AGENDA
OF THE CITY COUNCIL
CLOSED SPECIAL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, JUNE 24, 2014 – 5:00 PM

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF QUORUM:

1. Closed session with both the City Council and EDHA Board to discuss possible litigation. The closed session is to be performed according to the exception to the open meeting law pursuant for Attorney-Client Privilege according to Minnesota Statute § 13D.05, Subd. 3(b).

ADJOURN:

The June 24th Work Session will start after the Closed Special Meeting.

AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, JUNE 24, 2014 – Following Closed Special Session

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

1. **2014 City Project No. 4 – SCADA System Upgrades – Greg Boppre**
2. **Civic Center Update – David Murphy**
3. **EDHA Audit Review – Joe Martin**
4. **Waste Water/Storm Water Operator Position – Jason Stordahl**
5. **Unpublished City Lots – Nancy Ellis/Megan Nelson**
6. **Lease Agreement – David Murphy**
7. **North End Multi-Family Development – David Murphy**

ADJOURN:

Upcoming Meetings

Regular Council Meeting – July 1, 2014 – 5:00 PM – Council Chambers
Work Session – July 8, 2014 – 5:00 PM – Training Room
Regular Council Meeting – July 15, 2014 – 5:00 PM – Council Chambers
Work Session – July 22, 2014 – 5:00 PM – Training Room

AGENDA ITEM # 1

Request for Council Action

Date: June 18, 2014

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

Cc: File

From: Steve Emery, P.E.

RE: File Plans/Specifications – 2014 City Project No. 4 – SCADA System Upgrades

Background:

I would like to file the plans and specifications for the above referenced projects, get authorization to advertise and set bid date.

2014 CP #4 is a City project that involves upgrades to the City's Controls System on ten (10) of the Sanitary Sewer Lift Stations as well as replacement of the Master Control Station located at the Public Works Building.

The following is the proposed budget for the project:

PROPOSED BUDGET

	2014 CP#4
Construction	$220,500.00
Plans / Specifications	$21,345.00
Inspection	$11,025.00
Contingencies	$11,025.00
Administration / Legal	$6,615.00
TOTAL PROJECT COST	**$270,510.00**

PROPOSED FUNDING

	2014 CP#4
City	$270,510.00

Recommendation:
File plans / specifications, advertise and set bid date.

Enclosures: Plans / Specifications will be filed at the Tuesday, July 1, 2014, City Council Meeting

Request for Council Action

Date: June 19, 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

RE: Civic Center Update

Included again in the packet is the information regarding Options A-D at the Civic Center. Mr. Dietrich will be attending the meeting to answer any questions.

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March 25, 2014

EGF CIVIC CENTER ADDITION/RENOVATION
OPTION C

- Addition 15,282 SF
- Remodel 1,076 SF
- Elevator
- Sprinkler System and Service
- New Sewer Connection
- New Water Service
- Transformer to be moved by City

Division 1 – General Requirements	$	64,239
Division 2 – Site Construction	$	39,900
Division 3 – Concrete	$	105,253
Division 4 – Masonry	$	155,952
Division 5 – Metals	$	164,688
Division 6 – Wood and Plastic	$	198
Division 7 – Thermal and Moisture Protection	$	92,563
Division 8 – Doors and Windows	$	57,791
Division 9 – Finishes	$	64,875
Division 10 – Specialties	$	49,463
Division 12 – Furnishings	$	9,118
Division 14 – Conveying Systems	$	50,500
Division 23 – HVAC, Plumbing, Sprinklers	$	485,830
Division 26 – Electrical	$	132,040
Division 31 – Earthwork	$	46,728
Division 33 - Utilities	$	4,035
Estimate Subtotal	$	1,523,173
Labor Tax (45%)	$	116,805
Sales Tax (6.875%)	$	399,493
General O & P (10%)	$	152,317
Estimate Subtotal	$	2,191,788
Contingency (10%)	$	219,179
Total Estimate	$	2,410,967

Updated Costs for Option A

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MEMORANDUM

Memorandum #	1	**Date Issued**	5-1-14
Project Name | Job #	East Grand Forks Civic Arena 2014 Addn-Renov		20142610
To: | Attn:	City of East Grand Forks		David Murphy

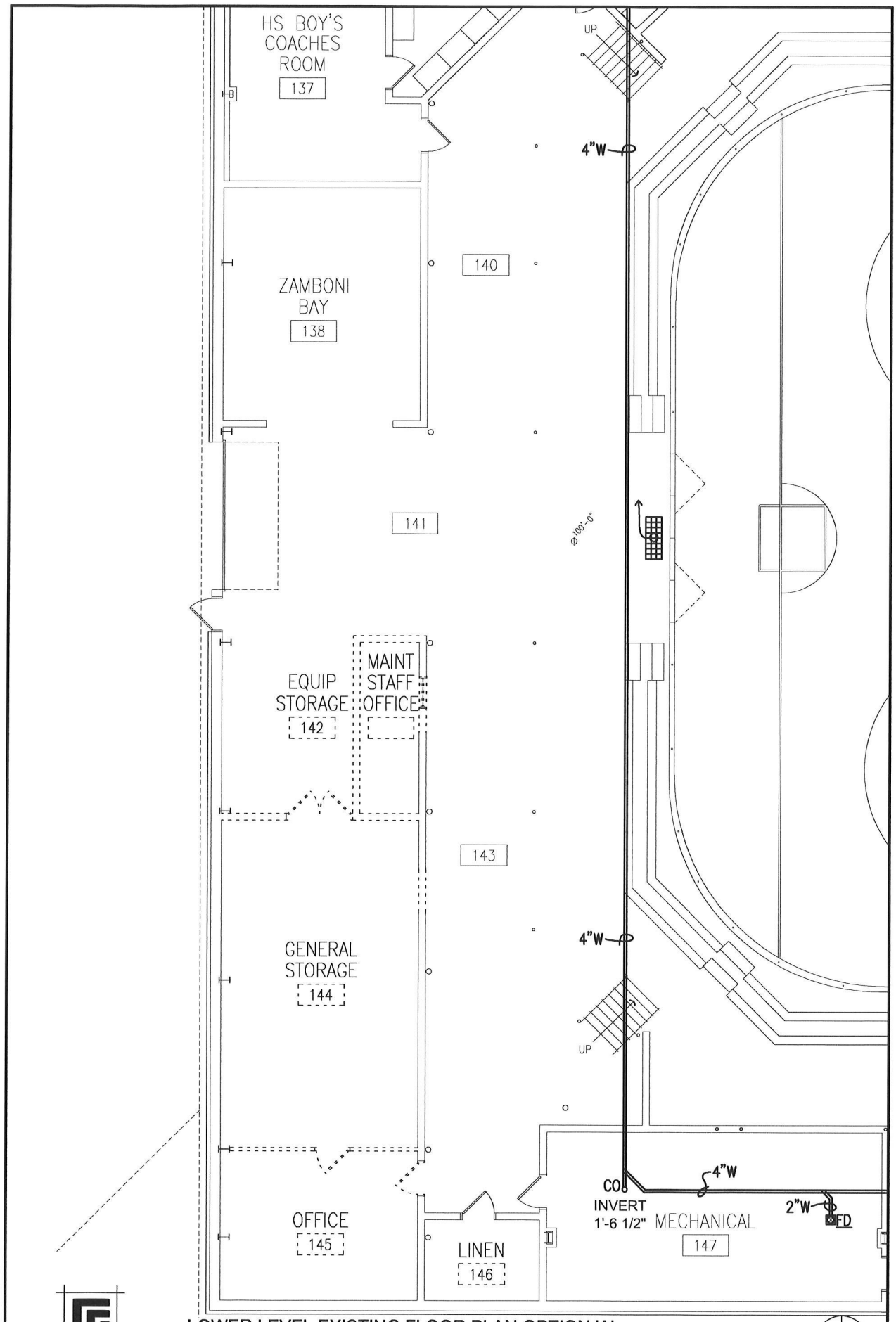
EAPC has presented 3 options for additions and/or renovations to the existing East Grand Forks Civic Arena that bring the facility into compliance with the Title IX requirements. Those options were presented at an East Grand Forks City Council Worksession. As a result of that presentation, EAPC was asked to meet with Brian Larson, Facility Manager of the Civic Arena to try to validate any additional associated costs due to the proposed scope of Option A. It was also requested that the code requirements regarding addition of an elevator and an automatic sprinkler system be validated with the Authorities Having Jurisdiction.

EAPC met with Brian Larson on Thursday, April 17th at the Civic Arena to review the additional implications of choosing Option A, and understand what he sees as the necessary improvements. As a result of that meeting, we have updated the drawings for Option A, and they are attached. Reflected in those drawings are the build out of a storage room under the bleachers and a new linen room, followed by relocation of the coach's office to the existing linen room. In addition, the existing maintenance office would be enlarged in its current location. Lastly, in order to replicate the storage area displaced by the locker room, Brian would need a 24 foot by 24 foot garage at another area on the Civic Arena site, to be determined at a later date. This garage would be serviced by sewer and water, as well as be heated by an in-floor heat system on frost-depth footings.

Regarding the code compliance issues, EAPC has also resolved those. After speaking with Curtis Wiehle from the Minnesota Department of Labor and Industry (through Nancy Ellis), we have come to the agreement that under this 'base' scheme, there will not be a jurisdictional requirement to add an elevator or other accessibility retrofits. This matches the assumption EAPC used in our original estimates. An elevator would be required under both Option B and C, which also matches the original EAPC assumptions.

EAPC also spoke with Randy Gust about the sprinkler considerations. According to Randy, who was discussing in conjunction with Brad Bail, they would take the same stance as the MNDLI in that the base option would not require sprinklers, but Options B and C would. This also matches EAPC's original assumptions.

In light of all of these discussions, we are able to provide the following update. The cost implications for the changes associated with Option A (2nd paragraph above) bring the estimate for Option A to a total of $257,414, per the attached estimate. This is an increase of $107,874 from the estimate presented at the previous worksession. EAPC has reviewed the estimates for Options B and C and finds them to still be valid, as the assumptions made in regard to code compliance remain in alignment.



