

(F) Many members of the public perceive areas within which adult uses are located as less safe than other areas which do not have such uses;

(G) Studies of other cities have shown that the values of both commercial and residential properties either are diminished or fail to appreciate at the rate of other comparable properties when located in proximity to adult uses;

(H) It is not the intent to prohibit adult establishments from having a reasonable opportunity to locate in the city;

(I) Small cities experience many of the same adverse impacts of adult establishments present in larger communities; and

(J) The East Grand Forks City Council finds that adult uses will have adverse secondary effects upon certain pre-existing land uses within the City.

§ 118.02 DEFINITIONS.

For the purposes of this Chapter, the following terms shall have the meanings given below:

(A) *Adult Establishments.*

(1) Any business that devotes a substantial or significant portion of its inventory, stock in trade, or publicly displayed merchandise, or devotes a substantial or significant portion of its floor area (not including storerooms, stock areas, bathrooms, basements, or any portion of the business not open to the public) to, or derives a substantial or significant portion of its gross revenues from, items, merchandise, devices or other materials distinguished or characterized by an emphasis on material depicting, exposing, simulating, describing, or relating to Specified Sexual Activities or Specified Anatomical Areas as described herein; or

(2) Any business that engages in any Adult Use as defined in paragraph (B) below.

(B) *Adult Use.* An adult use is any of the activities and businesses described below. Activities classified as obscene as defined by Minnesota Statutes 617.241 are not included.

(1) *Adult Use- Body Painting Studio:* An establishment or business that provides the service of applying paint or other substance, whether transparent or non-transparent, to the body of a patron when such body is wholly or partially nude in terms of Specified Anatomical Areas.

- (2) Adult Use- Bookstore or Videostore: A building or portion of a building used for the barter, rental or sale of items consisting of printed matter, pictures, slides, records, audio tape, videotape or motion picture film if a substantial or significant portion of such items are distinguished and characterized by an emphasis on the depiction or description of Specified Sexual Activities or Specified Anatomical Areas.
- (3) Adult Use- Cabaret. A building or portion of a building used for dancing or other live entertainment that is distinguished or characterized by an emphasis on the presentation, display, depiction or description of Specified Sexual Activities or Specified Anatomical Areas.
- (4) Adult Use- Companionship Establishment: A companionship establishment that provides the service of engaging in or listening to conversation, talk or discussion between an employee of the establishment and a customer, if such service is distinguished and characterized by an emphasis on Specified Sexual Activities or Specified Anatomical Areas.
- (5) Adult Use- Conversation/Rap Parlor: A conversation/rap parlor that provides the services of engaging in or listening to conversation, talk or discussion, if such service is distinguished and characterized by an emphasis on Specified Sexual Activities or Specified Anatomical Areas.
- (6) Adult Use- Health/Sport Club: A health/sport club that is distinguished and characterized by an emphasis on Specified Sexual Activities or Specified Anatomical Areas.
- (7) Adult Use- Hotel or Motel: Adult hotel or motel means a hotel or motel from which minors are specifically excluded and where material is presented that is distinguished and characterized by an emphasis on matter depicting, describing or relating to Specified Sexual Activities or Specified Anatomical Areas.
- (8) Adult Use- Massage Parlor, Health Club: A massage parlor or health club that provides the services of massage, if such service is distinguished and characterized by an emphasis on Specific Sexual Activities or Specified Anatomical Areas.
- (9) Adult Use- Modeling Studio: An establishment that provides figure models to customers with the intent of providing sexual stimulation or sexual gratification to such customers and where the models engage in Specified Sexual Activities or display Specified Anatomical Areas while being observed, painted, painted upon, sketched, drawn, sculptured, photographed, or otherwise depicted by customers.
- (10) Adult Use- Motion Picture Arcade: Any place to which the public is permitted or invited wherein coin or slug-operated or electronically, electrically or mechanically controlled or operated still or motion picture machines, projectors or other image producing devices are maintained and where the images so displayed

are distinguished and characterized by an emphasis on depicting or describing Specified Sexual Activities or Specified Anatomical Areas.

(11) Adult Use- Motion Picture Theatre: A building or portion of a building used for presenting material if such business as a prevailing practice presents material distinguished or characterized by an emphasis on Specified Sexual Activities or Specified Anatomical Areas for observation by patrons therein.

(12) Adult Use- Novelty Business: A business in which a substantial or significant portion of its sales are of devices that stimulate human genitals or devices that are designed for sexual stimulation.

(13) Adult Use- Sauna: A sauna that provides a steam bath or heat bathing room used for the purpose of bathing, relaxation, or reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent, if the service provided by the sauna is distinguished or characterized by an emphasis on Specified Sexual Activities or Specified Anatomical Areas.

(14) Adult Use- Steam Room/Bathhouse Facility: A building or portion of a building used for providing a steam bath or heat bathing room used for the purpose of pleasure, bathing relaxation or reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent if the service provided by the steam room/bathhouse facility is distinguished and characterized by an emphasis on Specified Sexual Activities or Specified Anatomical Areas.

(C) *Specified Sexual Activities.*

Any of the following, whether performed directly or indirectly through clothing or other covering: (1) the fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breast; (2) sex acts, actual or simulated, including intercourse, oral copulation, or sodomy; (3) masturbation, actual or simulated; and (4) excretory functions as part of or in connection with any of the other activities described in (1) through (3) of this paragraph.

(D) *Specified Anatomical Areas.*

The showing of the human male or female genitals, pubic area, or anus with less than a fully opaque covering; the showing of the female breast with less than a fully opaque covering of any part of the nipple; the exposure of any device, costume, or covering which gives the appearance of or simulates the genitals, pubic hair, natal cleft, perineum anal region or pubic hair region; or the exposure of any device worn as a cover over the nipples and/or areola of the female breast, which device simulates and gives the realistic appearance of nipples and/or areola; or human male genitals in a discernibly turgid state, even if completely and opaquely covered.

(E) *Substantial or significant portion.* Twenty-five percent (25%) or more.

§ 118.03 LOCATION.

Adult establishments may be located as permitted in Subchapters 152.231 and 152.246 of the City Code.

§ 118.04 ENFORCEMENT.

(A) Violation of any portion of this Chapter shall be a misdemeanor punishable by imprisonment for up to 90 days and a fine of \$1000 or both, plus the costs of prosecution. Each day that a violation occurs shall be considered a separate offense.

(B) The City may enforce any provision of this Chapter by mandamus, injunction or any other appropriate civil remedy in any court of competent jurisdiction.

§ 118.05 STATE LAW.

Minnesota Statutes, section 617.242 shall not apply in the City.

§ 118.06 SEPARABILITY.

Every provision of this Chapter is declared separable from every other provision of this Chapter. If any provision of this Chapter is adjudged to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other provision of this Chapter.

Section 2. Subchapter 152.231 of the City Code for the City of East Grand Forks is amended as follows:

§ 152.231 PERMITTED USES.

In addition to other uses specifically identified elsewhere in this subchapter, the following are permitted uses in the I-1, Light Industrial District:

...

(W) “Adult Establishments”, subject to the requirements of Chapter 118 and the location requirements in subchapter 152.234.

Section 3. Chapter 152 of the City Code for the City of East Grand Forks is amended by adding the following new subchapter 152.234:

§ 152.234 LOCATION OF ADULT ESTABLISHMENTS.

(A) Adult establishments as defined in Chapter 118 of the City Code must be

located at least 250 feet from:

- (1) Property used or zoned for residential uses;
- (2) A daycare facility, school, library, park, playground, state or federal wildlife area or preserve, religious institution, or other public recreational facility;
- (3) Premises licensed under Chapter 117, Alcoholic Beverages; and,
- (4) Another adult use.

(B) Distances must be measured by following a straight line, without regard to intervening structures or objects, between the closest points on the boundary lines of the parcels where the two uses are located.

Section 4. Subchapter 152.246 of the City Code for the City of East Grand Forks is amended as follows:

§ 152.246 PERMITTED USES.

In addition to other uses specifically identified elsewhere in this subchapter, the following are permitted uses in the I-2, General Industrial District:

(A) All permitted uses allowed in the Light Industrial (I-1) district. Adult establishments are subject to the requirements of Chapter 118 and the location requirements in subchapter 152.234.

Section 5. EFFECTIVE DATE. This ordinance shall take effect the day after its adoption and publication.

Voting Aye:
Voting Nay:
Absent:

The President declared the Ordinance passed.

ATTEST: PASSED: _____, 2014

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing Ordinance this ___ day of _____, 2014.

Mayor





Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar Street Suite 133, St. Paul MN 55101-5133
 (651) 215-6209 Fax (651) 297-5259 TTY (651) 282-6555
 WWW.DPS.STATE.MN.US



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

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION <u>AMERICAN LEGION POST 157</u>		DATE ORGANIZED <u>1919</u>	TAX EXEMPT NUMBER <u>0925</u>	
STREET ADDRESS <u>1009 CENTRAL AVE NW</u>		CITY <u>EAST GRAND FORKS</u>	STATE <u>MN</u>	ZIP CODE <u>56721</u>
NAME OF PERSON MAKING APPLICATION <u>LORI WALSTAD</u>		BUSINESS PHONE <u>(218) 773-1129</u>		HOME PHONE <u>(701) 741-0249</u>
DATES LIQUOR WILL BE SOLD <u>May 17, 2014</u>		TYPE OF ORGANIZATION <input checked="" type="checkbox"/> CLUB <input type="checkbox"/> CHARITABLE <input type="checkbox"/> RELIGIOUS <input type="checkbox"/> OTHER NONPROFIT		
ORGANIZATION OFFICER'S NAME <u>Jeff Capp</u>		ADDRESS <u>311 LEWIS AVE</u>		
ORGANIZATION OFFICER'S NAME <u>Lyle Rose</u>		ADDRESS <u>LARIMORE, ND 58251</u>		
ORGANIZATION OFFICER'S NAME <u>DAVID MARTIN</u>		ADDRESS <u>20165 430 AVE SW</u> <u>EAST GRAND FORKS, MN 56721</u> <u>516 N 7th</u> <u>GRAND FORKS, ND 58203</u>		

Location license will be used. If an outdoor area, describe

Parking lot of AMERICAN LEGION POST 157

Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service.

Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage.
YES INSURANCE ADVISORS 2,000,000.00

APPROVAL

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

CITY/COUNTY _____ DATE APPROVED _____

CITY FEE AMOUNT _____ LICENSE DATES _____

DATE FEE PAID _____

SIGNATURE CITY CLERK OR COUNTY OFFICIAL

APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event

Request for Council Action

Date: 4/11/2014

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

Cc: File

From: Jason Stordahl, Public Work Director

RE: Residential Refuse and Recycling Collection

History: As we discussed in previous meetings, the City of East Grand Forks' contract with Waste Management for Residential Refuse and Recycling Collection expires this June. We have advertised for request for proposals, and had two vendors submit proposals. The two vendors that submitted proposals were Waste Management and Country Wide Sanitation. Attached in this packet you will find both proposals.

The City Council will need to accept a proposal and award the job of refuse and recycling services to one of the potential vendors which will be contingent upon the approval of the contract by the City Attorney as to form and content.

RESOLUTION NO. 14 – 04 – 35

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

WHEREAS, the City of East Grand Forks has been under contract for refuse and recycling services with Waste Management since 2007; and

WHEREAS, the current contract with Waste Management was for five years and will be expiring on June 30, 2014; and

WHEREAS, the City requested proposals for refuse and recycling services and received proposals from Waste Management and Countrywide Sanitation; and

NOW THEREFORE, BE IT RESOLVED, that after review of the proposals the City Council approves the proposal of _____ and awards them the job subject to approval of the contract by the City Attorney as to form and content.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: April 15, 2014

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th of April, 2014.

Mayor

Waste Management

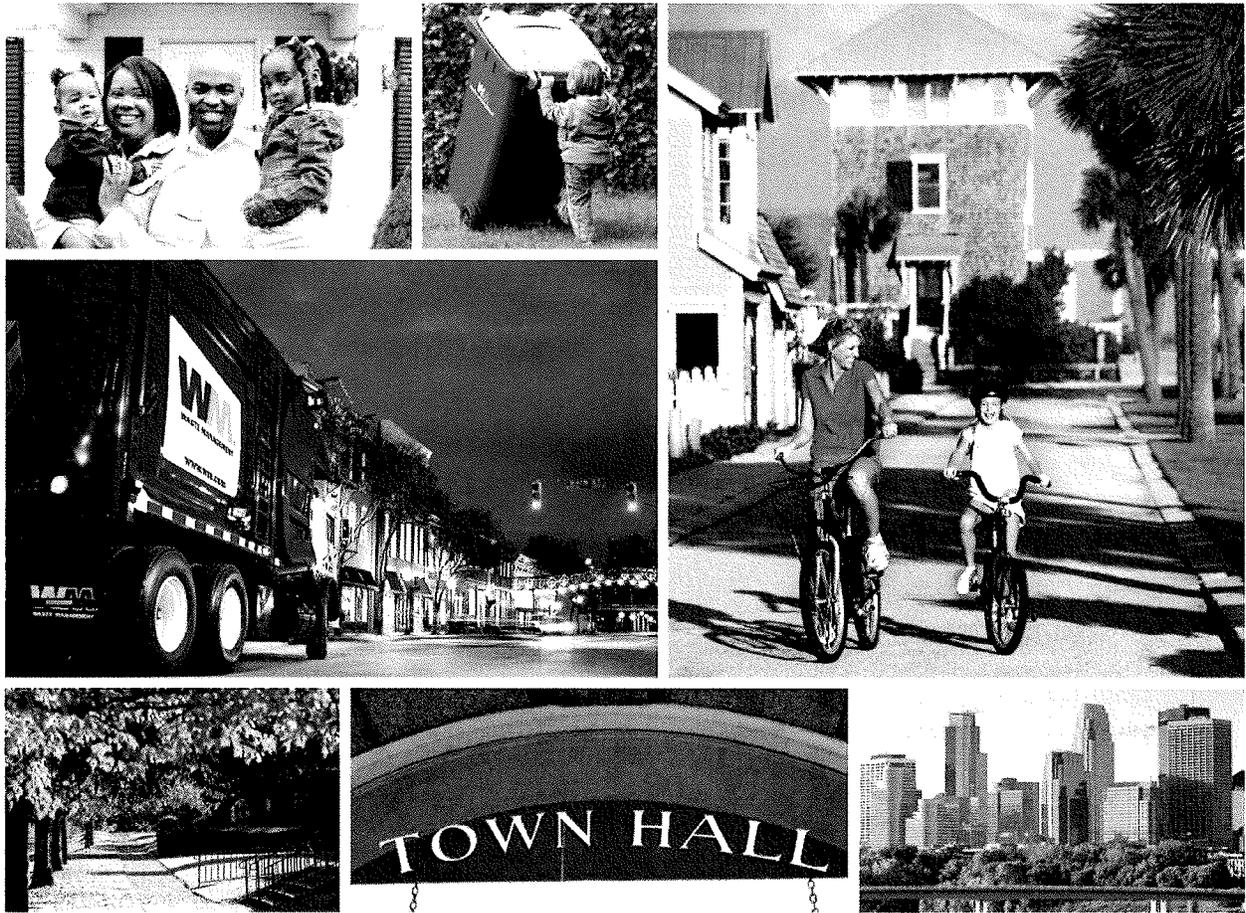
		Year					Total
		1	2	3	4	5	
Refuse							
MSW 35 Gallon Cart	Per Unit Per Month	\$6.67					
MSW 64 Gallon Cart	Per Unit Per Month	\$6.67	\$6.67	\$7.08	\$7.29	\$7.51	
MSW 96 Gallon Cart	Per Unit Per Month	\$6.67	\$208,104.00	\$214,344.00	\$220,896.00	\$227,448.00	\$234,312.00
							\$1,105,104.00
Recycling							
Recycle 35 Gallon Cart	Per Unit Per Month	\$3.88					
Recycle 64 Gallon Cart	Per Unit Per Month	\$3.88	\$3.88	\$4.00	\$4.12	\$4.24	\$4.41
Recycle 96 Gallon Cart	Per Unit Per Month	\$3.88	\$121,056.00	\$124,800.00	\$128,544.00	\$132,288.00	\$137,592.00
							\$644,280.00

Green Site (Compost & Recycling)								
Yardwaste Roll-off	Per Unit Per Pull	\$120.00	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06	\$637.10
Yardwaste Roll-off Disposal	Per Unit Per Ton	Not listed						
Recycle Center /Drop Center	Per Month	\$750.00	\$750.00	\$772.50	\$795.66	\$819.53	\$844.16	\$3,981.85
City Buildings	Per Month	\$130.00	\$130.00	\$133.90	\$137.92	\$142.06	\$146.32	\$690.20
Campground	Seasonal	\$40.00	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02	\$212.37

Countrywide Sanitation

		Year					Total
		1	2	3	4	5	
Refuse							
MSW 35 Gallon Cart	Per Unit Per Month	\$6.50					
MSW 64 Gallon Cart	Per Unit Per Month	\$6.50	Refuse				
MSW 96 Gallon Cart	Per Unit Per Month	\$6.50	\$6.50	\$6.50	\$6.76	\$7.03	\$7.31
			\$202,800.00	\$202,800.00	\$210,912.00	\$219,336.00	\$228,072.00
							\$1,063,920.00
Recycling							
Recycle 35 Gallon Cart	Per Unit Per Month	\$3.50	Recycling				
Recycle 64 Gallon Cart	Per Unit Per Month	\$3.50	\$3.50	\$3.50	\$3.64	\$3.79	\$3.94
Recycle 96 Gallon Cart	Per Unit Per Month	\$3.50	\$3.50	\$3.50	\$3.64	\$3.79	\$3.94
			\$109,200.00	\$109,200.00	\$113,568.00	\$118,248.00	\$122,928.00
							\$573,144.00
Green Site (Compost & Recycling)							
Yardwaste Roll-off	Per Unit Per Pull	\$110.00	Per pull	\$110.00	\$114.40	\$118.98	\$123.74
Yardwaste Roll-off Disposal	Per Unit Per Ton	\$28.00					
Recycle Center /Drop Center	Per Month	\$1,000.00	Per mo.	\$1,000.00	\$1,040.00	\$1,081.60	\$1,124.86
City Buildings (20 Carts)	Per Cart	\$11.00	Per Cart	\$11.00	\$11.44	\$11.90	\$12.38
			City Total Carts	\$220.00	\$228.80	\$237.95	\$247.47
Campground (8 Carts)	Seasonal Per Cart	\$11.00					
							\$1,154.22

PUBLIC SECTOR SOLUTIONS



Proposal for Residential Refuse and Recycling Collection

Paul Kalibabky, Public Sector Services

March 28, 2014



THINK GREEN®

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Waste Management, Inc.
5170 21st Ave. North
East Grand Forks, ND 58203
Phone 701-775-7129

March 28, 2014

Jason Stordahl
Public Works Director
Public Work Department
City of East Grand Forks
600 Demers Avenue
East Grand Forks, MN 56721

Re: Request for Proposals (RFP) for Residential Refuse and Recycling Collection

Dear Mr. Stordahl:

Waste Management of North Dakota is pleased to submit this proposal for Residential Refuse and Recycling Collection Services. As you know, we have provided the City of East Grand Forks with our garbage and recycling services for many years, and during this time, we believe we have done so in a courteous and professional manner. We appreciate the opportunity to demonstrate our willingness and ability to provide the same high level of service to the City of East Grand Forks during the next contract.

Our commitment to safe and professional service would be maintained under a new contract. As your committed partner to safety and service, Waste Management has also made some upgrades to our fleet of vehicles that you may want to know about. All of the collection trucks now have DriveCam and onboard computers with GPS installed. DriveCam helps to keep our drivers focused on safety while on route. Onboard computers help our route managers to improve efficiency and ensure we are providing our customers with the best service possible.

Garbage and recycling collection are our CORE services, and Waste Management has uniformed drivers who perform this work every day. Continuity of service is important to many communities, and the residents of East Grand Forks know what to expect when our vehicles are in their neighborhoods. Our operational team and drivers are extremely knowledgeable about the service we provide the City of East Grand Forks, and this knowledge translates into a high level of service for your community.

By choosing Waste Management to be your environmental service provider, you receive North America's leading environmental services company. As a leader, Waste Management has the resources and experts in place to perform the garbage and recycling services you have requested in your RFP. Waste Management, while being a national company, is also a local employer in the area and has two drivers who live in East Grand Forks. As an area business and an area employer, Waste Management contributes considerably to the local area economy.

Waste Management is focused on providing our customers with valuable environmental services. While we perform our work, we are also focused on safety. Most of our customers tell us they like knowing we keep public safety and protecting property from damage as a top priority while performing our work.

Overall, the City of East Grand Forks can feel confident in their choice of Waste Management for the following reasons:

- Local area business with a proven ability to perform the requested services for the City of East Grand Forks
- Equipment and resources to perform our work at a high level
- Facilities in place to transfer recyclable materials and process those materials for markets
- Leading safety programs which keep our focus on being safe while servicing routes

We greatly appreciate your business and our working relationship, and we look forward to discussing this proposal with you in detail. If there are any questions or items requiring clarification, please do not hesitate to contact Paul Kalibabky at (701) 318-9301.

Respectfully Submitted,



Paul Kalibabky
Public Sector Services

I. Overview of Residential Refuse and Recycling Services

Waste Management is pleased to offer the following services to help East Grand Forks achieve its solid waste and recycling goals.

A. Residential Refuse Collection

The City of East Grand Forks residents have three levels of garbage service to choose from. Waste Management will continue to provide each residential household with a 35, 64, or 96 gallon tote for their household refuse. By using automated collection, Waste Management will continue to provide weekly residential garbage service as outlined in your RFP.

B. Residential Curbside Single Stream Recycling

Waste Management intends to offer the same high level of automated collection for the City of East Grand Forks recycling program. The recycling program we are offering is single stream recycling on an every-other-week collection schedule. Single stream recycling (no sort) allows residential households to recycle a large variety of material. With Waste Management single stream recycling, residents may recycle the following: magazines; office paper; brown paper bags; newspapers; paperboard; paper cardboard; dairy and juice containers; junk mail; phone books; cardboard; plastic bottles and tubs and lids #1-7; aluminum cans; and tin or steel cans. All of the recyclables go into one container without having to be sorted into material types. Single stream reduces the barriers to recycling and simplifies recycling for your residential households. In 2013, the City of East Grand Forks recycled 1,227,084 pounds of single stream recycling. This shows the dedication of East Grand Forks residents to recycling and their commitment to our environment!