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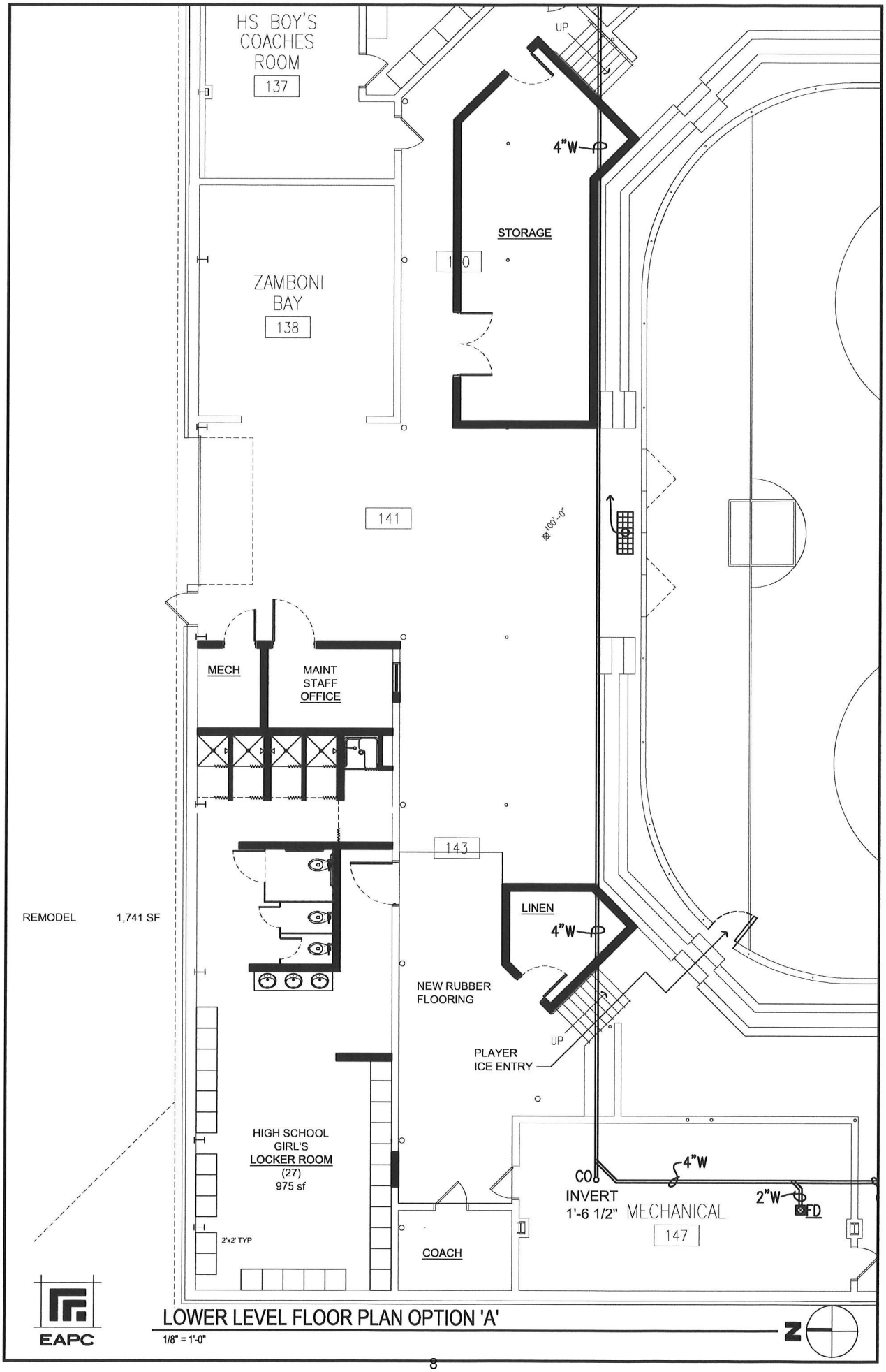
LOWER LEVEL EXISTING FLOOR PLAN OPTION 'A'

1/8" = 1'-0"



LOWER LEVEL FLOOR PLAN OPTION 'A'

1/8" = 1'-0"

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Unit Cost Division Summary Report

EGF Hocky Arena Addition OPTION A 20142610 4/30/2014

Line Number	Description	Quantity	Unit	Unit Material	Ext. Material	Unit Labor	Ext. Labor	Unit Equipment	Ext. Equipment	Unit Total	Ext. Total
Division 1 General Requirements											
015436501100	Mobilization & demobilization,	1.00	Ea.					$5,000.00	$5,000		$5,000
092216132300	General cleaning	50.00	HRS			$16.00	$800			$16.00	$800
092216132300	Final cleaning	80.00	HRS			$16.00	$1,280			$16.00	$1,280
092216132300	Supervision	400.00	HRS			$25.00	$10,000			$25.00	$10,000
092216132300	Dump Fees	1.00	E.A.					$1,800.00	$1,800.00	$1,800.00	$1,800
092216132300	Permits	1.00	E.A.					$3,919.00	$3,919.00	$3,919.00	$3,919
Totals for Division 1 General Requirements									**$10,719**		**$22,799**
Division 2 Site Construction											
024119250015	Selective demolition, saw cutting, asphalt, For Sewer to building	180.00	L.F.	$0.19	$34	$1.01	$182	$0.79	$142	$1.99	$358
024113175300	Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, excludes hauling and disposal fees	7.00	C.Y.			$10.30	$72	$8.40	$59	$18.70	$131
Totals for Division 2 Site Construction					**$34**		**$254**		**$201**		**$489**
Division 3 Concrete											
A10301204480	Slab on grade, 6" thick, industrial, reinforced For SEWER CONECT	352.00	S.F.	$3.73	$1,313	$1.89	$665	$0.26	$92	$5.88	$2,070
Totals for Division 3 Concrete					**$1,313**		**$665**		**$92**		**$2,070**
Division 4 Masonry											
040120400050	Sawing masonry, brick or block, by hand, per inch depth for main floor block wall demo	208.00	L.F.	$0.06	$12	$2.35	$489	$0.67	$139	$3.08	$641

042210141150	Concrete block, back-up, normal weight, for exterior walls 8x8x16"	1,671.00	S.F.	$2.62	$4,378	$4.27	$7,135			$6.89	$11,513
042210141250	Concrete block, back-up, normal weight, tooled joint one side, 2000 psi, 12" x 8" x 16", for lower lvl exterior walls	873.00	S.F.	$3.92	$3,422	$6.60	$5,762			$10.52	$9,184
Totals for Division 4 Masonry					**$7,813**		**$13,386**		**$139**		**$21,338**
Division 7 Thermal and Moisture Protection											
098116101500	Sound attenuation blanket, 3" thick	85.00	S.F.	$0.52	$44	$0.40	$34			$0.92	$78
Totals for Division 7 Thermal and Moisture Protection					**$44**		**$34**				**$78**
Division 8 Doors and Windows											
081213130100	Frames, steel, knock down, hollow metal, single, 16 ga., up to 5-3/4" deep, 3'-0" x 7'-0"	5.00	Ea.	$150.00	$750	$46.00	$230			$196.00	$980
081213130140	Frames, steel, knock down, hollow metal, double, 16 ga., up to 5-3/4" deep, 7'-0" h x 6'-0" w	1.00	Ea.	$194.00	$194	$52.50	$53			$246.50	$247
081313130100	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/8" thick, 20 ga., 3'-0" x 7'-0"	7.00	Ea.	$360.00	$2,520	$43.00	$301			$403.00	$2,821
087120152500	Door hardware, single, interior, regular use, incl. lever handle	7.00	Door	$300.00	$2,100	$100.00	$700			$400.00	$2,800
087120152500	New hocky rink door	1.00	Door					$4,000.00	$4,000	$4,000.00	$4,000
Totals for Division 8 Doors and Windows					**$5,564**		**$1,284**				**$10,848**
Division 9 Finishes											
095123300800	Complete suspended ceilings, mineral fiber, lay-in board, 2' x 2' x 3/4", on 15/16" T bar suspension, include standard suspension system, excl. 1-1/2" carrier channels	77.00	S.F.	$2.57	$198	$1.06	$82			$3.63	$280
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	832.00	L.F.	$1.26	$1,048	$1.07	$890			$2.33	$1,939
096519107000	Resilient flooring, vinyl composition tile, 12" x 12" x 1/16"	77.00	S.F.	$0.86	$66	$0.67	$52			$1.53	$118
099123350140	Paints & coatings, interior latex, doors, flush, both sides, roll & brush, primer + 2 coats, incl. frame & trim	7.00	Ea.	$14.40	$101	$63.50	$445			$77.90	$545
099123400340	Paints & coatings, floors, interior, acrylic sealer, two coats	395.00	S.F.	$0.37	$146	$0.23	$91			$0.60	$237
099123720280	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, smooth finish, spray	6,910.00	S.F.	$0.05	$346	$0.12	$829			$0.17	$1,175

096516105950	Resilient flooring, rubber,	943.00	S.F.					$7.00	$6,601	$7.00	$6,601
Totals for Division 9 Finishes					**$1,905**		**$2,388**		**$6,601**		**$10,894**
Division 10 Specialties											
102113131000	Partitions, toilet, cubicles, floor & ceiling anchored, powder coated steel	3.00	Ea.	$590.00	$1,770	$147.00	$441			$737.00	$2,211
102113131400	Partitions, toilet, cubicles, floor & ceiling anchored, incl. 52" grab bars, for handicap units, add	1.00	Ea.	$296.00	$296					$296.00	$296
102813130800	Toilet accessories, grab bars, straight, stainless steel, 1-1/4" diameter x 18" long	1.00	Ea.	$29.00	$29	$15.30	$15			$44.30	$44
102813131100	Toilet accessories, grab bars, straight, stainless steel, 36" long	1.00	Ea.	$38.50	$39	$18.35	$18			$56.85	$57
105113101100	Lockers, wire meshed wardrobe, floor mounted, open front, varsity type	27.00	Ea.	$261.00	$7,047	$58.50	$1,580			$319.50	$8,627
Totals for Division 10 Specialties					**$9,181**		**$2,054**				**$11,235**
Division 12 Furnishings											
123661160400	Solid surface countertop, acrylic polymer, solid colors, with silicone attached 4" backsplash, pricing for orders of 100 LF or more, 25" wide	8.00	L.F.	$58.50	$468	$27.00	$216			$85.50	$684
Totals for Division 12 Furnishings					**$468**		**$216**				**$684**
Division 23											
233113131276	HVAC, Plumbing, Sprinklers	1,967.00	S.F.					$18.00	$35,406.00		$35,406
Totals for Division 23									**$35,406**		**$35,406**
Division 26											
`	Electrical	1,967.00	S.F.					$8.00	$15,736.00		$15,736
Totals for Division 26									**$15,736**		**$15,736**
Division 31											
312316131354	Excavating, trenchfor sewer and water hook-ups	7.00	B.C.Y.			$2.96	$21	$4.11	$29	$7.07	$49
312323130800	Backfill Granular fill	10.00	E.C.Y.	$25.00	$250	$10.00	$100	$5.00	$50	$40.00	$400
312323201078	Haul Away	6.00	L.C.Y.			$10.00	$60	$5.00	$30	$15.00	$90
Totals for Division 31					**$250**		**$181**		**$109**		**$539**
24'x24' Garage		576.00	S.F					$73.00	$42,048	$73.00	$42,048