Waste Management participates on a national scale in numerous Earth Day, America Recycles Day, and national government association events. We also work with organizations such as the National Wildlife Foundation, Solid Waste Association of North America (SWANA), and Keep America Beautiful. We have more than 20 integrated education centers at our recycling facilities and support communities efforts to encourage recycling.

C. Recyclebank Rewards Program

In addition to the single stream recycling program, the City of East Grand Forks will have the option to maintain the Recyclebank Rewards Program. For nearly two years, the City of East Grand Forks has received this program at no cost for participating in the SC Johnson Green Choices Challenge. If the City chooses to maintain this program as part of our next agreement, Recyclebank will perform a full launch of the Recyclebank Rewards Program. Recyclebank awards participating households with reward points for recycling, which can be redeemed to obtain discounts on a variety of goods and services.

D. Green Site Recycling and Additional Locations

Waste Management is excited to continue providing recycling services at the Green Site location and providing recycling services to the Town Square Apartments, Sunshine Terrace Apartments, State Campground and citywide departments. Depending on location and type of recyclable material, Waste Management will maintain the current program for these locations by using totes, dumpsters, and roll off boxes.

II. Equipment

Waste Management will be using automated sideload trucks for the residential garbage and recycling collection. For servicing the drop site dumpsters and roll offs, Waste Management will use a frontload truck and a roll off truck. All trucks have DriveCam and onboard computers with GPS installed.

III. Municipal References

Waste Management is pleased to provide the following references for your review, highlighting the depth and breadth of our capabilities.

A. Our Qualifications

Our team of experts is committed to delivering quality services and ensuring customer satisfaction in an efficient, streamlined, and effective manner. Though large in scale, Waste Management will tailor our services to meet the needs of East Grand Forks and to ensure consistent, superior service. We are strongly committed to the safe and responsible management of garbage and recycling, full regulatory compliance, and the protection and enhancement of the environment. Along with our local staff, Waste Management offers the resources to assist your community with issues such as regulatory and environmental compliance, health and safety, administration and customer service, back up equipment and operations, and other industry resources.

B. Reference Contact List

Customer	Scope of Service	Contact/Title	Phone Number
City of Grand Forks, ND	EOW residential single stream recycling and recycling drop site collection	LeahRae Amundson, Public Works Interim Director	701-738-8744
City of Fisher, MN	Weekly toted residential trash; monthly toted residential single stream recycling; commercial dumpster service	Amy Fisher, Clerk Treasurer	218-891-2207
City of Wahpeton, ND	Weekly toted residential trash; EOW toted residential single-stream recycling; compost boxes; curbside city clean up	Darcie Huwe, Finance Director	701-642-8448
City of Hatton, ND	Weekly toted residential trash; monthly toted residential single stream recycling; commercial dumpster service; roll off service	Jackie Buchwitz, Auditor	701-543-3243
City of Kindred, ND	Weekly toted residential trash; monthly toted residential single stream recycling; compost roll off	Twila Morrison, Auditor	701-428-3115

IV. Service Charges and Terms

All garbage service charges are for collection service only. Disposal will be paid by the City of East Grand Forks.

A. Residential Garbage and Recycling Service Charges

Garbage	Charge Per Unit Per Month
35 Gallon Garbage Tote	\$6.67
64 Gallon Garbage Tote	\$6.67
96 Gallon Garbage Tote	\$6.67
Recycling	Charge Per Unit Per Month
35 Gallon Garbage Tote	\$3.88
64 Gallon Garbage Tote	\$3.88
96 Gallon Garbage Tote	\$3.88
Recyclebank (Optional-requires all units)	\$0.49

B. Green Site Recycling

Service Description	Service Charge
20 YD Single Stream Recycling Box	No Charge
Cardboard and Mixed Paper Dumpsters	\$750/month
Apartments and City Buildings	\$130/month
State Campground	\$40/month seasonal
Compost Roll Off	\$120/pull plus disposal

C. Your Savings

This new pricing reflects a savings of \$13,081.92 for the first year of the agreement which includes a \$5,765 annual savings on your residential service at your current house count. This does not include the additional savings of approximately \$250 to \$700 per month for compost roll off service or the new fuel protection at \$5.00 per gallon as shown below. The new fuel table will save the City \$1665.50 per month when compared to your current fuel table.

D. Fuel Table

The following fuel table would apply to all service charges presented in this proposal. In order to provide the most cost-effective solution for the city we have chosen to provide a proposal with a separator for fuel prices. If diesel fuel remains below \$5.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$5.00 per gallon, the following percentages will apply. Please see table on the following page.

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$5.00	0 Percent
\$5.00 to \$5.24	2 Percent
\$5.25 to \$5.49	3 Percent
\$5.50 to \$5.74	4 Percent
For each additional \$0.25 the fuel surcharge will increase by 1 Percent	

The published index for determining monthly diesel fuel prices will be the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region. The price published for the first Monday of the month will be used as that month's diesel fuel price. The prices can be viewed at the DOE's website: <http://www.eia.gov/petroleum/gasdiesel/>.

E. Annual Rate Adjustment and Term

After the first year of a five-year agreement, the service charges presented here would increase by three percent annually on the anniversary date of the agreement.

Attachment A.
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY)
12/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A:	ACE American Insurance Company
		INSURER B:	Indemnity Insurance Co of North America
		INSURER C:	ACE Property & Casualty Insurance Co
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF NORTH DAKOTA - GRAND FORKS 5170 21ST AVENUE NORTH P.O. BOX 14627 GRAND FORKS ND 58203-0958	NAIC #	22667
1300299			43575
			20699

COVERAGES

CERTIFICATE NUMBER: 12211578

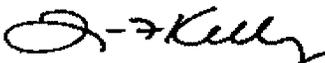
REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

12211578 "For Bid Purposes Only"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2010/05)

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Attachment B.
Single Stream Specifications



THINK GREEN®

wm.com



Steel, Tin & Aluminum Cans



Plastic Bottles & Containers #1-7



Paper

Brown paper bags, office paper, newspaper, magazines, phonebooks



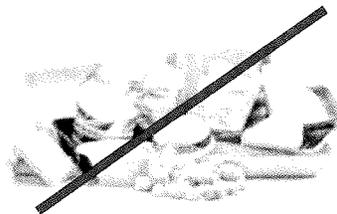
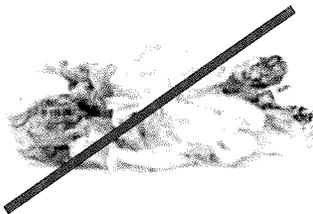
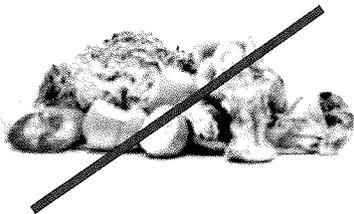
Paper Cardboard, Dairy & Juice Containers



Flattened Cardboard & Paperboard



Glass Bottles & Jars



DO NOT INCLUDE: Sharps (needles), food waste, films, plastic bags, plastic wrap or foam cups & containers

Single SortSM Recycling



Attachment C.

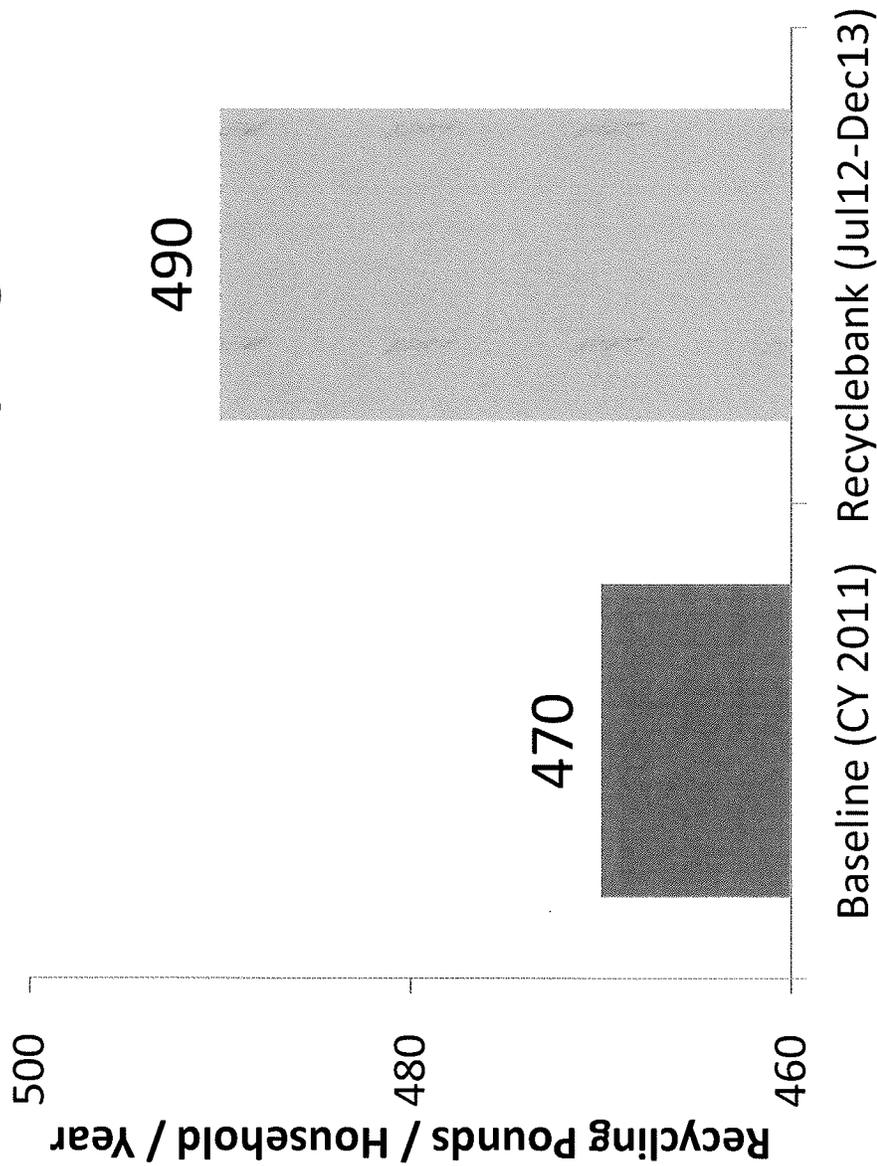
Recycling is Better than Ever Slide



Recycling is Better than Ever!

East Grand Forks residents have increased the amount they recycle since Recyclebank's launch in Jul. 2012.

Household Recycling



Attachment D. City of East Grand Forks Request for Proposal Document

Upon the failure of the Contractor to fulfill any of the provisions of the Contract, the City Manager Administrator shall be authorized to hire such persons and equipment, or assign City employees and equipment, as may be necessary to do such work and the cost of such expenses thereof may be charged and deducted from any monies due the Contractor, collected from the Contractor, or collected by recourse to the Contractor's bond or financial guarantee instrument submitted.

INDICATE THE COST PER HOUSEHOLD PER MONTH FOR THE FOLLOWING SERVICE OPTION:

Contractor to collect mixed solid waste (garbage) at the curbside in Contractor supplied garbage carts of approximately 30, 60, or 90-gallon capacity. Collection is to be performed to the requirements of the City of East Grand Forks. All disposal costs will be paid by the City

NAME Waste Management of North Dakota, Inc.