Estimate Subtotal	$26,571	$20,461	$69,003	$174,163
Labor Tax (45%)				$9,208
Sales Tax (6.875%)				$23,051
General O&P(10%)				$17,416
Estimate Subtotal				$223,838
Contingency(15%)				$33,576
Total Estimate				$257,414

New Option D

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MEMORANDUM

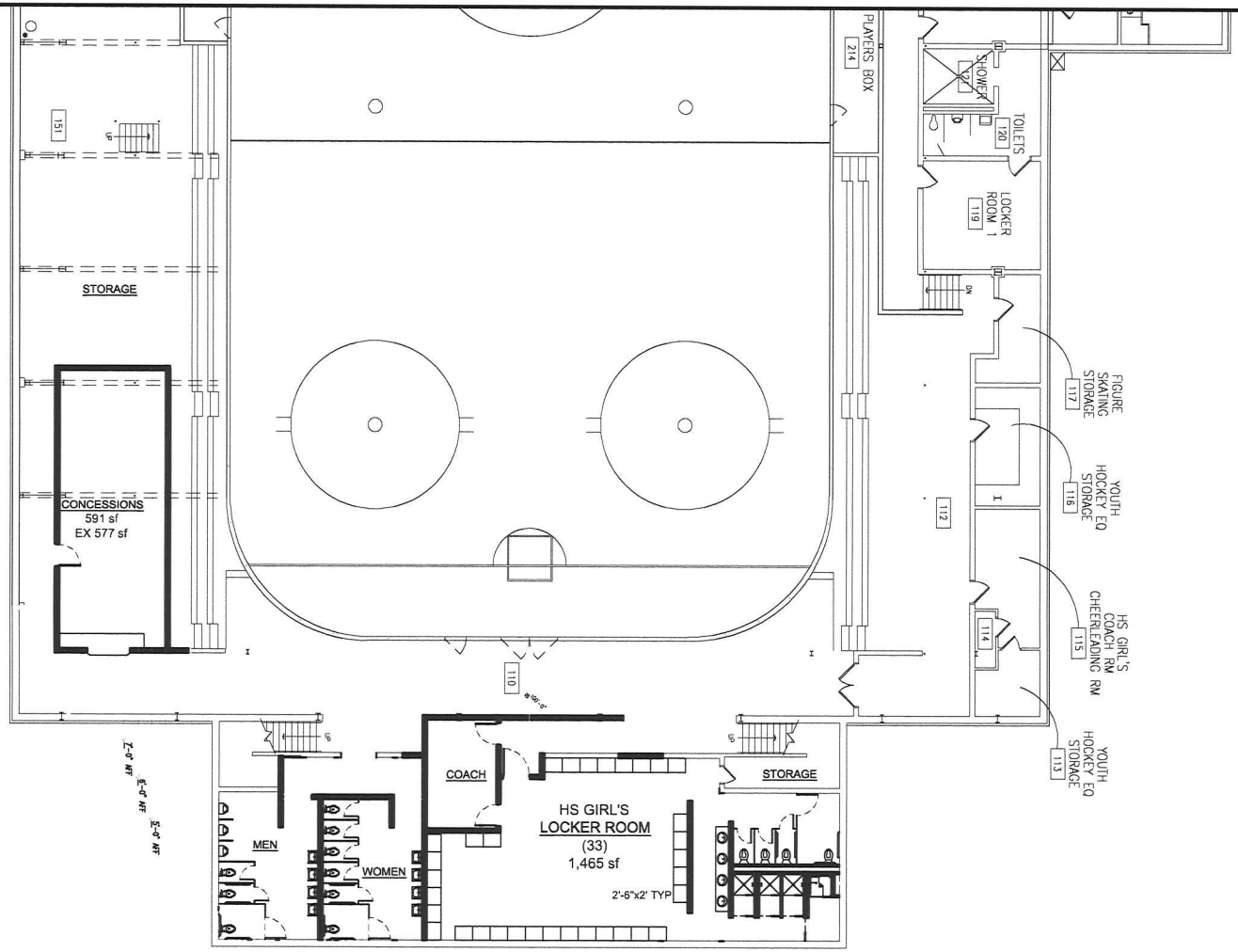
Memorandum #	2	**Date Issued**	5-8-14
Project Name | Job #	East Grand Forks Civic Arena 2014 Addn-Renov		20142610
To: | Attn:	City of East Grand Forks		David Murphy

EAPC has developed a 4th option that captures additional considerations reviewed and discussed with Brian Larson during the on-site walkthrough. This option represents somewhat of a hybrid of prior options, as well as new considerations that have been developed through our review.

The new Option, herein referred to as Option D, still meets the Title IX requirement of adding a girls' locker room of equal size and finish. The largest difference between this and the previously reviewed Option A is that it does not displace the storage and maintenance provisions that Option A does.

Under Option D, attached, the concession area in the lower level is displaced to make space for the locker room, and the concession facilities on the upper tier are expanded, with new concession storage being created under the bleachers in otherwise unused space. The upper level concessions would also include an enclosed, heated seating area for patrons, achieved through some re-work of the "bridge" structure near the North entrance. The re-worked bridge actually simplifies circulation both for the spectators at hockey games and the walkers and runners who use the facilities during other hours. The building's fixture count is improved, as new ADA-compliant restrooms are included in the construction on the South end of the building. Players would still be able to enter through the existing exterior entrance on the lower level, and the girls' teams would be able to make use of the player gates added to the hockey boards a couple years ago. The third improvement from Option A is the ability of the coaches to have access to circulation between the team boxes and the locker room without crossing the ice. This concern was brought forward by Brian in regards to Option A, and remains a potential issue under that scheme.

Using the square footage costs developed under Option A, we estimate the Option D costs around $404,000. It is our understanding that this is still under the threshold that would require automatic sprinkler protection and/or addition of an elevator.



REMODEL 2,877 SF

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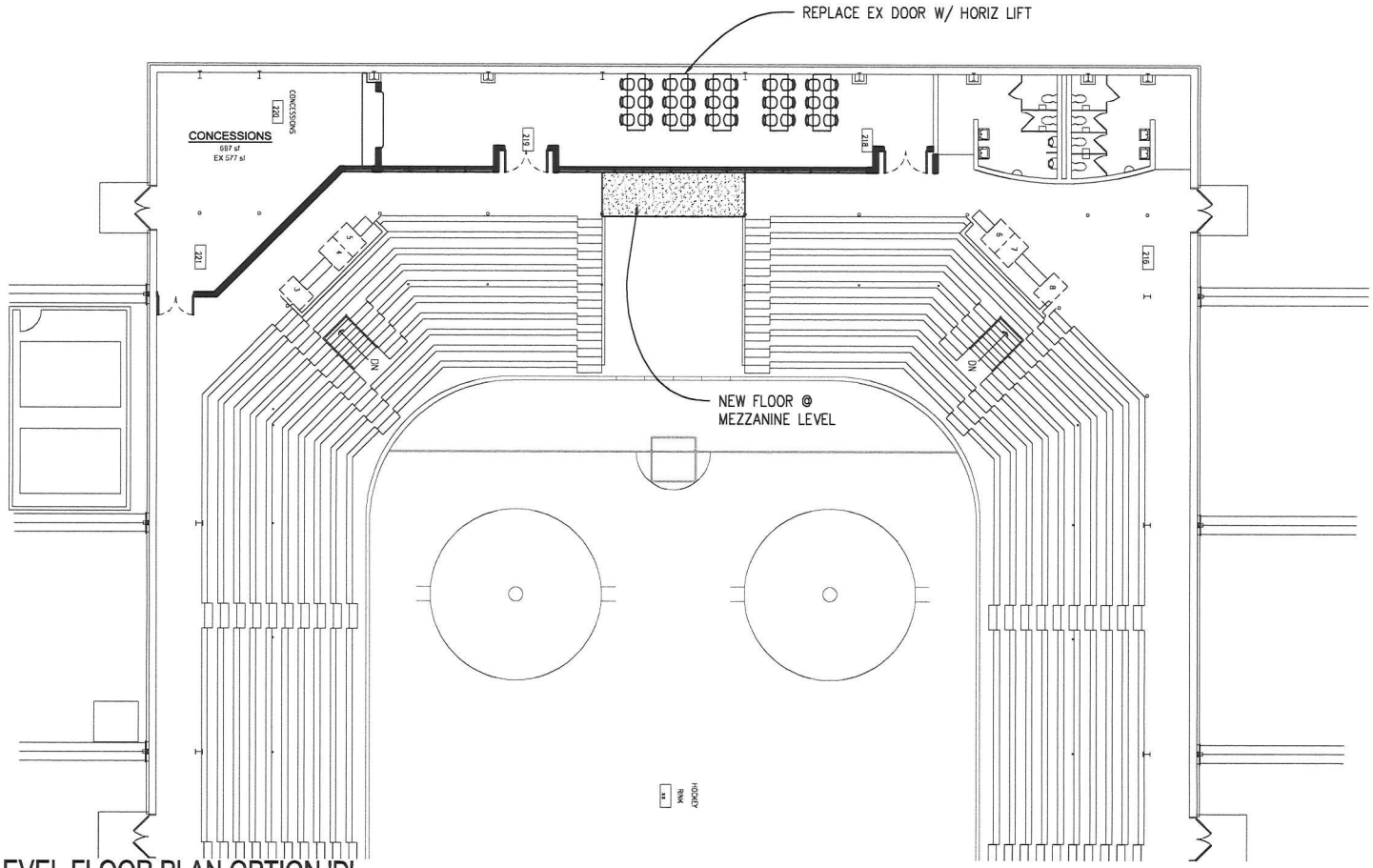
LOWER LEVEL FLOOR PLAN OPTION 'D'

1/16" = 1'-0"

N



EAPC

MAIN LEVEL FLOOR PLAN OPTION 'D'

1/16" = 1'-0"

N

Request for Council Action

Date: 6/20/2014

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 Works Director

RE: Lead Wastewater/Stormwater Operator

Background: Up until 2010 the City had a Job Classification under the Public Works Department titled Wastewater One. This position was a senior type position with responsibilities above and beyond the duties of a general wastewater operator. After the retirement of Mr. Grenier the wastewater one position was not filled. Springsted did not point this position when they developed the new pay plan. Mr. Huizenga, Mr. Lindquist, Mr. Murphy, and I all had separate discussions about the need to bring this position back. We had the position re-pointed last summer, and Springsted sent us an updated job description with a new title and pay grade late last fall. I have attached to this RCA the new job description, along with the proposed pay grade that we received.