ADDRESS 5170 21st Ave. North, Grand Forks, ND 58203

CONTACT NAME Paul Kalibabky

PHONE 701-318-9301

FAX 701-277-0716

Service Charges	
MSW Collection 30Gallon Cart	Per Unit Per Month \$6.67
MSW Collection 60 Gallon Cart	Per Unit Per Month \$6.67
MSW Collection 90 Gallon Cart	Per Unit Per Month \$6.67
Recycling Collection Cart 30	Per Unit Per Month \$3.88
Recycling Collection Cart 60	Per Unit Per Month \$3.88
Recycling Collection Cart 90	Per Unit Per Month \$3.88

Any Additional escalators or service fees should be outlined in the space provided below.

Please see proposal.

Please define equipment to be used for collection:
Automated sideload truck, roll off truck, frontload truck

Note: Contractors may also submit alternative proposals in addition to this proposal if they choose.

Qualifications and Experiences

Previous experience is an essential part of our selection criteria. Please provide the names and telephone numbers of at least five (5) different references where similar work was performed.

Please see proposal.

**Proposals for Residential Refuse and Recycling Collection
Services**

**Countrywide
SANITATION COMPANY**

Submitted To

**City of East Grand Forks, MN
Attention: Public Works Department
600 Demers Ave
East Grand Forks, MN 56721**

Submitted By

**Countrywide Sanitation Co.
PO Box 5551
Grand Forks, ND 58201
Phone: 701-772-3344
Fax: 701-772-3037
Email: info@countrywidesanitation.com
Website: www.countrywidesanitation.net**

April 4, 2014

PO Box 5551
Grand Forks, ND 58206-5551
Phone: (701) 722-3344
Fax: (701) 772-3037
www.countrywidesanitation.net

Countrywide

SANITATION COMPANY

April 4, 2014

City of East Grand Forks, MN
Attention: Public Works Department
600 Demers Avenue
East Grand Forks, MN 56721

We would like to respectfully submit this proposal for the refuse and recycling collection for the city of East Grand Forks, MN. Our mission is to provide exceptional waste collection, to deliver the highest quality of customer service, and to protect, preserve, and improve the community of East Grand Forks at a reasonable price. This mission will serve as the foundation for a mutually beneficial relationship for all parties involved.

The City of East Grand Forks will benefit through this partnership in a variety of ways:

1. Locally Owned
2. Extensive Experience
3. Competitive pricing
4. Exceptional Customer Service

Our experienced team takes great pride as being the stewards for the surrounding community because it is our home. Please don't hesitate to contact me should you have any questions.

Sincerely,



Rachel M. Gornowicz
President

I. Background

Mission

Our mission is to provide exceptional waste collection, to deliver the highest quality of customer service, and to protect, preserve, and improve the community of East Grand Forks at a reasonable price.

Vision

- Provide greater cost effectiveness without sacrificing service to the City of East Grand Forks
- To foster and respect employees beliefs, values, and goals
- To advocate open, honest, productive communications throughout the company and community of East Grand Forks

Company

Countrywide Sanitation Company is a locally owned small business providing excellent service to local towns since 2008 by Grand Forks native, Rachel Gornowicz. Rachel and the Countrywide team bring over 45 years of experience to the company positioning them well to offer the level of standards expected by the city of East Grand Forks. Countrywide provides urban and rural residential waste pickup, recycling collection, waste container rentals, commercial and industrial waste collection, and hauling.

Team

All drivers are DOT regulated. Countrywide Sanitation employees are also certified in truck driving and training. The team meets once a week discussing safety topics and regulations as well as participating in Risk Management Programs through Workman's Compensation. Countrywide is also apart of the Northern Occupational Safety and Health Association (NOSHA); providing professional networking opportunities in training in safety, health and environmental practices.



II. Schedule

Countrywide Sanitation Company foresees the following schedule with the city of East Grand Forks, MN:

- Effective Date: Immediately with all Commercial Locations and Green site Recycling.
- Would be able to implement in phases starting 6-8 weeks out due to the order of containers to arrive and distribution processes for Residential Locations.

If awarded the contract, Countrywide Sanitation is willing to work with the city of East Grand Forks and what is most convenient for both the city and Countrywide.

III. Charges/Fees

Service Charges		
MSW Collection 30 Gallon Cart	Per Unit Per Month	\$6.50
MSW Collection 60 Gallon Cart	Per Unit Per Month	\$6.50
MSW Collection 90 Gallon Cart	Per Unit Per Month	\$6.50
Recycling Collection Cart 30	Per Unit Per Month	\$3.50
Recycling Collection Cart 60	Per Unit Per Month	\$3.50
Recycling Collection Cart 90	Per Unit Per Month	\$3.50
Greensite Yardwaste Disposal	Per Unit Per Pull	\$110.00
Greensite Yardwaste Roll-offs	Per Unit Per Ton*	\$28.00
Recycle Center Site	Per Month	\$1000.00
Metal Box	Per Unit Per Pull	\$145.00
Multi-Family , Commercial Business & City Buildings	Per Cart	\$11.00

* Current Grand Forks City Pull

Price Increase

Above charges will be fixed for two years. After two years, if there is a significant increase in equipment, insurance, or fuel charges then we will work to come to a mutually beneficial agreement with both parties.

IV. Services

Customer Service

Countrywide Sanitation will benefit the city of East Grand Forks by achieving the following goals: highest level of customer satisfaction, efficiency in collection methods, reliable level of service, and furthering community education for recycling and waste stream reduction. Countrywide is committed to their reliability and loyalty to the community. East Grand Forks will experience outstanding customer service through the personal connection with Countrywide Sanitation and the community. This personal connection will be built through an open door policy. Headquarters is a short drive away and no issue will be too big or too small for the team to handle.

Recycling Services

- LEED Certification Compatible Services
- Residential and Commercial Pickup
 - Rural and Urban, Weekly or Bi-Weekly Collection
 - Short-Term Service Agreements
- Industrial Waste Collection and Hauling
- Roll-Off Container Rental
- Asbestos Container Rental
- Storage Container Rental
- Scrap Metal Container Rental
- Long-Haul Trucking



Equipment Services

- Ten-to Fifty-Cubic Yard Capacity Containers
- Front, Side, and Rear Load Containers
- State Approved Enclosed Asbestos Containers
- Storage Containers
- Scrap Metal Containers

V. Equipment

All trucks abide by DOT Policy. All trucks are fully equipped with GPS, and real time location. This allows the company and customers to know where trucks are located at all times. Countrywide Sanitation will be using the following equipment to meet our mission: Roll-Off Trucks, Side-Load Trucks, Rear-Load Trucks. Any questions regarding our equipment will be available upon request.



***Pictured Above (Left to Right): Side-Loader, Rear-Loader**

VI. Insurance

- a. Certificate of Insurance – SEE **Appendix A**
- b. Any additionally copies of Insurance policies are available upon request.

VII. Summary

Countrywide Sanitation would be privileged to serve the City of East Grand Forks, MN for the refuse and recycling collection. Our mission is to provide exceptional waste collection, to deliver the highest quality of customer service, and to protect, preserve, and improve the community of East Grand Forks at a reasonable price. Countrywide views this as a partnership and will support the East Grand Forks community with integrity.



VIII. References

Cavalier Air Station

Joseph E Bac, SrA, USAF

Grand Forks Air Force Base, ND

(701) 203-6527

Refuse and recycling collection for airbase building facilities and residential housing along with recyclable cardboard and commercial trash collection.

Balfour Beatty Communities

Christine Meine

PO Box 10044

Grand Forks Air Force Base, ND

(701) 594-8003

Residential refuse and recycling collection for all the military housing at the Grand Forks Air Force Base, in which a private contract with the management company was obtained.

City of Thompson

Mayor Karyn Hippen

306 Pacific Avenue

Thompson, ND

(701) 599-2973

Residential refuse and recycling collection, commercial refuse and recycling collection, drop off center for yard waste and recycling.

City of Manvel ND

Mayor Chad Gilbertson

508 Oldham Avenue

Manvel, ND

(701) 696-2316

Residential recycling collection and commercial recycling collection.

American Crystal Sugar Company

Mr. Lee Norman

101 North 3rd Street

East Grand Forks, MN

(218) 773-5705

Heavy Industrial Hauling, Refuse and recycling collection.

Appendix A

Insurance Policy (See Next Page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EVERGREEN INSURANCE AGENCY 722 DEMERS AVENUE EAST GRAND FORKS MN 56721-		CONTACT NAME: JASON MACK PHONE (A/C, No, Ext): (218) 773-4158		FAX (A/C, No): (218) 773-1699	
INSURED COUNTRYWIDE SANITATION CO. PO BOX 5551 GRAND FORKS ND 58201-		EMAIL ADDRESS: jmack.evergreen@midconetwork.com PRODUCER CUSTOMER ID #:		INSURER(S) AFFORDING COVERAGE	
		INSURER A : ALLIED INSURANCE		NAIC #	
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4X96385	08/05/2013	08/05/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			4X96385	08/05/2013	08/05/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			4X96385	08/05/2013	08/05/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4X96385	08/05/2013	08/05/2014	WC STATUTORY LIMITS OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	<input checked="" type="checkbox"/>						E.L. DISEASE - EA EMPLOYEE \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 500,000
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER COUNTRYWIDE SANITATION CO. P.O. BOX 5551 GRAND FORKS ND 58201-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Request for Council Action

Date: 4/15/2014

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

Cc: File

From: David Murphy, City Administrator

RE: EAPC Contract

We have received a signed copy of the Contract proposed by EAPC Architects for the Civic Center Expansion project. The highlights of the contract are as follows:

-
- **Compensation.** EAPC is proposing a sliding scale relative to the size of the project. (page 16, Article 11) The Scale starts at 12% of the total cost for a \$150,000 project to 9% of the total cost for a project valued at \$2,000,000 or more.
 - **Up-Front Fees.** The contract calls for the Pre-Design Services that have been performed up to this point amount to \$6,744 which represents meeting attendance, generation of the 3 conceptual designs, providing estimates of probable costs for the 3 options and presentation to Council. This fee would be payable up front at the signing of the contract and separate from the percentage-based fee shown above.
 - **Additional Services.** Additional services are described in Article 4, pages 8 & 9. The additional services are not included in the Basic Services as described in Article 11. If Additional Services are required the compensation will be calculated based on the rate structure provided on pages 19 & 20.
-

Mr. Dietrich will be at the meeting to answer any questions the Council may have.



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of April in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of East Grand Forks
600 DeMers Avenue
East Grand Forks, MN 56271
Telephone Number: (701) 773-2483

and the Architect:
(Name, legal status, address and other information)

Engineers-Architects, P.C. (herein known as EAPC)
3100 DeMers Avenue
Grand Forks, ND 58201
Telephone Number: (701) 775-3000
Fax Number: (701) 772-3605

for the following Project:
(Name, location and detailed description)

City of East Grand Forks
Civic Center Hockey Arena
Locker Room Renovations
East Grand Forks, Minnesota

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

EAPC has presented 3 options (A, B and C) ranging from renovations to create single varsity girls locker room to an approximately 15,000 SF addition to create 5 locker rooms and relocated concessions, with new stairs and communal space.

The cost estimates for these options range from \$150,000 for Option A to \$1.4 million for Option B to \$2.1 million for Option C

The current understanding is that Options B and C would both require the addition of an elevator for accessibility compliance and a fully automatic sprinkler system for fire protection, whereas Option A would not..