Summary of job duties: The "Lead Wastewater/Stormwater Operator" would be the main point of contact for contractors, MPCA, EPA, and other government agencies. They would be responsible for compliance with Federal and State Permits, reporting, sampling, and delegation of other operator's duties daily and in emergency situations.

Recommendation: Authorize City Administrator to advertise internally for the hiring of a Lead Wastewater/Stormwater Operator.

Lead Wastewater/Stormwater Operator

Dept/Div: *Public Works* FLSA Status: *Non-Exempt*

General Definition of Work

Performs difficult technical work overseeing and participating in the maintenance and repair of infrastructure and equipment related to the City's wastewater and storm water systems; monitoring operations and providing recommended actions to ensure proper performance of the systems; in proper operation; responding to emergencies; and preparing and maintaining records and reports, and related work as apparent or assigned. Work is performed under the limited supervision of the Public Works Director. Continuous oversight is exercised over Wastewater Operator and Storm Water Operator.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

Gives work direction to others and performs repair and maintenance activities needed to ensure the proper operation of the City's wastewater and storm water collection systems, including sanitary sewer and storm water lift stations, pumps, and wastewater and storm water lines and all related equipment, including pipes, pumps, gates and buildings.

Operates the Supervisory Control and Data Acquisition (SCADA) computer system; communicates any problems with the system or recommends needed repairs and maintenance to the Public Works Director.

Oversees and performs duties associated with the jetting and cleaning of wastewater lines and lifts; determines which lines will be cleaned in consultation with the Public Works Director and supervises the work of contractors.

Gives work direction to others and performs maintenance activities associated with the operation of the City's wastewater pond facilities and control structures; oversees others and performs activities required to maintain vegetation, fencing, signage, access roads and levees that are integral to the ponds.

Makes the decision to discharge or directs other to discharge wastewater in accordance with state regulations; takes wastewater samples from the ponds, arranges for testing of the results and files the necessary paperwork with state agencies. Records all maintenance and testing activities; compiles necessary reports and files with state and federal regulatory agencies.

Responds to floods and wastewater emergencies and problems; operates gates and activates storm water pumps during a flood; mobilizes City staff and contractors as needed; and communicates with the Public Works Director and the public as needed.

Performs levee maintenance duties and regularly monitors the physical condition of the levee and reports changes to the Public Works Director. Coordinates and supervises the work of contractors related to levee maintenance; regularly monitors the physical condition of the levee and reports changes to the Public Works Director.

Complies with all regulations and permits relating to City storm water and wastewater. Records all maintenance and testing activities; compiles necessary reports and files with state and federal regulatory agencies.

Oversees or performs locates and marks system components before contractors or city employees start excavation or service work.

Carries wastewater on call phone and responds as appropriate days, nights, weekends as directed by Public Works Director; time to be split equally between wastewater/stormwater staff.

Lead Wastewater/Stormwater Operator

Dept/Div: *Public Works* FLSA Status: *Non-Exempt*

Knowledge, Skills and Abilities

Thorough knowledge of the techniques, materials and equipment used in the maintenance and repair of wastewater and storm water sewer lines, lift stations and related equipment; thorough knowledge of the layout of the existing wastewater and storm water collection network; thorough knowledge of the hazards connected with sewer system maintenance and the necessary safety precautions; thorough knowledge of flow monitoring devices; thorough knowledge of applicable city policies, procedures and ordinances; thorough knowledge of the occupational hazards and safety precautions of the work; ability to organize work assignments and to direct others in satisfactorily completing assignments; ability to communicate technical information effectively, both orally and in writing; ability to analyze service problems and participate effectively in solving them; ability to operate trucks and construction equipment; ability to operate standard office equipment and related hardware and software; ability to learn specialized software, systems or equipment related to business need; ability to generate applicable records, reports and files; ability to prepare reports, drawings and sketches; ability to operate standard tools of the trade; ability to use electronic diagnostic instruments to detect problems in the various components of the collection systems; ability to document and maintain records of repairs and maintenance activities and to make reports; ability to establish and maintain effective working relationships with associates, regulatory agencies and the general public.

Education and Experience

High school diploma or GED and considerable experience in wastewater or storm water maintenance, or equivalent combination of education and experience.

Physical Requirements

This work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires standing, walking, speaking or hearing, using hands to finger, handle or feel, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, tasting or smelling, pushing or pulling, lifting and repetitive motions and occasionally requires sitting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions and exposure to the risk of electrical shock, frequently requires exposure to wet, humid conditions (non-weather) and occasionally requires working in high, precarious places, exposure to vibration and wearing a self-contained breathing apparatus; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Certified ICS 100 and 700
NIMS certified within one (1) year.
Class D waste water operator license.
Applicable position, department, organization and professional training will be provided and must be completed upon hire and on an ongoing basis.
Valid commercial driver's license in the State of Minnesota.

Last Revised: 6/20/2014

	Step								
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	
1	19,670.70	20,188.35	20,706.00	21,741.30	22,776.60	23,811.90	24,847.20	25,882.50	
2	20,949.30	21,500.59	22,051.89	23,154.48	24,257.08	25,359.67	26,462.27	27,564.86	
3	22,311.00	22,898.13	23,485.26	24,659.53	25,833.79	27,008.06	28,182.32	29,356.58	
4	23,761.21	24,386.51	25,011.80	26,262.39	27,512.98	28,763.57	30,014.16	31,264.76	
5	25,305.69	25,971.63	26,637.58	27,969.45	29,301.33	30,633.21	31,965.08	33,296.97	
6	26,950.57	27,659.79	28,369.01	29,787.47	31,205.92	32,624.36	34,042.82	35,461.27	
7	28,702.35	29,457.67	30,213.01	31,723.65	33,234.30	34,744.95	36,255.61	37,766.25	
8	30,568.00	31,372.43	32,176.84	33,785.69	35,394.53	37,003.37	38,612.22	40,221.05	
9	32,554.93	33,411.64	34,268.34	35,981.76	37,695.17	39,408.59	41,122.01	42,835.42	
10	34,671.00	35,583.39	36,495.78	38,320.57	40,145.36	41,970.15	43,794.94	45,619.73	
11	36,924.61	37,896.31	38,868.01	40,811.41	42,754.80	44,698.21	46,641.95	48,585.01	
12	39,324.71	40,359.13	41,394.43	43,464.15	45,533.87	47,603.59	49,673.31	51,743.04	Wastewater/Stormwater Operator
13	41,880.81	42,982.94	44,085.06	46,289.32	48,493.58	50,697.82	52,902.08	55,106.34	Lead Wastewater/Stormwater Operator
14	44,603.06	45,776.84	46,950.60	49,298.13	51,645.65	53,993.18	56,340.72	58,688.25	
15	47,502.27	48,752.33	50,002.38	52,502.51	55,002.62	57,502.75	60,002.86	62,502.98	
16	50,589.91	51,921.23	53,252.54	55,915.17	58,577.79	61,240.42	63,903.04	66,565.68	
17	53,878.25	55,296.11	56,713.95	59,549.65	62,385.35	65,221.05	68,056.75	70,892.45	
18	57,380.34	58,890.35	60,400.36	63,420.38	66,440.40	69,460.42	72,480.43	75,500.45	
19	61,110.06	62,718.23	64,326.39	67,542.70	70,759.03	73,975.34	77,191.67	80,407.98	
20	65,082.22	66,794.91	68,507.60	71,932.99	75,358.39	78,783.74	82,209.12	85,634.50	
21	69,312.57	71,136.58	72,960.59	76,608.63	80,256.65	83,904.69	87,552.71	91,200.75	
22	73,817.88	75,760.46	77,703.03	81,588.18	85,473.33	89,358.49	93,243.64	97,128.79	
23	78,616.04	80,684.88	82,753.73	86,891.41	91,029.10	95,166.79	99,304.47	103,442.17	
24	83,726.09	85,929.40	88,132.72	92,539.36	96,946.00	101,352.63	105,759.27	110,165.90	
25	89,168.29	91,514.82	93,861.35	98,554.42	103,247.49	107,940.55	112,633.62	117,326.69	

Request for Council Action

Date: 6/24/2014

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 and Megan Nelson

RE: Sell or lease of City owned property/real estate

Over the past month, Megan and I have gathered information regarding any unpublished city owned lots that could be sold (within the City) or rented for farming (outside City Limits). We have prepared two lists with accompanying GIS aerial pictures. One list shows those lots that may be available for sale; and the second list shows those lots that we own primarily for the permanent leave easement but could be rented/leased or may currently be rented/leased for farming purposes. The lists and pictures are attached.

With the idea that the City Council may want to move forward on the sale or lease of these properties, we then prepared a Standard Operating Procedure for the sale or lease of City owned properties. The State of MN requires a certain protocol/procedure be followed, including setting a price for the sales or rent thru various methods; having the Planning Commission and City Council review for compliance with the City's Comprehensive Plan and set development parameters/requirements; and the publishing or advertising those lots to the public with a price on the lot.

I have attached a draft Standard Operating Procedure (SOP) for the sale and lease of City property as well. The next step would be to review the SOP, possibly implement, and then if implemented move forward with establishing prices and publish. Please advise Megan and I as to what you would like us to do moving forward.

CITY OF EAST GRAND FORKS STANDARD OPERATING PROCEDURE

POLICY ON SALE, LEASE, OR OPTION OF CITY-OWNED LAND

This Standard Operating Procedure prescribes the procedure for the disposition of City-owned real estate. Any changes made to this S.O.P. will be coordinated through the City Administrator's Office and Community Development Department. If changes are made to the master copy (maintained by the City Administrator's Office), ensure the changes are sent to all offices on distribution for this S.O.P.

Distribution: City Administration Office, City Finance Office, City Attorney's Office, City Engineer's Office, Community Development Department, Water and Light Department, Public Works Department, City Council, and Planning Commission.

SECTION I. PURPOSE

It is the City's policy to manage its real estate assets so that municipal needs, which rely on these assets, may be properly implemented. The City Administrator, City Council, along with the Planning Commission, will review all City-owned real estate not adequately used for municipal purposes and determine the appropriate use of the property. Those properties needed for municipal purposes may be so designated. If a property is not needed for public use within the foreseeable future, it may be made available for lease or sale; or if it will be needed at a future time, it may be suitable for lease in the interim. Those properties not required for municipal use or are designated for lease may be designated for sale or reserved to be exchanged for other land the City needs.