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Summer 2014

- .2 Substantial Completion date:

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all 2014, in time for 2014-2015 hockey season.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence	\$ 1,000,000
Damage to Rented Premises (each occurrence)	\$ 500,000
Med Exp (any one person)	\$ 15,000
Personal & Adv Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products - Comp/Op Agg	\$ 2,000,000

Excess / Umbrella Liability:

Each Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000

.2 Automobile Liability

Combined Single Limit (each accident)	\$ 1,000,000
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.3 Workers' Compensation

Statutory

.4 Professional Liability

Each Claims	\$ 2,000,000
Aggregate	\$ 2,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

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§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall review with the Owner a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect has prepared and presented for the Owner's approval of three preliminary designs illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval and selection of one of the preliminary designs, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

(Paragraph deleted)

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§ 3.2.6 The Architect has submitted to the Owner an estimate of the Cost of the Work for each of the three options prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

- 2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- 3 organizing and conducting a pre-bid conference for prospective bidders;
- 4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- 5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	

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§ 4.1.7	Civil engineering	Architect	Limited to immediate construction area
§ 4.1.8	Landscape design	Not Provided	
§ 4.1.9	Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	
§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Architect	
§ 4.1.14	As-Designed Record drawings	Architect	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Architect	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Programming and multiple preliminary designs have been completed as of date of this agreement. Civil Engineering for immediate project area only to be provided if Options B or C are selected. Detailed cost estimates to be provided once per phase, 3 total.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

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- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Six (6) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Nine (9) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

Init.

Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Init.

Litigation in a court of competent jurisdiction

Other (Specify)

Direct, good faith negotiation, then mediation if mutually agreeable.

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

Init.

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation to be based upon a sliding scale relative to the size of the project. Compensation to be 12% of total construction costs for a project of \$150,000 and adjust down to 9% of total construction costs for a project of \$2 million or more. Compensation to be calculated on a pro-rated basis for project values between those thresholds.

Pre-Design Services are currently complete, and will be billed in a lump sum fee of \$6,744.00. This amount represents the work completed to date, of multiple meetings, generating 3 conceptual designs, providing Opinions of probable cost for each of the 3 options, and presenting to the Council. This fee is up front and separate from the percentage-based fee discussed below for moving forward with the project.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly per attached rate chart.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per attached rate chart.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

Init.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly per attached rate chart.

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

EAPC retains all rights unless other agreement can be reached.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

18.00 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Hourly Rate Chart FY2014

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

OWNER

ARCHITECT

(Signature)

David Murphy, City Administrator

(Printed name and title)

(Signature)

Wayne G. Dietrich, AIA

(Printed name and title)

Init.

Hourly Rate Structure – FY2014

Architectural/Engineering Services

▪ Principal Architect/Engineer -----	\$ 140.00 per hour
▪ Associate Architect/Engineer-----	\$ 130.00 per hour
▪ Senior Architect/Engineer/Designer -----	\$ 125.00 per hour
▪ Architect/Engineer/Designer-----	\$ 118.00 per hour
▪ Architect/Engineer/Designer Intern I-----	\$ 108.00 per hour
▪ Architect/Engineer/Designer Intern II-----	\$ 100.00 per hour
▪ Architect/Engineer Technician Level I-----	\$ 92.00 per hour
▪ Architect/Engineer Technician Level II-----	\$ 88.00 per hour
▪ CADD Technician Level I-----	\$ 78.00 per hour
▪ CADD Technician Level II-----	\$ 72.00 per hour

Construction Services

▪ Associate Construction Specialist-----	\$ 118.00 per hour
▪ Construction Specialist Level I-----	\$ 100.00 per hour
▪ Construction Specialist Level II-----	\$ 92.00 per hour
▪ Construction Technician Level I-----	\$ 85.00 per hour
▪ Construction Technician Level II-----	\$ 75.00 per hour

Office Support Services

▪ Secretarial Level I-----	\$ 62.00 per hour
▪ Secretarial Level II-----	\$ 56.00 per hour
▪ Office Assistant-----	\$ 46.00 per hour

Mileage (follows the federal rate)----- \$ 0.56 per mile

Direct costs such as long distance telephone calls; printing; duplicating; outside services; and related items are charged to the Project as they occur strictly for the project. If out of town trips are required by our personnel a per diem charge will be made on an actual expense basis. All direct job expense will be assessed 15% for administration. All rates are effective through December 31, 2014.

Init.

Expense Charges – EAPC - JANUARY 2014

PRODUCTION RUN RATES
(Plotter/Opaq)

11 x 17	\$1.65/EA
24 x 36	\$2.00/EA
28 x 42	\$3.45/EA
30 x 42	\$3.45/EA
44 x 34	\$3.80/EA
36 x 48	\$4.10/EA

INDV. SHEET PRINTING RATE

11 x 17	\$3.00/EA
24 x 36	\$3.75/EA
Other (Larger than 24 x 36)	\$7.00/EA

XEROX PHOTOCOPIER

8 ½ x 11	\$.12/EA
8 ½ x 14	\$.15/EA
11 x 17	\$.18/EA

SPECIFICATION ASSEMBLY (Bound)

\$20.00/EA

LAMINATING 2 SIDED

24 x 36	\$16.50/EA
24" wide x FT.	\$5.65/FT.

COLOR REPRODUCTION
COLOR PLOTS

8 ½ x 11 (OTHER PEOPLES DISK)	\$3.60/EA
8 ½ x 14 (OTHER PEOPLES DISK)	\$3.60/EA
11 x 17 (OTHER PEOPLES DISK)	\$6.75/EA
24 x 36 (OTHER PEOPLES DISK)	\$24.00/EA

COLOR PLOTS

8 ½ x 11 (IN HOUSE DRAWING)	\$1.25/EA
8 ½ x 14 (IN HOUSE DRAWING)	\$1.25/EA
11 x17 (IN HOUSE DRAWING)	\$2.00/EA
24 x 36 (IN HOUSE DRAWING)	\$7.75/EA

Mileage

(Follows the federal rate) Currently \$0.56 /MI

Init.

Request for Council Action

Date: March 25, 2014

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

Cc: File

From: Dave Aker

RE: Purchase of a 2015 Pick-up for the Park Department

Background:

I received a government bid on a 2015 pick-up. It's from Hibbing, MN, Ranger GM for a price of \$26,922.00. It has all the options we need, including a snow plow prep package and trailering equipment.

Recommendation:

I would take the one from Hibbing includes a bed liner, spray-on pick-up box bed liner consisting of high pressure.

Enclosure:

ENCLOSED

Prepared For:

CITY OF EAST GRAND FORKS
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Email: skovar@eastgrandfork
s.net

Prepared By:

BOB OHARA
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Email: rwohara01@aol.com

2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Reg Cab 133.6" TK25903

PRICING SUMMARY

PRICING SUMMARY - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

	<u>VQ2</u>
Base Price	\$31,413.20
Total Options:	-\$5,586.20
Vehicle Subtotal	\$25,827.00
Advert/Adjustments	\$0.00
Destination Charge	\$1,095.00
GRAND TOTAL	\$26,922.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 321.0, Data updated 2/25/2014
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Customer File:

Prepared For:

CITY OF EAST GRAND FORKS
Phone: (218) 773-1313
Email: skovar@eastgrandforks.net

Prepared By:

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RANGER GM
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Fax: (218) 263-7576
Email: rwohara01@aol.com

2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Reg Cab 133.6" TK25903

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

<u>Code</u>	<u>Description</u>	<u>VQ2</u>
TK25903	2015 GMC Sierra 2500HD 4WD Reg Cab 133.6"	\$31,413.20

SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

CATEGORY

<u>Code</u>	<u>Description</u>	<u>VQ2</u>
BODY CODE		
E63	PICKUP BOX, WIDESIDE (STD)	\$0.00
SUSPENSION PKG		
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING, HEAVY-DUTY includes 51mm twin tube shock absorbers and 33mm front stabilizer bar (STD)	\$0.00
EMISSIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
ENGINE		
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, FLEXFUEL capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (E63) fleetside pickup box; (322 hp [240.1 kW] @ 4400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (ZW9) pickup box delete (Does not include E85 capability with (ZW9) pickup box delete.) (STD)	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 321.0, Data updated 2/25/2014
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Customer File:

Prepared For:

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2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Reg Cab 133.6" TK25903

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

CATEGORY

Code	Description	VQ2
TRANSMISSION		
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine.)	\$0.00
GVWR		
GEH	GVWR, 9500 LBS. (4309 KG) (Requires (L96) Vortec 6.0L V8 SFI engine and 4WD.)	\$0.00
AXLE		
GT5	REAR AXLE, 4.10 RATIO (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG (Compressed Natural Gas) engine.)	\$0.00
PREFERRED EQUIPMENT GROUP		
1SA	WORK TRUCK PREFERRED EQUIPMENT GROUP includes standard equipment	\$0.00
WHEELS		
PYN	WHEELS, 17" (43.2 CM) STEEL includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (STD)	\$0.00
TIRES		
QXT	TIRES, LT265/70R17E ALL-TERRAIN, BLACKWALL	\$170.00
PAINT SCHEME		
ZY1	PAINT, SOLID	\$0.00
PAINT		
GAZ	SUMMIT WHITE	\$0.00
SEAT TYPE		
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER RECLINE with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)	\$0.00
SEAT TRIM		

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2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Reg Cab 133.6" TK25903

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

CATEGORY

Code	Description	VQ2
SEAT TRIM		
H2Q	JET BLACK/DARK ASH, VINYL SEAT TRIM	\$0.00
RADIO		
IO4	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY WITH INTELLILINK, AM/FM STEREO WITH USB PORTS auxiliary jack, SD card slot, Bluetooth streaming audio for music and most phones, hands-free smartphone integration, Pandora Internet radio and voice-activated technology for radio and phone	\$255.00
ADDITIONAL EQUIPMENT		
PCR	SIERRA FLEET CONVENIENCE PACKAGE includes (DL8) outside heated power-adjustable mirrors and (AQQ) Remote Keyless Entry (Includes (A31) power windows on regular cab. Upgradeable to (DPN) Mirror. Not available with (DF2) Mirror.)	\$518.50
VYU	SNOW PLOW PREP PACKAGE includes power feed for backup and roof emergency light, (KW5) 220- amp alternator with gas engine or (KH5) dual 150-amp alternators with diesel engine, forward lamp wiring harness, (TRW) provision for cab roof mounted lamp/beacon, (NZZ) underbody shield and Heavy-Duty front-springs. (Only available on 4WD models. Regular cab is not available with (LC8) 6.0L V8 SFI Gaseous engine.)	\$382.50
K05	ENGINE BLOCK HEATER (Required with (LML) Duramax 6.6L Turbo Diesel V8 engine.)	\$76.50
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR	\$335.75
K4B	BATTERY, 730 COLD-CRANKING AMPS, AUXILIARY (Not available with (LML) Duramax 6.6L Turbo Diesel V8 engine.)	\$114.75
KW5	ALTERNATOR, 220 AMPS (Requires (L96) Vortec 6.0L V8 engine. Included with (VYU) Snow Plow Prep Package when ordered with (L96) Vortec 6.0L V8 engine.)	\$0.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED (Requires with (Z82) trailering equipment with (E63) pickup box.)	\$195.50

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2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Reg Cab 133.6" TK25903

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

CATEGORY

<u>Code</u>	<u>Description</u>	<u>VQ2</u>
ADDITIONAL EQUIPMENT		
Z82	TRAILERING EQUIPMENT Trailing hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground, The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Not available with (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)	\$238.00
NZZ	UNDERBODY SHIELD, FRAME-MOUNTED SHIELDS includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Included and only available with (VYU) Snow Plow Prep Package.)	INC
TRW	PROVISION FOR CAB ROOF-MOUNTED LAMP/BEACON provides an instrument panel-mounted switch and electrical wiring tucked beneath the headliner for a body upfitter to connect a body-mounted warning or emergency lamp (Included with (VYU) Snow Plow Prep Package.)	INC
DL8	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE (includes driver's side spotter mirror) (Black, Included and only available with (PCR) Sierra Fleet Convenience Package)	INC
CGN	BED LINER, SPRAY-ON Pickup box bed liner consisting of high pressure, chemically bonded, sprayed-on polyurea & polyurethane liner formulation. Liner is permanently bonded to the truck bed providing a water tight seal. The textured, non-skid surface is black in color and robotically applied to yield consistent 90 mil floor and tailgate thickness along with 50 mil box sidewall thickness. Spray-on liner covers entire bed interior surface below side rails, including tailgate, front box top rail, gage hole plugs and lower tie down loops. (Not available with (ZW9) pickup box delete, (VUK) tailgate liner, LPO, (VBN) bed rug, LPO or (VZX) bed liner, LPO. Not available with any ship thru code.)	\$403.75

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2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Reg Cab 133.6" TK25903

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

CATEGORY

Code	Description	VQ2
ADDITIONAL EQUIPMENT		
A31	WINDOWS, POWER WITH DRIVER EXPRESS UP AND DOWN AND EXPRESS DOWN ON ALL OTHER WINDOWS (Included and only available with (PCR) Sierra Fleet Convenience Package)	INC
AQQ	REMOTE KEYLESS ENTRY (Included and only available with (PCR) Sierra Fleet Convenience Package.)	INC
9L7	UPFITTER SWITCHES, (4)	\$106.25
	BID ASSISTANCE Authorization code: 544667	-\$8,500.00
SPECIAL EQUIPMENT OPTIONS		
8S3	BACKUP ALARM, 97 DECIBELS (Not available with SEO (SFW) back-up alarm calibration or (UY2) trailer wiring provisions.)	\$117.30
OPTIONS TOTAL		-\$5,586.20

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2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Reg Cab 133.6" TK25903

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

ENTERTAINMENT

- Audio system, 4.2" Diagonal Color Display, AM/FM stereo with USB ports auxiliary jack and SD card slot (Upgradeable to (IO4) 4.2" diagonal color display radio with IntelliLink.)
- XM Satellite Radio, delete
- Audio system feature, 4-speaker system

EXTERIOR

- Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered.
- Tires, LT245/75R17E all-season, blackwall
- Wheels, 17" x 7.5" (43.2 cm x 19.1 cm) full-size, steel spare Spare not included with (ZW9) pickup box delete unless a spare tire is ordered. (Requires 17" wheels and tires.)
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)
- Bumper, front chrome
- CornerStep, rear bumper (Requires (E63) pickup box.)
- Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)
- Grille surround, chrome
- Headlamps, halogen projector
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside manual, Black
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection caps, top
- Tailgate, locking, utilizes same key as ignition and door (Deleted with (ZW9) pickup box delete.) (Deleted when (ZW9) pickup box delete is ordered.)

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2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Reg Cab 133.6" TK25903

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

INTERIOR

- Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar.
- Seat trim, Cloth
- Steering column, manual Tilt-Wheel
- Steering wheel
- Floor covering, Graphite-colored rubberized-vinyl
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

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2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Reg Cab 133.6" TK25903

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (E63) fleetside pickup box; (322 hp [240.1 kW] @ 4400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (ZW9) pickup box delete (Does not include E85 capability with (ZW9) pickup box delete.)
- Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG (Compressed Natural Gas) engine.)
- Suspension Package, Handling/Trailering, heavy-duty includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Pickup box, Wideside
- GVWR, 9500 lbs. (4309 kg) (Requires (L96) Vortec 6.0L V8 SFI engine and 4WD.)
- Air cleaner, high-capacity
- Transfer case, with floor-mounted shifter (included with 4WD models only.)
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Frame, fully-boxed, hydroformed front section
- Recovery hooks, front, frame-mounted, black
- Cargo tie downs (4), movable upper (Requires (E63) pickup box.) (Not available with (ZW9) pickup box delete.)
- Steering, Recirculating Ball
- Brakes, 4-wheel antilock, 4-wheel disc
- Exhaust, aluminized stainless-steel muffler and tailpipe

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2015 Fleet/Non-Retail GMC Sierra 2500HD 4WD Reg Cab 133.6" TK25903

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail TK25903 4WD Reg Cab 133.6"

SAFETY

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, single-stage frontal and thorax side-impact, driver and front passenger, and head curtain side-impact, front and rear outboard seating positions (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bag deactivation switch, frontal passenger-side
- OnStar, delete
- Tire Pressure Monitoring System (does not apply to spare tire)

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Request for Council Action

Date: April 15, 2014

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

Cc: File

From: Nancy Ellis, City Planner

RE: Rezone property at 630 20th St NW

RECOMMENDATION TO COUNCIL

Planning Commission recommends to rezone Lot 1 Block 3 Garden Valley Addition from R-1 to PUD to split the lots and twinhomes into 2 parcels/properties. The recommended zoning is consistent with the 2040 Land Use Plan.

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Brent Parsons

REQUESTED ACTION: Applicant is requesting approval to rezone the property from R-1 to PUD to split lots and sell twinhomes

SITE ZONING/LAND USE: R-1 is the current zoning, Duplex on site.

SURROUNDING ZONING/LAND USE:

North: R-1 zoning, single family homes

West: PUD zoning, apartments

South: R-1 zoning, single family homes

East: R-1 zoning, single family homes

LOCATION: See attached map

C:\Documents and Settings\mnelson\Local Settings\Temporary Internet Files\Content.Outlook\SXV4RHV5\Rezone Parson property (2).doc

SPECIAL INFORMATION

We have received an application from Brent Parsons to rezone a lot on the corner of 7th Ave NW and 20th St NW from R-1 to PUD to allow for two-family housing to be sold separately instead of renting or sharing the lot as a condo unit. A PUD plan of the site must be submitted for review and approval at the Planning Commission meeting. This lot already has a duplex/twinhome that sits on one lot. Mr. Parsons is hoping to split the lot and sell each side of lot and twinhome to independent owners instead of one owner for the entire lot and twinhomes/duplex and rent each side or each own their portion of the building and condo the lot. This split is a result of lending issues and clean title questions with the sale of each side.

ANALYSIS

The Planning Commission should make its recommendation based on the following:

- Is this an appropriate zoning for this property?
Staff Comment: It would be appropriate to zone the property for PUD as it would be zoned according to the two-family dwelling currently on the lot. Sale of each side would be preferred to rental.
- How would this zoning fit with the current City Comprehensive Plan?
Staff Comment: The City's Comprehensive Plan is comprised of the following plan elements: 2040 Land Use Plan, 2012 Greenway Plan Update, 2035 Long Range Transportation Plan, and the 2009 River Forks Downtown Plan Update. The 2040 Land Use Plan was adopted in 2010. The Plan provided growth scenarios for the City out thirty years. The plan does show a need to consider mixed use development (different types of housing together in the same area) and have affordable housing near everyday uses/amenities and transit. This does fit with the City's current Comprehensive Plan
- How does this zoning fit into the current zoning in the area?
Staff Comment: PUD is consistent with the current zoning map. It is not spot zoning as the property would have other duplex and apt. housing to the west of the property and this is not a new building.

STAFF RECOMMENDATION

Staff recommends considering approval to establish PUD zoning for Garden Valley Addition property, with the recommendation that the PUD plan is designed to match the feel of the surrounding area/uses.



Request for Council Action

Date: April 15, 2014

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

Cc: File

From: Nancy Ellis, City Planner

RE: Approve the Garden Valley PUD plan for the properties at 630 20th St NW

RECOMMENDATION TO COUNCIL

Planning Commission recommends approving the Garden Valley Addition PUD development plan for the split of the duplex/twinhome with the understanding that any changes, additions, or construction would require an amendment to the PUD plan.

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Brent Parsons

REQUESTED ACTION: Applicant is requesting approval of Garden Valley Addition PUD Concept Development Plan (2 twinhome lots).

SITE ZONING/LAND USE: PUD would be the current zoning (if approved), Duplex on site.

SURROUNDING ZONING/LAND USE:

North: R-1 zoning, single family homes

West: PUD zoning, apartments

South: R-1 zoning, single family homes

East: R-1 zoning, single family homes

General Comments

Planned Unit Development (PUD) Zoning District allows for variations in development and requirements. Often times, certain subdivisions are zoned PUD to allow for different types of housing (single family, townhomes, 4-plexes) within the one subdivision/plat. PUDs also allow for changes to setbacks, lot sizes, requirements for plantings, fences, sheds, etc.... so that the property can be sold separately to meet its current development.

Mr. Parsons owns a duplex/twinhome on a single lot. Each twinhome/duplex has been sold separately in the past as a condo unit with a shared lot. However, when trying to sell these duplexes/twinhomes separately; he has run into title issues and cannot sell. He would like to split the lot and sell each side of the duplex and lot underneath as a twinhome so that he can sell each lot/home. This concept development plan addresses a number of items: parking spaces and requirements, building square footage, building setbacks (including a zero lot line for attached twinhome) and impervious coverage of lots. Each side has its own utilities and leads from the street.

STAFF RECOMMENDATION

Staff recommends approval of the Garden Valley Addition PUD concept development plan.

RESOLUTION NO. 14 – 04 – 36

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

WHEREAS, Brent Parsons approached the City of East Grand Forks with a proposal to rezone and split Lot 1, Block 3, Garden Valley Addition into 2 lots replatted as Garden Valley 6th Resubdivision (the “Subject Property”); and

WHEREAS, the Developer proposed to split the lot and sell each side of the duplex/twinhome on the Subject property; and

WHEREAS, the Subject Property is currently zoned R-1 Single Family Residential which does not allow the for the split of lots and sale of twinhomes with a zero lot line setback; and

WHEREAS, on April 3, 2014, pursuant to City Code Section 152.024, Paragraph B, Subparagraph 6, the City’s Planning Commission held a public hearing for the purpose of considering the Developer’s request to rezone the Subject property from R-1 Single Family Residential to PUD; and

WHEREAS, the Planning Commission sent its report to the City Council approving the Developer’s request to rezone the Subject property from R-1 Single Family Residential to PUD; and

WHEREAS, after careful consideration, the City Council finds that:

1. The proposed rezoning has been considered in relation to the specific policies and provisions of, and has been found to be consistent with the official City Land Use Plan.
2. The proposed use is or will be compatible with present and future land uses of the area.
3. The proposed use conforms with all performance standards contained in City Code Chapter 152.
4. The proposed use can be accommodated with existing and planned public services and will not overburden the City’s service capacity.
5. Traffic generation by the proposed use is within the capabilities of the street system serving the property.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the zoning of Lot 1, Block 3, Garden Valley Addition is changed from R-1 Single Family Residential to PUD.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: April 15, 2014

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th of April, 2014.