SECTION II. REAL ESTATE REVIEW

All unused and marginally used City-owned real estate will be reviewed on a continuing basis to determine public needs to implement the Comprehensive Plan on a timely basis. The following procedure shall apply:

1. Review by appropriate City departments.
2. Review property/real estate for utility service territory; proper utility easements or the placement of new utility easements; and general utility needs review and placement by the established utility group or staff.
3. Review by the Planning Commission for consistency with the Comprehensive Plan.
4. Review by City Council.
5. The City Administrator, thru his/her administration and the Planning Commission then determines the designation to be applied to the property, i.e., public facility, open space, surplus, sale, or lease through the Comprehensive Plan.

Comprehensive Plan and Rezoning. Prior to marketing a parcel, staff shall review the parcel for likely changes in density or intensity of use since the City acquired the property. If such changes are likely, then staff shall initiate a necessary rezoning and Comprehensive Plan amendment through the Planning

Commission to market the property at its highest and best use. When projects are divided by different land use classifications, staff shall seek lot splits, lot mergers, or property-line adjustments to divide the property along use lines, to reserve right-of-way for streets and utilities, and to be able to disclose the terms of development of the property.

SECTION III. PRIORITY HANDLING

Since time is of essence in land transactions, all such actions shall be given the highest priority and special handling.

SECTION IV. GENERAL PROVISIONS

City Administrator/Economic Development/Planning Commission

The City Administrator, thru his/her administration and the Planning Commission, or the Economic Development Director shall have the responsibility of marketing and identifying surplus properties. The action of the administration shall include, but not limited to, the following:

1. Identify potential parcels.
2. Refer the property to other City departments.
3. Review by the utility group or appropriate utility staff for service territory, easement and/or ROW review, and utility needs review.
4. Submit the property to the Planning Commission.
5. Obtain toxic or environmental studies, if necessary.
6. Prepare the paperwork for City Council consideration.
7. Order “for sale” signs.
8. Order appraisals.
9. Place ads in the newspaper.
10. Notify real estate firms and adjoining property owners that a parcel is for sale or lease.
11. Obtain any necessary lot splits.
12. Prepare option agreements, sale agreements, use agreements, or leases for review and approval by the City Council, City Administrator, and City Attorney’s Office.
13. Prepare bid or proposal packages as needed in conformance with this policy.
14. Conduct sealed-bid openings, if appropriate.
15. Maintain a mailing list of parties interested in surplus City property.

WATER AND LIGHT DEPARTMENT

The Water and Light Department shall review the service territory of the property/real estate in question, review all easements and ROW to determine utilities on site and make recommendations to the Planning Commission and City Council regarding obtaining service territory or placing any needed easements and/or utilities and services.

CITY ENGINEER'S OFFICE

The City Engineer's Office shall develop and maintain a map and list of City-owned lands other than street rights-of-way or easements. The City Engineer's Office shall maintain a map/GIS layer depicting road and utility easements. The City Engineer's Office and/or Attorney's Office shall be responsible for preparing legal descriptions.

City Clerk's Office

The City Clerk's Office shall maintain a copy of deeds of City-owned land, streets, and easements.

The city Clerk's Office shall be responsible for obtaining administration/elected official signature on all legal documents.

City Finance Office

The City Finance Office shall collect payments on all land sales, leases, and options.

City Administrator's Office

The City Administrator's Office shall review insurance certificates and leases.

City Attorney's Office

The City Attorney's Office will specify the type of deed to be granted and after City Council authorization, the City Attorney's Office will prepare the appropriate deed/lease/option document in accordance with this policy.

SECTION V. CRITERIA

City-owned real property not required for municipal uses may be designated for lease or sale using criteria listed below. At the time staff recommends whether the property should be sold, leased, or reserved for exchange purposed, City Council shall be provided with an appropriate analysis of the alternatives.

Sale. Surplus property may be sold when:

1. The property is unleasable because of location, access, topography, or other considerations.
2. The sale would maximize the total economic return to the City.

Lease. Surplus property may be leased when:

1. The land can only be leased because of legal restraints such as grant restrictions.
2. The property is not currently needed for public facilities or public use.
3. The property is in an area of uncertain future developments and can be leased as an interim measure until future public needs or land use designations can be determined.
4. The City requires substantial control over development, use, and reuse of the property.

SECTION VI. SALE OF CITY-OWNED REAL ESTATE

A. Requests

1. Any request to purchase City-owned real estate must be made in writing to the City Administrator. All requests to purchase City-owned real estate must contain the following information:
    a. The requesting party will specify the intended use of the property. [1]
    b. The description of the subject property must be delineated.
    c. The amount of property requested must be clearly justified.
    d. Any other salient facts, such as a projected employment figures or valuation, should be mentioned.
    e. All requests must clearly state what type of development will be built and that said development shall be constructed on the property within eighteen (18) months of date of purchase.
    f.

B. General Requirements

Economic Development Director or City Administrator

1. The Economic Development Director or City Administrator shall optimize the sale price of City-owned real estate based on relevant factors including: (1) An appraisal of the property which is no more than six months old at the time the sales agreement is presented to the City Council, (2) An appraisal of the property so that the minimum price can be established based upon the appraised value combined with costs of appraisal and other expenses, (3) Prevailing economic conditions and recent applicable trends, and (4) Any special benefits to accrue from the sale or lease of the property. Surplus real property of the City may be sold, leased, donated, or otherwise disposed of.
2. The Economic Development Director or City Administrator, in his or her discretion, shall determine what type of disposition is in the best interest of the City. The City Administrator and/or the City Council will establish a minimum price for the sale of any City-owned real property, and the City reserves the right to reject any and all bids or offers for the property.
3. After the Economic Development Director or City Administrator reviews the request for the purchase of City-owned property and verifies that the request contains sufficient information, he or she shall refer the request with a written recommendation to the Planning Commission for consideration and action at a scheduled meeting. [2]

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[1] A development plan showing the intended land use and proposed development integrates well with adjacent developments, minimizes nuisance impacts on adjoining parcels and insure sale and functional traffic access and parking and minimizes impacts on environmental resources may be requested at the discretion of the City Administrator.

[2] Request to purchase City-owned residential lots need not go before the Planning Commission for their consideration and action.

Planning Commission

The Planning Commission shall review all request to purchase City-owned real estate property and City Administrator or Economic Development Director written recommendations at a scheduled meeting. At this meeting plans shall be reviewed and zoning/land use issue shall be addressed. Unless tabled for cause, the matter shall be voted upon as soon as reasonably possible. A majority vote of the planning Commission consisting of at least four (4) members shall be required to approve a recommendation of sale to the City Council.

City Council

The City Council shall review all request to purchase City-owned real property at a scheduled meeting. If the request for sale meets the criteria as established in Section V. Criteria., it shall be acted upon. The City Council may require, at their option and for the protection of the City, any other covenant that they deemed advisable.

City Attorney's Office

The City Attorney's Office will prepare a deed within thirty (30) days of the City Council authorization. The City Attorney's Office will specify the type of deed to be granted and will prepare the deed. The deed will contain standard covenants as follows:

1. The agreed upon building/structure must be constructed within eighteen (18) months of closing date. [1]
2. Failure to comply with this, or other covenants as may be added, will result in the property reverting to the City.
3. The City Attorney's Office will notify the purchaser of the availability of the deed. The purchaser must pay for the property and execute the deed within thirty (30) days of the notification. Failure to follow this procedure within the time limits specified will render the City Council authorization null and void. Requests for reconsideration must be initiated as for a new purchase.

City Engineer's Office

The City Engineer's Office shall be responsible for preparing legal descriptions.

City Clerk's Office

The City Clerk's Office shall be responsible for obtaining administration/elected official signatures on all legal documents.

[1] Any requests to extend the construction period must be processed as if it were a new request. The request, with all appropriate information, must begin with the City Administrator.

Purchaser

The Purchaser must pay for the property and execute the deed within thirty (30) days of the City Clerk's notification. The City may extend a Purchaser's request to pay pending retrieval of all permits or unusual circumstances. The Purchaser will be responsible for all appraisal costs and any other costs associated with deed preparation.

Failure to comply with construction time requirements, or other convents, as may be added will result in the property being reverted to the City.

SECTION VII. LEASE OF CITY-OWNED REAL ESTATE

A. REQUESTS

A. The request for lease of City-owned real estate property must be made in writing, to the City Administrator. All requests to lease City-owned real estate must contain the following information:

a. The requesting party will specify the intended use of the property.[1]
b. The description of the property and the amount of property must be clearly delineated.
c. The amount of property requested must be justified.
d. Any other salient facts should be mentioned.

B. GENERAL REQUIREMENTS

City Administrator

The City Administrator shall review the request for lease of City-owned real estate property to insure and verify that the request contains sufficient information. Upon verification that the request contains sufficient information, the City Administrator shall refer the request with a written recommendation to the Planning Commission for consideration and action at a scheduled meeting.

The City Administrator (or Economic Development Director under the direction of the City Administrator) will be required to inspect the property to insure lease compliance is met and property condition is returned to a satisfactory condition.

The City Administrator (or Economic Development Director under the direction of the City Administrator) will be responsible of authorizing the release of bonds and deposits at the termination of the lease and satisfaction of the lease covenants.

[1] A development plan showing the intended land use and proposed development integrates well with adjacent developments, minimizes nuisance impacts on adjoining parcels and insure safe and functional traffic access and parking and minimizes impacts on environmental resources may be requested at the discretion of the City Administrator.

Planning Commission

The Planning Commission shall review all requests to lease City-owned real estate property and City Administrator's written recommendations at a scheduled meeting. At this meeting plans shall be reviewed and zoning/land use issues shall be addressed. Unless tabled for cause, the matter shall be voted upon as soon as reasonably possible. A majority vote of the Planning Commission consisting of at least four (4) members shall be required to approve a recommendation to lease property to the City Council.

City Council

The City Council shall review all requests to lease City-owned real estate property at a scheduled meeting. If the request for lease meets the criteria as established in Section V. Criteria., it shall be acted upon.

City Attorney's Office

Upon City Council approval, the City Attorney's Office will draft a lease document within thirty (30) days of City Council authorization.