Mayor

GARDEN VALLEY 6TH RESUBDIVISION

TO THE CITY OF

EAST GRAND FORKS, MINNESOTA

Being a replat of Lot 1, Block 3,

Garden Valley Addition



DEVELOPMENT		DATA
	SQUARE FEET	PERCENTAGE
DDP BOUNDARY LOT 16	10,990 SQ.FT.	100.00
BLDGS 1 DUPLEX	1,554 SQ.FT.	14.14
GARAGES 2	246 SQ.FT.	2.24
DRIVEWAY AREA	978 SQ.FT.	8.90
SIDEWALK	184 SQ.FT.	1.67
CONCRETE PATIO	130 SQ.FT.	1.18
GREEN AREA	7898 SQ.FT.	71.87

RESIDENTIAL - THREE (3) BEDROOM OR LESS: TWO (2) OFF-STREET SPACES.
 UNITS 2
 DENSITY (GROSS). 6.4 UNITS/ACRE
 GARAGES 0 STALLS
 PARKING 4 OPEN AIR STALLS
 TOTAL PARKING 4 STALLS
 IMPERVIOUS AREA LOT A 21.0%
 IMPERVIOUS AREA LOT B 33.7%

NOTES:

THIS PROJECT SHALL CONFORM TO THE LOCAL CODE, BUILDING CODE, AND FIRE CODE UNLESS SHOWN OTHERWISE HEREON.

APPROVAL SUBJECT TO THE SUBMITAL OF A COPY OF THE COMMON WALL AGREEMENT.

THIS PUD WILL HAVE RESTRICTIVE CONVENANTS GOVERNING THIS DEVELOPMENT.

SETBACK RESTRICTIONS

YARD	MINIMUM SETBACK
FRONT	30'
SECOND FRONT	15'
ATTACHED TWINHOME	0'
SIDE	6'
REAR	25'

IMPERVIOUS SURFACE 45% MAXIMUM FOR SINGLE FAMILY

PLANTING SCHEDULE

THE OWNER SHALL BE RESPONSIBLE FOR THEIR OWN MINIMUM LANDSCAPING AND PLANTINGS.

LEGEND

EXISTING LOT LINE	-----
DEVELOPMENT BOUNDARY	-----
EASEMENTS	-----
EXISTING CONCRETE	▤ ▥ ▦ ▧ ▨ ▩
EXISTING CURB & GUTTER	=====
EXISTING BUILDING	▨ ▩
EXISTING DECK	▨ ▩
BUILDING SETBACK LINE	-----

Garden Valley Addition PUD
 GENERAL DEVELOPMENT PLAN

Duplex
 Located in
 Lot 1, Block 3
 Garden Valley Addition

Request for Council Action

Date: April 15, 2014

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

Cc: File

From: Nancy Ellis, City Planner

RE: Final Approval of Garden Valley 6th Resubdivision (630 20th St NW)

PLANNING COMMISSION RECOMMENDATION:

Planning Commission recommends final approval of the Garden Valley 6th Resubdivision with the following comments:

- 1) Submit a digital file to planning office.
- 2) Work with the Inspections Department to meet building code requirements for privately owned twinhomes instead of rental property.

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Brent Parsons

REQUESTED ACTION: Applicant is requesting preliminary approval and possible final approval of Garden Valley 6th Resubdivision being a replat of Lot 1 Block 3 Garden Valley Addition.

SITE ZONING/LAND USE: PUD will be the current zoning for lots (if approved in prior hearing).

SURROUNDING ZONING/LAND USE:

North: R-1 zoning, single family homes

West: PUD zoning, apartments

South: R-1 zoning, single family homes

East: R-1 zoning, single family homes

LOCATION: The parcel is located on the corner of 7th Ave NW and 20th St NW

COMMENTS

This can be final approval for the Garden Valley 6th Resubdivision from one lot into 2 lots. Lot 1 Block 3 Garden Valley Addition will be platted to allow for the split of a twinhome and respective lot into 2 lots for sale. Originally, this lot was platted in the Garden Valley Addition for single family homes. However a twinhome/duplex was built on the site (before current zoning practices) and each side was rented. Now the property owners would like to sell each twinhome and lot.

As far as a developer's agreement, the curb and gutter, as well as, utilities have already been installed for all of the lots.

STAFF RECOMMENDATION

Staff recommends final approval of the Garden Valley 6th Resubdivision with the following comments:

- 3) Submit a digital file to planning office.
- 4) Work with the Inspections Department to meet building code requirements for privately owned twinhomes instead of rental property.

Request for Council Action

Date: April 15, 2014

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

Cc: File

From: Nancy Ellis, City Planner

RE: Rezone property at 417-419 20th St NW

RECOMMENDATION TO COUNCIL

Planning Commission recommends to rezone Lot 16 Block 1 Garden Valley 2nd Addition from R-1 to PUD to split the lots and twinhomes into 2 parcels/properties. The recommended zoning is consistent with the 2040 Land Use Plan.

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Joey Pederson

REQUESTED ACTION: Applicant is requesting approval to rezone the property from R-1 to PUD to split lots and sell twinhomes

SITE ZONING/LAND USE: R-1 is the current zoning, Duplex on site.

SURROUNDING ZONING/LAND USE:

North: R-1 zoning, single family homes

West: R-1 zoning, single family homes

South: R-1 zoning, single family homes and some apartments

East: R-1 zoning, single family homes

LOCATION: See attached map

C:\Documents and Settings\mnelson\Local Settings\Temporary Internet Files\Content.Outlook\SXV4RHHV5\Rezone Pederson property (2).doc

SPECIAL INFORMATION

We have received an application from Joey Pederson to rezone a lot on the corner of 5th Ave NW and 20th St NW from R-1 to PUD to allow for two-family housing to be sold separately instead of renting or sharing the lot as a condo unit. A PUD plan of the site must be submitted for review and approval at the Planning Commission meeting. This lot already has a duplex/twinhome that sits on one lot. Mr. Pederson is hoping to split the lot and sell each side of lot and twinhome to independent owners instead of one owner for the entire lot and twinhomes/duplex and rent each side or each own their portion of the building and condo the lot. This split will also help with lending issues and clean title questions regarding the sale of each side.

ANALYSIS

The Planning Commission should make its recommendation based on the following:

- Is this an appropriate zoning for this property?
Staff Comment: It would be appropriate to zone the property for PUD as it would be zoned according to the two-family dwelling currently on the lot. Sale of each side would be preferred to rental.
- How would this zoning fit with the current City Comprehensive Plan?
Staff Comment: The City's Comprehensive Plan is comprised of the following plan elements: 2040 Land Use Plan, 2012 Greenway Plan Update, 2035 Long Range Transportation Plan, and the 2009 River Forks Downtown Plan Update. The 2040 Land Use Plan was adopted in 2010. The Plan provided growth scenarios for the City out thirty years. The plan does show a need to consider mixed use development (different types of housing together in the same area) and have affordable housing near everyday uses/amenities and transit. This does fit with the City's current Comprehensive Plan
- How does this zoning fit into the current zoning in the area?
Staff Comment: PUD is consistent with the current zoning map. It is not spot zoning as the property would have other duplex and apt. housing to the south of the property and this is not a new building.

STAFF RECOMMENDATION

Staff recommends considering approval to establish PUD zoning for Garden Valley 2nd Addition property, with the recommendation that the PUD plan is designed to match the feel of the surrounding area/uses.

Request for Council Action

Date: April 15, 2014

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

Cc: File

From: Nancy Ellis, City Planner

RE: Approve the Garden Valley 2nd Addition PUD plan for the properties at 417-419 20th St NW

RECOMMENDATION TO COUNCIL

Planning Commission recommends approving the Garden Valley 2nd Addition PUD development plan for the split of the duplex/twinhome with the understanding that any changes, additions, or construction would require an amendment to the PUD plan.

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Joey Pederson

REQUESTED ACTION: Applicant is requesting approval of Garden Valley 2nd Addition PUD Concept Development Plan (2 twinhome lots).

SITE ZONING/LAND USE: PUD would be the current zoning (if approved), Duplex on site.

SURROUNDING ZONING/LAND USE:

North: R-1 zoning, single family homes

West: R-1 zoning, single family homes

South: R-1 zoning, single family homes and some apartments

East: R-1 zoning, single family homes

General Comments

Planned Unit Development (PUD) Zoning District allows for variations in development and requirements. Often times, certain subdivisions are zoned PUD to allow for different types of housing (single family, townhomes, 4-plexes) within the one subdivision/plat. PUDs also allow for changes to setbacks, lot sizes, requirements for plantings, fences, sheds, etc.... so that the property can be sold separately or meet its current development.

Mr. Pederson owns a duplex on a single lot. He would like to split the lot and sell each side of the duplex and lot underneath as a twinhome. This concept development plan addresses a number of items: parking spaces and requirements, building square footage, building setbacks (including a zero lot line for attached twinhome) and impervious coverage of lots. Each side has its own utilities and leads from the street.

STAFF RECOMMENDATION

Staff recommends approval of the Garden Valley 2nd Addition PUD concept development plan.

RESOLUTION NO. 14 – 04 – 37

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

WHEREAS, Joey Pederson approached the City of East Grand Forks with a proposal to rezone and split Lot 16, Block 1, Garden Valley 2nd Addition into 2 lots replatted as Garden Valley 5th Resubdivision (the “Subject Property”); and

WHEREAS, the Developer proposed to split the lot and sell each side of the duplex/twinhome on the Subject property; and

WHEREAS, the Subject Property is currently zoned R-1 Single Family Residential which does not allow the for the split of lots and sale of twinhomes with a zero lot line setback; and

WHEREAS, on April 3, 2014, pursuant to City Code Section 152.024, Paragraph B, Subparagraph 6, the City’s Planning Commission held a public hearing for the purpose of considering the Developer’s request to rezone the Subject property from R-1 Single Family Residential to PUD; and

WHEREAS, the Planning Commission sent its report to the City Council approving the Developer’s request to rezone the Subject property from R-1 Single Family Residential to PUD; and

WHEREAS, after careful consideration, the City Council finds that:

1. The proposed rezoning has been considered in relation to the specific policies and provisions of, and has been found to be consistent with the official City Land Use Plan.
2. The proposed use is or will be compatible with present and future land uses of the area.
3. The proposed use conforms with all performance standards contained in City Code Chapter 152.
4. The proposed use can be accommodated with existing and planned public services and will not overburden the City’s service capacity.
5. Traffic generation by the proposed use is within the capabilities of the street system serving the property.

Now, therefore, it is hereby resolved that the zoning of Lot 16, Block 1, Garden Valley 2nd Addition is changed from R-1 Single Family Residential to PUD.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: April 15, 2014

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th of April, 2014.

Mayor



D E V E L O P M E N T D A T A

	SQUARE FEET	PERCENTAGE
DDP BOUNDARY LOT 16	13,610 SQ.FT.	100.00
BLDGS 1 DUPLEX	1,670 SQ.FT.	12.27
GARAGES 2	777 SQ.FT.	5.71
DRIVEWAY AREA	853 SQ.FT.	6.27
SIDEWALK	139 SQ.FT.	1.02
CONCRETE PATIO	447 SQ.FT.	3.28
GREEN AREA	9,724 SQ.FT.	71.45

RESIDENTIAL - THREE (3) BEDROOM OR LESS: TWO (2) OFF-STREET SPACES.
 UNITS 2
 DENSITY (GROSS) 6.4 UNITS/ACRE
 GARAGES 2 STALLS
 VISITOR PARKING4 OPEN AIR STALLS
 TOTAL PARKING6 STALLS
 IMPERVIOUS AREA28.5%

NOTES:

THIS PROJECT SHALL CONFORM TO THE LOCAL CODE, BUILDING CODE, AND FIRE CODE UNLESS SHOWN OTHERWISE HEREON.