Each lease document prepared by the City Attorney's Office will contain covenants as follows:

1. Affixing responsibility upon the lessee for, upon termination of the lease, returning the property to the City in reasonable condition.
2. Any costs resulting in irreparable damage, removal of property, necessary repairs to property, or any other action necessary to return the property to a condition approximating the original status of the property will be a direct responsibility of the lessee.
3. In order to insure that the property is returned in acceptable condition, the City Council may demand a bond or cash deposit as security.
4. Insuring that the intended use of the leased property is not modified in such a way as to become incompatible with the character of the surrounding area, or to become a health or safety hazard, or to violate any local, State and/or federal laws. Any change in use must be approved by the City in a written amendment to the lease document.
5. That insurance exists to protect the City's interests as will be determined in each individual case by the City Attorney's Office. Proof of insurance must be furnished to the City at all times during the duration of the lease.
6. Any other covenant deemed essential by the City Administration, City Council, or City Attorney's Office to protect the City's interests will be added after analysis of each individual lease.
7. Upon completion of the lease document, the City Attorney's Office will notify the lessee, who will be required to execute the lease within two (2) weeks of notification. Failure to execute the document within the specified time will result in the lease document being null and void.

Subsequent requests for lease of the property by the requesting party must be reinitiated through the City Administrator.

City Engineer's Office

The City Engineer's Office will verify the lease to insure the validity and accuracy of the legal description.

City Clerk's Office

The City Clerk's Office shall be responsible for obtaining administration/elected official signatures on all legal documents.

City Finance Office

Upon authorization from the City Administrator, any bond or deposit at the termination of the lease and satisfaction of the lease covenants will be released.

Lessor

The Lessor will be responsible for either vacating the premises on the termination date, or requesting a renewal at least sixty (60) days prior to the expiration of the lease. Failure to comply with this requirement may result in a complete loss of lease rights by the Lessor and continued occupancy of the leased premises beyond the termination of the lease may constitute illegal or criminal trespass.

The Lessor will be responsible, upon termination of the lease, to return the property to a reasonable condition. Any costs resulting from irreparable damage, removal of property, necessary repairs to property, or any other action necessary to return the property to a condition approximating the original status of the property will be a direct responsibility of the Lessor.

C. Lease Terms

The Term of the lease will be negotiable pending review by the City Administrator with final approval of the City Council.

SECTION VIII. OPTION TO PURCHASE CITY OWNED REAL ESTATE PROPERTY

1. Requests
    1. Any request to option City-owned real estate property must be made in writing to the City Administrator. All requests to option City-owned real estate property must contain the following information:
        1. The requesting party must specify the intended use of the property. [1]
        2. The description of the subject option property must be clearly delineated.

[1] A development plan showing that the intended land use and proposed development integrates well with adjacent developments, minimizes nuisance impacts on adjoining parcels and insure safe and functional traffic access and parking and minimizes impacts on environmental resources may be requested at the discretion of the City Administrator.

3. The amount of property requested must be clearly justified.
4. Any other salient facts, such as projected employment figures, property investment or after improvement valuations should be addressed.
5. Length of time to be covered by the option. (The duration of an option to purchase City Owned real estate property will be one (1) year or less unless otherwise determined by the City Administrator with City Council approval).
6. All requests must clearly state what type of development will be built on the property and that said development shall be constructed on the property within eighteen (18) months from date of purchase.

B. Cost of Property/Option

The City Administrator or Economic Development Director shall optimize the sale/option price of City-owned real estate based on relevant factors including: (1) An appraisal of the property which is no more than six months old at the time the sales agreement is presented to the City Council, (2) An appraisal of the property so that the minimum price can be established based upon the appraised value combined with costs of appraisal and other expenses, (3) Prevailing economic conditions and recent applicable trends, and (4) Any special benefits to accrue from the sale or lease of the property. Surplus real property of the City may be sold, leased, donated, or otherwise disposed of.

C. Costs/Benefits

The cost of the option will be determined as follows:

The Economic Development Director, the City Administrator or independent appraiser will arrive at a preliminary estimate of value.

The option price of City-owned real estate property shall be 1% of the estimated price, per month of option time with a maximum of 10% for the maximum duration of one year.

In no event shall the option price be returned, but upon exercising the option, the fee will be credited to the purchase price. All appraisal fees are non-refundable.

Final Rights of Refusal, or similar agreements will not be granted unless there is a clear and immediate benefit to the City of East Grand Forks.

D. General Requirement

City Administrator

The City Administrator shall review the request for option of City-owned real estate property to insure and verify that the request contains sufficient information. Upon verification that the request contains sufficient information, the City Administrator shall refer the request with written recommendation to the Planning Commission for consideration and action at a scheduled meeting.

Planning Commission

The Planning Commission shall review all requests to option City-owned real estate property and City Administrator recommendations at a scheduled meeting. At this meeting plans shall be reviewed and zoning/land use issues shall be addressed. Unless tabled for cause, the matter shall be voted upon as soon as reasonable possible. The Planning commission shall make a recommendation to the City Council.

City Council

The City Council shall publically review all request to option City-owned real estate property at a scheduled meeting. Unless tabled for cause, the matter shall be voted on as soon as reasonably possible. [1]

City Attorney's Office

Upon direction of the City Council, the City Attorney's Office shall draft an option. Upon receipt of the option the City Attorney's Office shall prepare the option for execution by the requesting party within ten (10) days of the City Council authorization.

Upon completion of the option document, the requesting party will be notified by the City Attorney's Office and must sign the document within seven (7) days and make the option payment of the option will be null and void. Subsequent request for option of the property must be through the City Administrator, Planning Commission, and City Council as for a new option.

City Engineer's Office

The City Engineer's office shall be responsible for preparing legal descriptions.

City Clerk's Office

The City Clerk's Office shall be responsible for obtaining administration/elected official signatures on all legal documents.

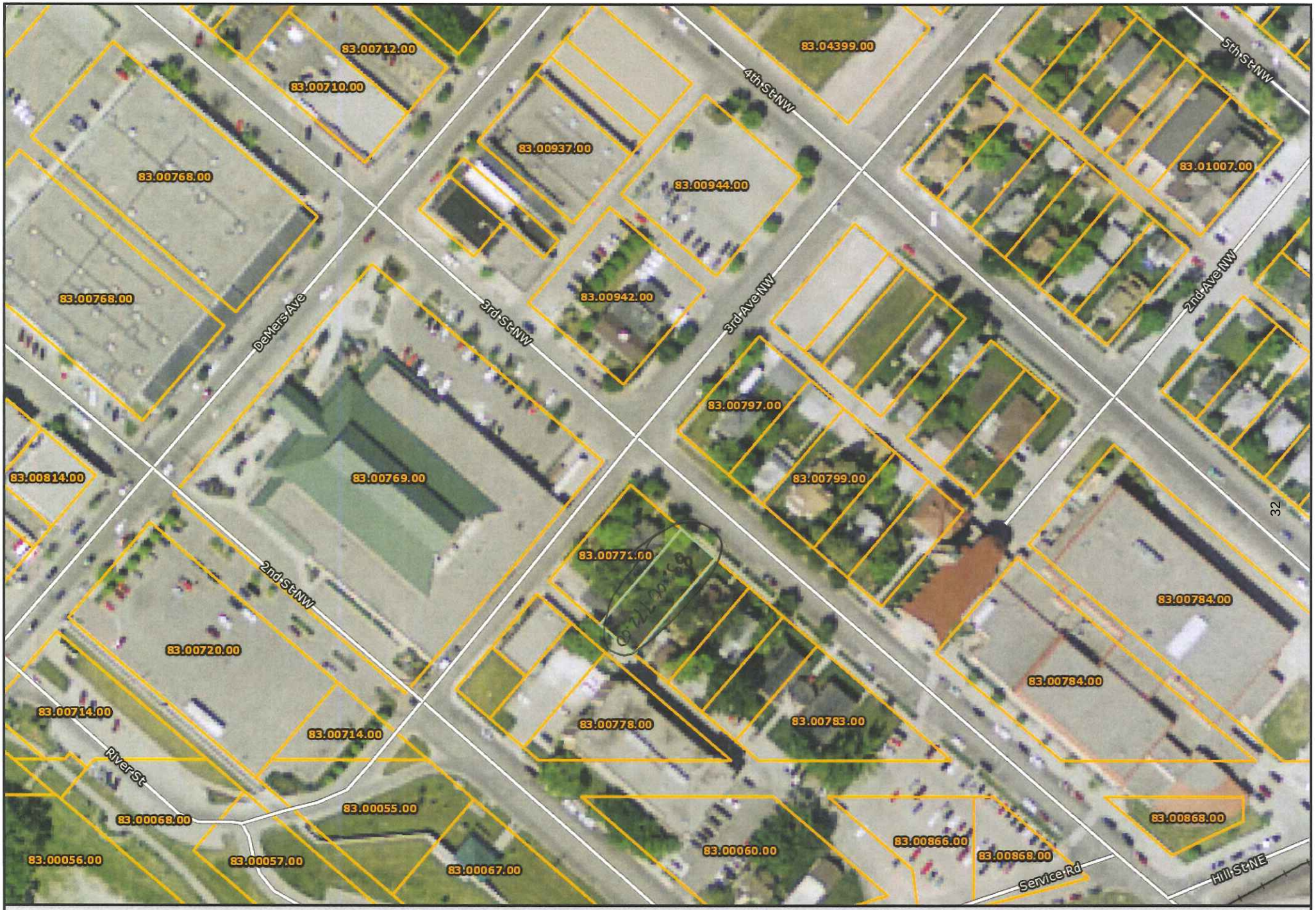
E. Option Extensions

All requests to extend existing options must be processed as if it were a new request. The request, with all appropriate information, must begin with the City Administrator.

Effective Date: 06/02/14

[1] The final purchase price will be determined as specify in the policy on the sale of City-Owned Real Estate Property.

Parcels	Location		NOTES
83.00772.00	Behind Cabela's		?
83.01058.00	Old Douglas Place Lot		
83.00305.00	lot near corner 1st Ave NE/7th St NE	quite small	?
83.00933.00	VFW Gravel Lot	unbuildable by itself	Sell three lots together
83.00934.00	VFW Gravel Lot	unbuildable by itself	83.00933, 83.00934, 83.00935
83.00935.00	Big Gravel Lot		
83.00946.00	Parking lot 3rd Ave & 4th St		
83.00947.00	property by 3rd Ave & 4th St		
83.00945.00	Parking Lot 3rd Ave & 4th St		
83.00028.00	Triangular Piece along Bygland	unbuildable by itself	Cannot be sold with portion of 83.00027
83.03495.00	Park/playground currently		Possible sale?
83.00116.00	Behind Wherley/Quality Auto	unbuildable by itself	Could sell to adjoining property owners only
83.01474.00	Part of Parking Lot	unbuildable by itself	Could sell to adjoining property owners only
83.03820.00	Next to Holiday	unbuildable by itself	Could sell to adjoining property owners only
83.02660.00	by old golf course holes		Could sell to adjoining property owners only
83.02661.00	by old golf course holes		Could sell to adjoining property owners only
83.03613.00	Corner of 14th St & 14th Ave	hockey rink	Possible sale?
83.04276.00	Along 13th St SE	unbuildable by itself	Could sell to adjoining property owners only
66.00150.01	Along Highway 2 by MNDOT		? - should sell back to MNDOT
40.00149.00	Along Bygland Rd		?



Polk County GIS

N

6/6/2014

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Polk County GIS

N

6/6/2014

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N

6/6/2014

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83.01085.00
83.03798.00
83.03799.00
83.01056.00
83.03329.00
83.00883.00
83.00993.00
5th Ave NW
5th St NW
83.01641.00
83.00708.00
83.01642.00
83.04399.00
83.00742.00
83.00712.00
83.00934.00
83.00935.00
83.00936.00
4th St NW
3rd St NW
83.00710.00
83.00937.00
83.01007.00
83.00768.00
83.00944.00
DeMers Ave
83.00768.00
83.00942.00
3rd Ave NW
2nd Ave NW
2nd St NW
83.00797.00
83.00769.00
83.00799.00
83.00814.00
83.00784.00

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6/6/2014

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83.01641.00
83.00708.00
83.01642.00
83.04399.00
83.00712.00
83.00710.00
4th St NW
5th St NW
83.00937.00
83.00944.00
83.01007.00
DeMers Ave
83.00768.00
83.01029.00
2nd Ave NW
00945
00946
00947
3rd St NW
83.00942.00
3rd Ave NW
36
83.00797.00
83.01024.00
83.00769.00
83.00799.00
83.00771.00
2nd St NW
83.00784.00
83.00720.00
83.00784.00
83.00714.00
83.00778.00
83.00783.00

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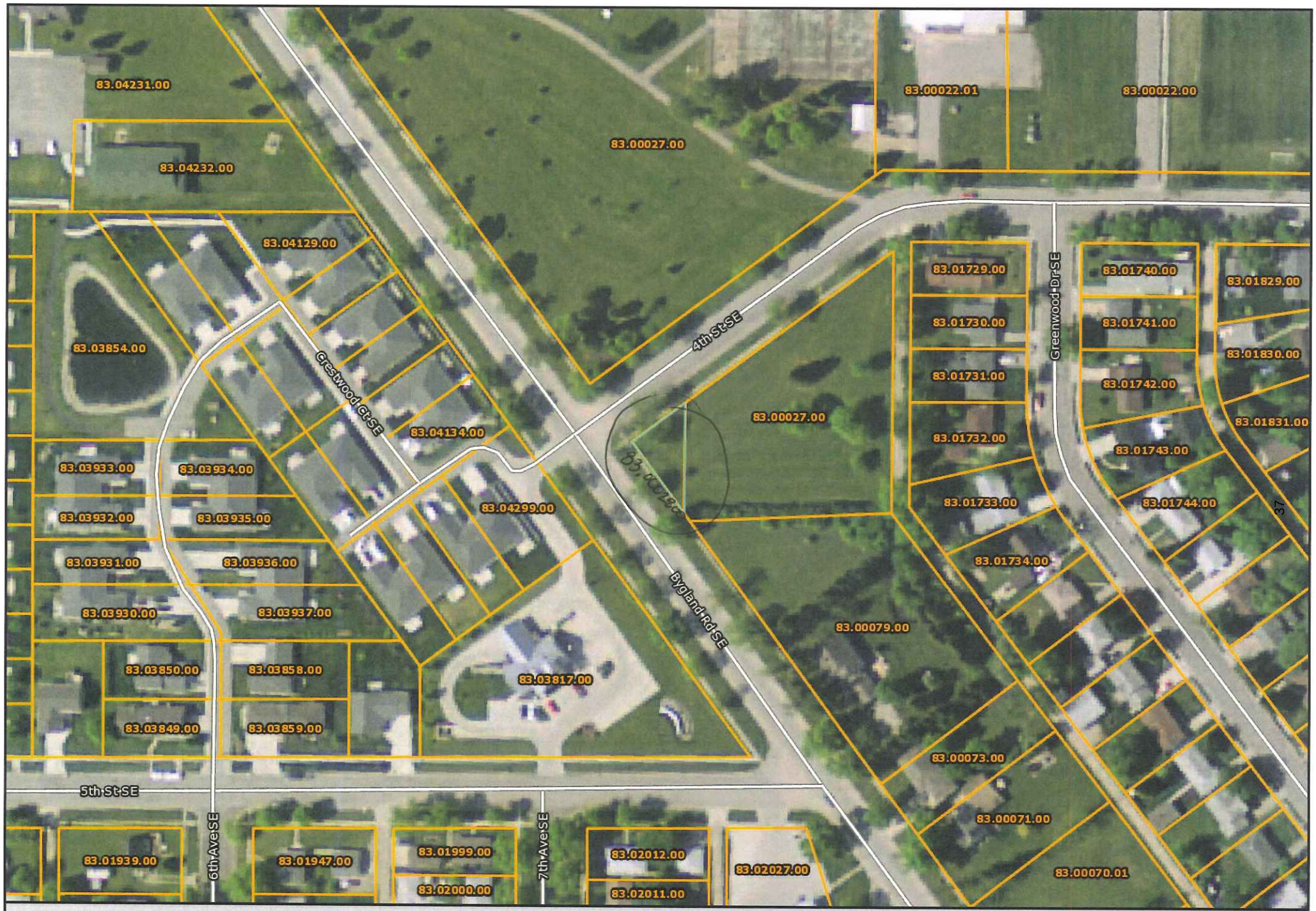

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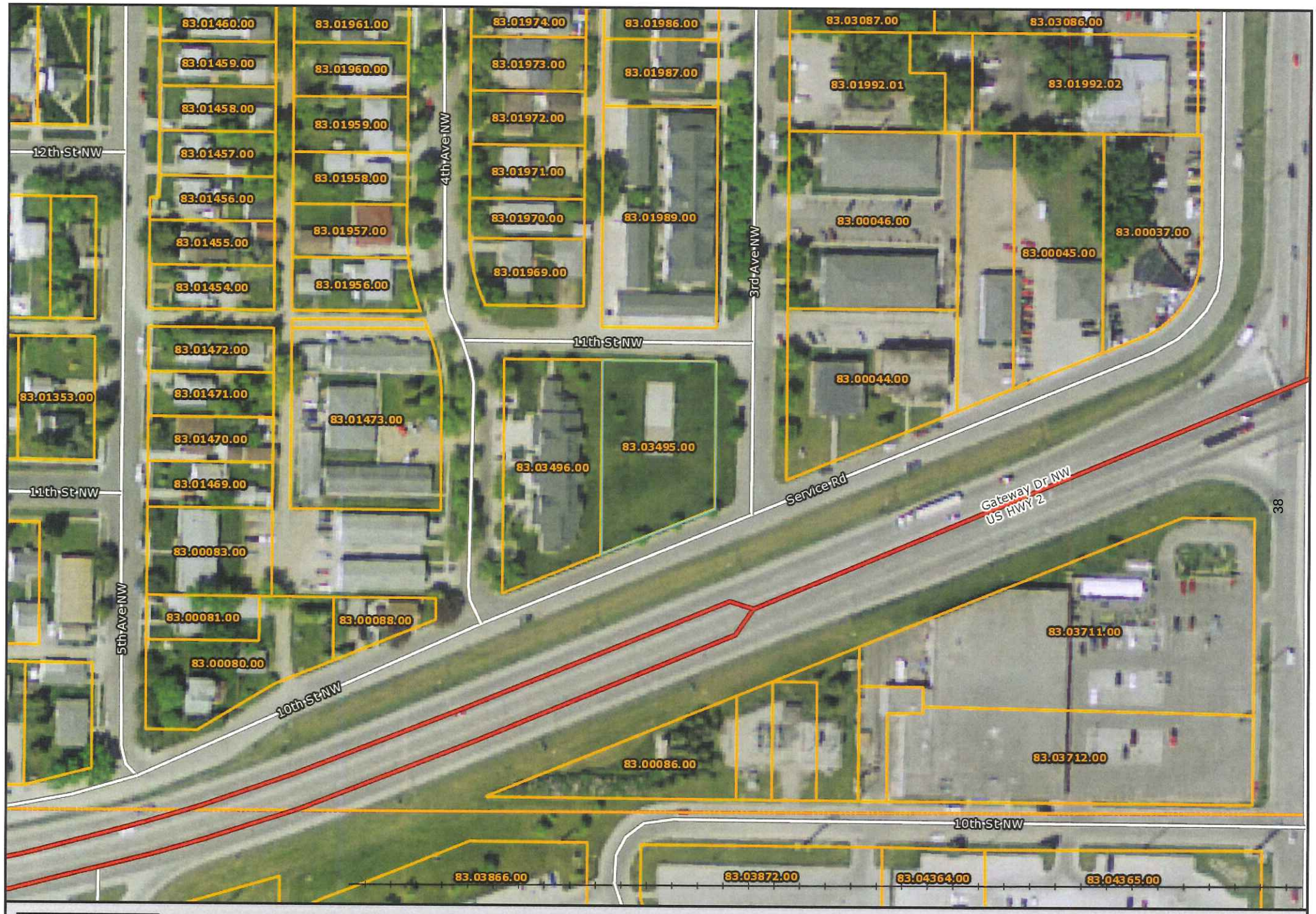