APPROVAL SUBJECT TO THE SUBMITAL OF A COPY OF THE COMMON WALL AGREEMENT.

THIS PUD WILL HAVE RESTRICTIVE CONVENANTS GOVERNING THIS DEVELOPMENT.

S E T B A C K R E S T R I C T I O N S

YARD	MINIMUM SETBACK
FRONT	30'
SECOND FRONT	15'
ATTACHED TWINHOME	0'
SIDE	6'
REAR	14'

IMPERVIOUS SURFACE 40% MAXIMUM FOR SINGLE FAMILY

P L A N T I N G S C H E D U L E

THE OWNER SHALL BE RESPONSIBLE FOR THEIR OWN MINIMUM LANDSCAPING AND PLANTINGS.

L E G E N D

EXISTING LOT LINE	-----
DEVELOPMENT BOUNDARY	-----
EASEMENTS	-----
EXISTING CONCRETE	-----
EXISTING CURB & GUTTER	=====
EXISTING BUILDING	▨
EXISTING GARAGE	▩
BUILDING SETBACK LINE	-----

**Garden Valley 2nd Addition PUD
 GENERAL DEVELOPMENT PLAN**

Duplex
 Located in
 Lot 16, Block 1
 Garden Valley 2nd Addition

Request for Council Action

Date: April 15, 2014

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

Cc: File

From: Nancy Ellis, City Planner

RE: Final Approval of Garden Valley 5th Resubdivision (417-419 20th St NW)

PLANNING COMMISSION RECOMMENDATION:

Planning Commission recommends final approval of the Garden Valley 5th Resubdivision with the following comments:

- 1) Submit a digital file to planning office.
- 2) Work with the Inspections Department to meet building code requirements for privately owned twinhomes instead of rental property.

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Joey Pederson

REQUESTED ACTION: Applicant is requesting preliminary approval and possible final approval of Garden Valley 5th Resubdivision being a replat of Lot 16 Block 1 Garden Valley 2nd Addition.

SITE ZONING/LAND USE: PUD will be the current zoning for lots (if approved in prior hearing).

SURROUNDING ZONING/LAND USE:

North: R-1 zoning, single family homes

West: R-1 zoning, single family homes

South: R-1 zoning, single family homes and some apartments

East: R-1 zoning, single family homes

LOCATION: The parcel is located on the corner of 5th Ave NW and 20th St NW

COMMENTS

This can be final approval for the Garden Valley 5th Resubdivision from one lot into 2 lots. Lot 16 Block 1 Garden Valley 2nd Addition will be platted to allow for the split of a twinhome and respective lot into 2 lots for sale. Originally, this lot was platted in the Garden Valley Addition for single family homes. However a twinhome/duplex was built on the site (before current zoning practices) and each side was rented. Now the property owners would like to sell each twinhome and lot.

As far as a developer's agreement, the curb and gutter, as well as, utilities have already been installed for all of the lots.

STAFF RECOMMENDATION

Staff recommends final approval of the Garden Valley 5th Resubdivision with the following comments:

- 1) Submit a digital file to planning office.
- 2) Work with the Inspections Department to meet building code requirements for privately owned twinhomes instead of rental property .



RESOLUTION NO. 14 – 04 – 38

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

WHEREAS, the City of East Grand Forks Municipal Code includes a chapter regulating alarm systems in place within city limits;

WHEREAS, this chapter requires the City Council to adopt a fee schedule for user fees and for false alarms; and

WHEREAS, this chapter is regulating security alarms on residences and businesses;

NOW THEREFORE, BE IT RESOLVED, the City Council of East Grand Forks adopts the following fee schedule to set the fees for alarm users and for false alarms:

Alarm Business Permit	Register with Police Dept	No Fee for Service
Alarm Agent Permit	Register with Police Dept	No Fee for Service
Alarm User Permit	Register with Police Dept	No Fee for Service
False Alarms	1 up to 5 times per site	No Fee for Service
False Alarms	6 or more per site	\$100.00 per false alarm

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: April 15, 2014

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th of April, 2014.

Mayor

RESOLUTION NO. 14 – 04 – 39

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 18542 for a total of \$336.68.

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 \$336.68 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 April 15, 2014.

Voting Aye:
Voting Nay:
Abstain:

The President declared the resolution passed.

Passed: April 15, 2014

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th of April, 2014.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

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

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

1. I am 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 18542 for a total of \$336.38.
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 April 15, 2014.

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: 4/10/2014 - 11:21 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
18499	04/15/2014	3DS001	3D Specialties	1,065.32	0
18500	04/15/2014	ACM001	Acme Electric Companies	279.72	0
18501	04/15/2014	ADV001	Advanced Business Methods Inc	562.24	0
18502	04/15/2014	ADV006	Advantage Signs & Graphics, Inc	415.60	0
18503	04/15/2014	ALT004	Altru Health Systems	112.00	0
18504	04/15/2014	AME005	Ameripride Linen & Apparel Services	267.44	0
18505	04/15/2014	AND009	Anderson Acoustics	1,460.00	0
18506	04/15/2014	ANT001	Anthony's Flooring	691.65	0
18507	04/15/2014	AQU001	Aqua Water Solutions	51.95	0
18508	04/15/2014	ALT003	Atlantic Safety Product	116.11	0
18509	04/15/2014	BAL001	Balco Uniforms Co Inc	24.79	0
18510	04/15/2014	BAT001	Batteries Plus	29.78	0
18511	04/15/2014	BER001	Bert's Truck Equipment	17.98	0
18512	04/15/2014	BRA001	Brady Martz & Associates	1,400.00	0
18513	04/15/2014	BRI003	Brite-Way Window Cleaning	65.00	0
18514	04/15/2014	BCA003	Bureau of Crim Apprehension	1,530.00	0
18515	04/15/2014	C&R001	C&R Laundry & Cleaners	174.55	0
18516	04/15/2014	CAN001	Canon Financial Services	128.00	0
18517	04/15/2014	CAR013	Carpet Garage Flooring Center	3,407.10	0
18518	04/15/2014	COM003	Complete Pest Control Inc	1,665.00	0
18519	04/15/2014	COU008	Countrywide Sanitation Company	663.74	0
18520	04/15/2014	CUL001	Culinex	1,221.96	0
18521	04/15/2014	CUS002	Custom Stripes Inc	180.00	0
18522	04/15/2014	DAK004	Dakota Supply Group	234.54	0
18523	04/15/2014	DAK006	Dakota TV & Appliance	200.00	0
18524	04/15/2014	CPC001	Allan J. Eckroth	267.19	0
18525	04/15/2014	ELE001	Electric Pump	92.72	0
18526	04/15/2014	EME001	Emergency Apparatus Maintenance In	104.38	0
18527	04/15/2014	EMP001	Emphasys Computer Solutions	1,281.25	0
18528	04/15/2014	ENV001	Environmental Resource Association	106.84	0
18529	04/15/2014	EXP003	Explorer Post #38	50.00	0
18530	04/15/2014	EXP002	Exponent	1,165.79	0
18531	04/15/2014	FER001	Ferrellgas	113.22	0
18532	04/15/2014	FLA005	Carly Flaagan	200.00	0
18533	04/15/2014	FLA002	Flat Plains Services Inc	1,964.25	0
18534	04/15/2014	G&K001	G&K Services	56.55	0
18535	04/15/2014	GAL003	Galstad Jensen & McCann PA	12,105.75	0
18536	04/15/2014	GEO001	George's Quick Printing	55.00	0
18537	04/15/2014	GFC001	GF City Utility Billing	15,137.98	0
18538	04/15/2014	GFF001	GF Fire Equipment	207.50	0
18539	04/15/2014	GFH002	GF Herald	513.10	0
18540	04/15/2014	GFT002	GF Thur-O-Clean	726.75	0
18541	04/15/2014	GRA004	Grand Cities Towing	30.00	0
18542	04/15/2014	HAR001	Hardware Hank	336.68	0
18543	04/15/2014	HEA001	Heartland Paper	57.80	0
18544	04/15/2014	HUG001	Hugo's	127.54	0
18545	04/15/2014	INT003	Integra Telecom	88.46	0
18546	04/15/2014	KEI001	Keith's Security World	81.40	0
18547	04/15/2014	KEL001	Kellermeyer Building Service	855.00	0
18548	04/15/2014	LEA002	League of MN Cities	107,836.37	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
18549	04/15/2014	LEI001	Leighton Broadcasting	200.06	0
18550	04/15/2014	LIB001	Liberty Business Systems	4.69	0
18551	04/15/2014	LUM001	Lumber Mart	756.01	0
18552	04/15/2014	M&W001	M&W Services	150.00	0
18553	04/15/2014	MAR004	Marco	142.91	0
18554	04/15/2014	MCF001	McFarlane	605.95	0
18555	04/15/2014	MEN001	Menards	47.91	0
18556	04/15/2014	MIK001	Mike's Pizza	72.86	0
18557	04/15/2014	MND006	VOID****VOID****VOID*** MN I	83.00	0
18558	04/15/2014	MNM002	MN Municipal Utilities Assoc	3,750.00	0
18559	04/15/2014	COM002	Morgan Printing	44.50	0
18560	04/15/2014	NEW001	Newman Signs	1,960.00	0
18561	04/15/2014	NOR004	Northern Plumbing Supply	80.40	0
18562	04/15/2014	OPP001	Opp Construction	250.00	0
18563	04/15/2014	PEA007	Arlyn Pearson	419.09	0
18564	04/15/2014	PET001	Peterson Veterinarian Clinic P.C.	272.00	0
18565	04/15/2014	POL015	Polk County Administrator	98,535.13	0
18566	04/15/2014	POL009	Polk County DAC	20.26	0
18567	04/15/2014	PRE001	Premium Waters Inc	58.75	0
18568	04/15/2014	QUI001	Quill Corp	211.48	0
18569	04/15/2014	RAI001	Railroad Mgmt Co III LLC	146.16	0
18570	04/15/2014	REL001	Reliable Office Supplies	210.64	0
18571	04/15/2014	KIR002	Kirk Riemann	732.80	0
18572	04/15/2014	ROT001	Roto Rooter	300.00	0
18573	04/15/2014	SPR004	Springbrook Software	470.00	0
18574	04/15/2014	STA009	State Industrial Products	115.14	0
18575	04/15/2014	STO001	Stone's Mobile Radio Inc	110.17	0
18576	04/15/2014	STU001	Stuart's Towing	160.00	0
18577	04/15/2014	SUN002	Sun Dot Communications	89.99	0
18578	04/15/2014	TOD001	Todays Organized Living LLC	410.00	0
18579	04/15/2014	TRU001	True Temp	62.50	0
18580	04/15/2014	USB004	US Bank Equipment Finance	132.81	0
18581	04/15/2014	VER001	Verizon Wireless	175.05	0
18582	04/15/2014	VIL001	Vilandre Heating & A/C	287.17	0
18583	04/15/2014	WAS001	Waste Mgmt	30,991.76	0
18584	04/15/2014	WAT001	Water & Light Department	38,769.91	0
18585	04/15/2014	WTO001	WaterOak Furniture Repair	137.50	0
18586	04/15/2014	XCE001	Xcel Energy	15,715.68	0
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				Check Total:	356,208.27
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