Polk County GIS

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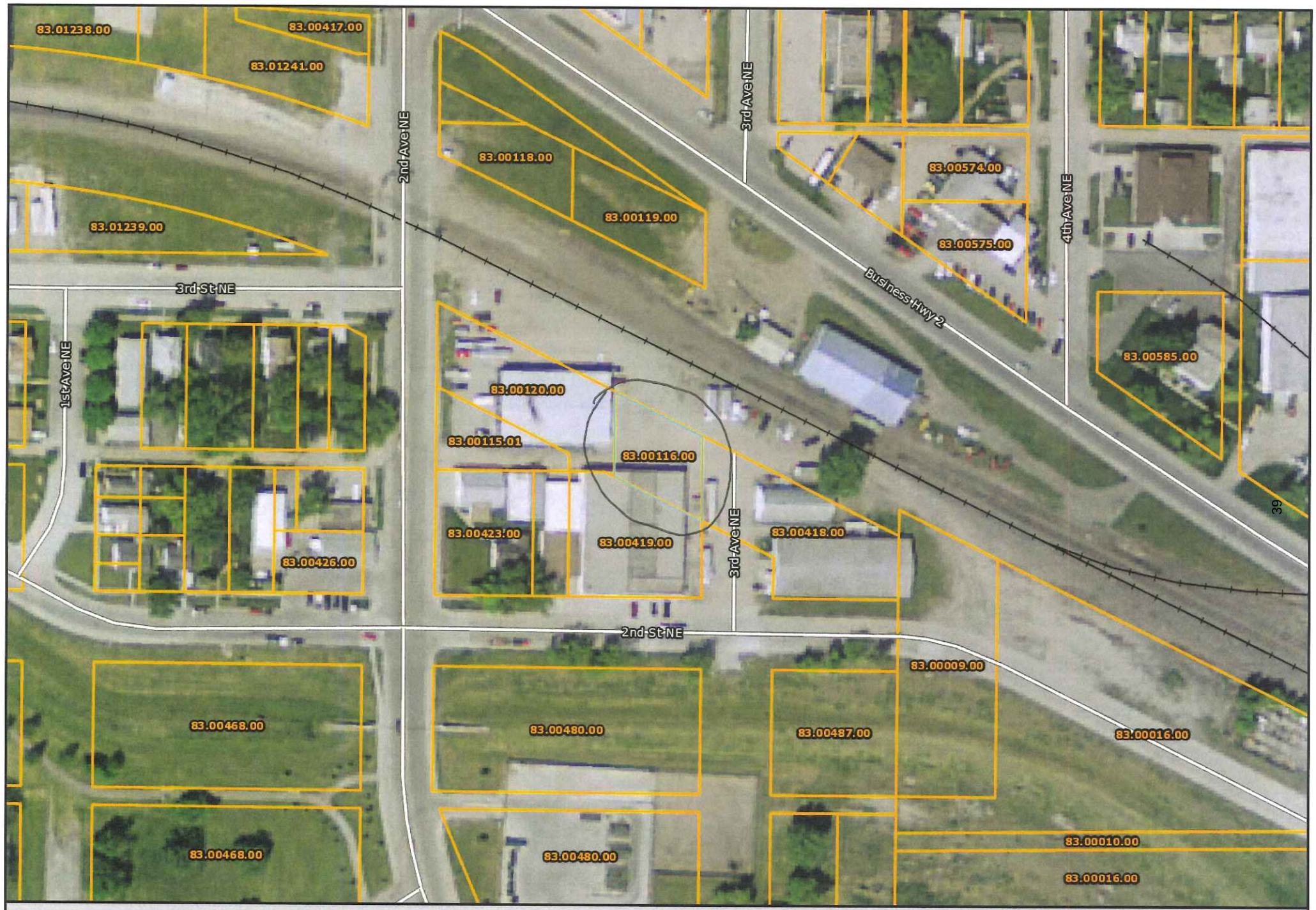

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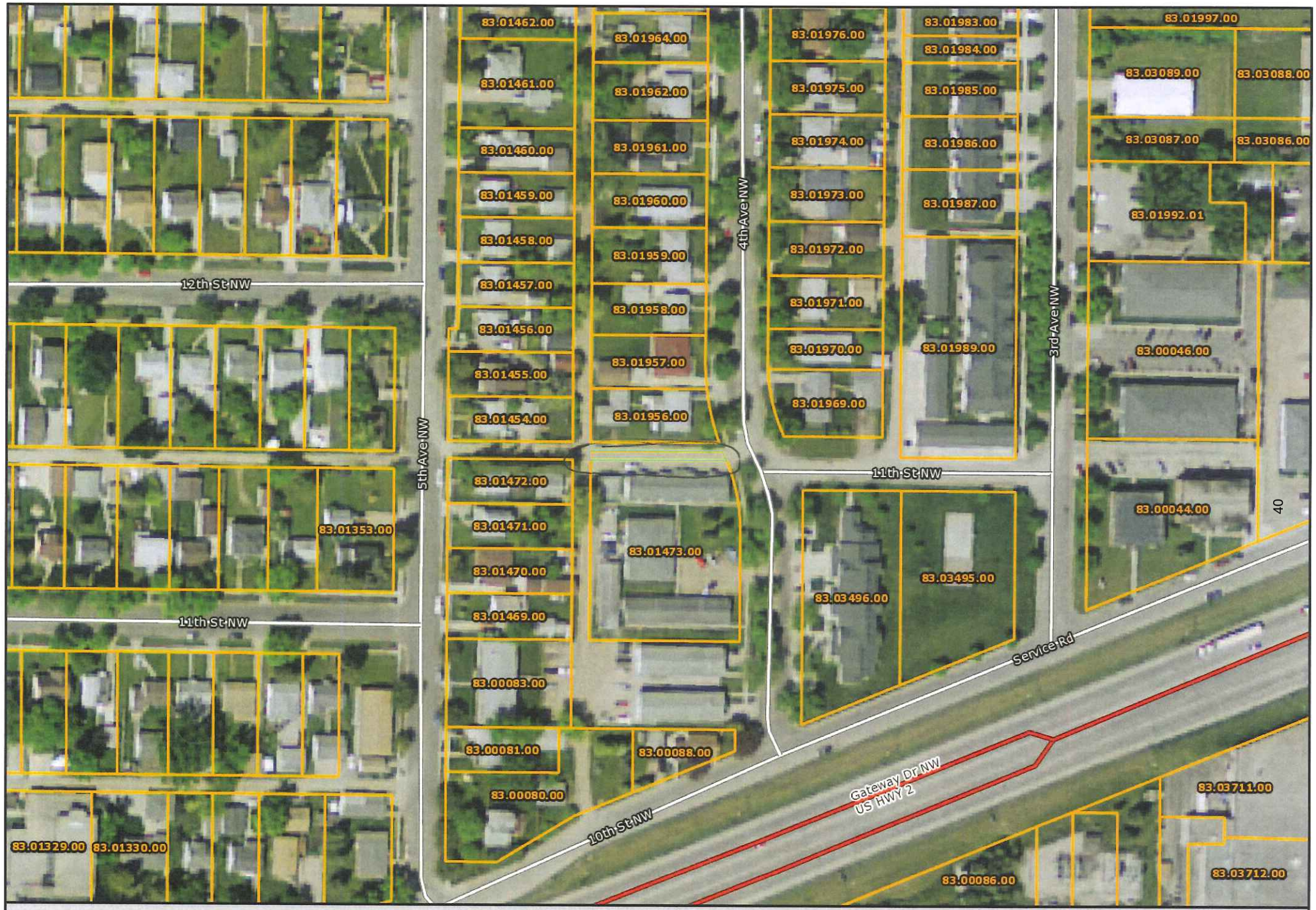

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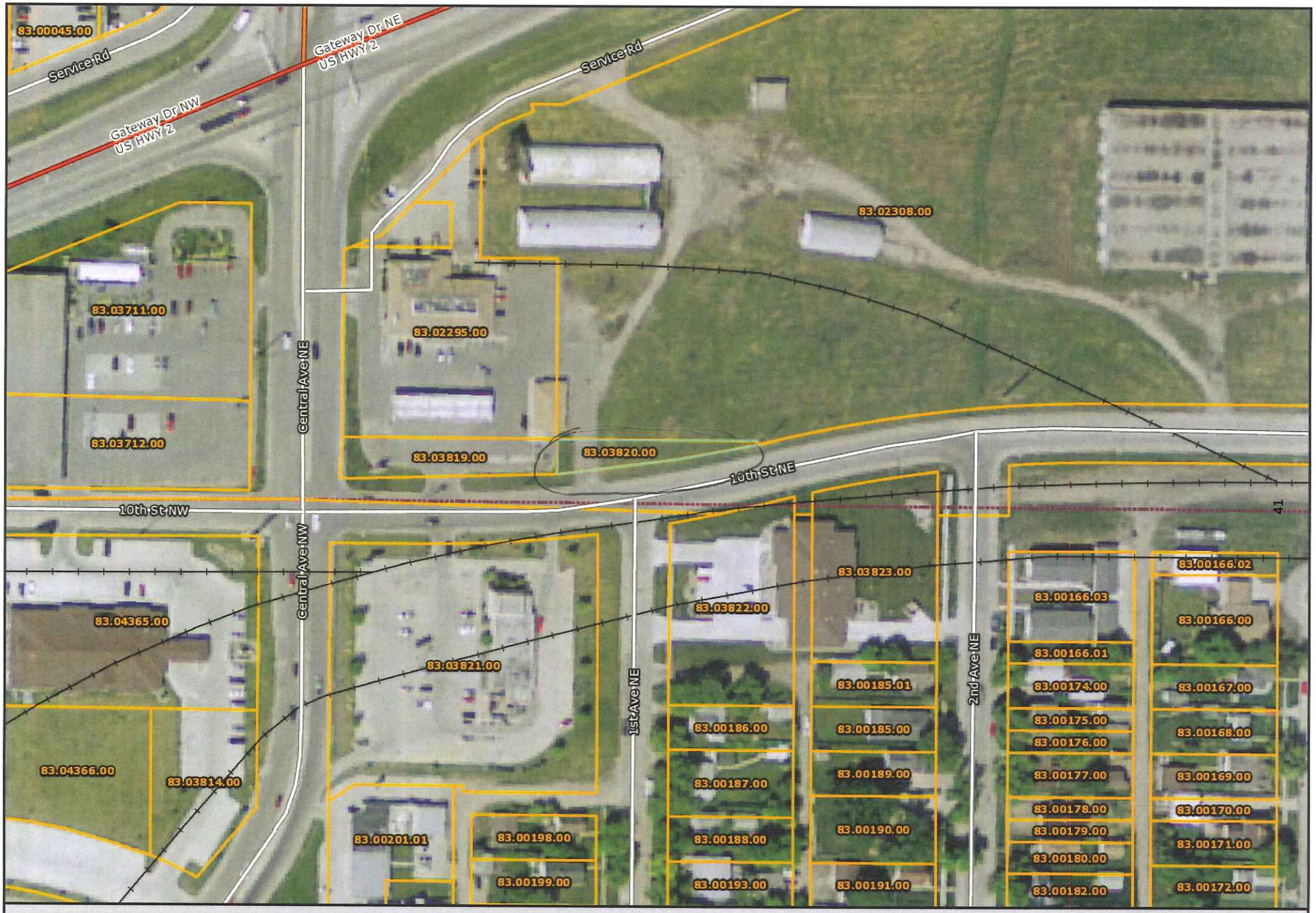

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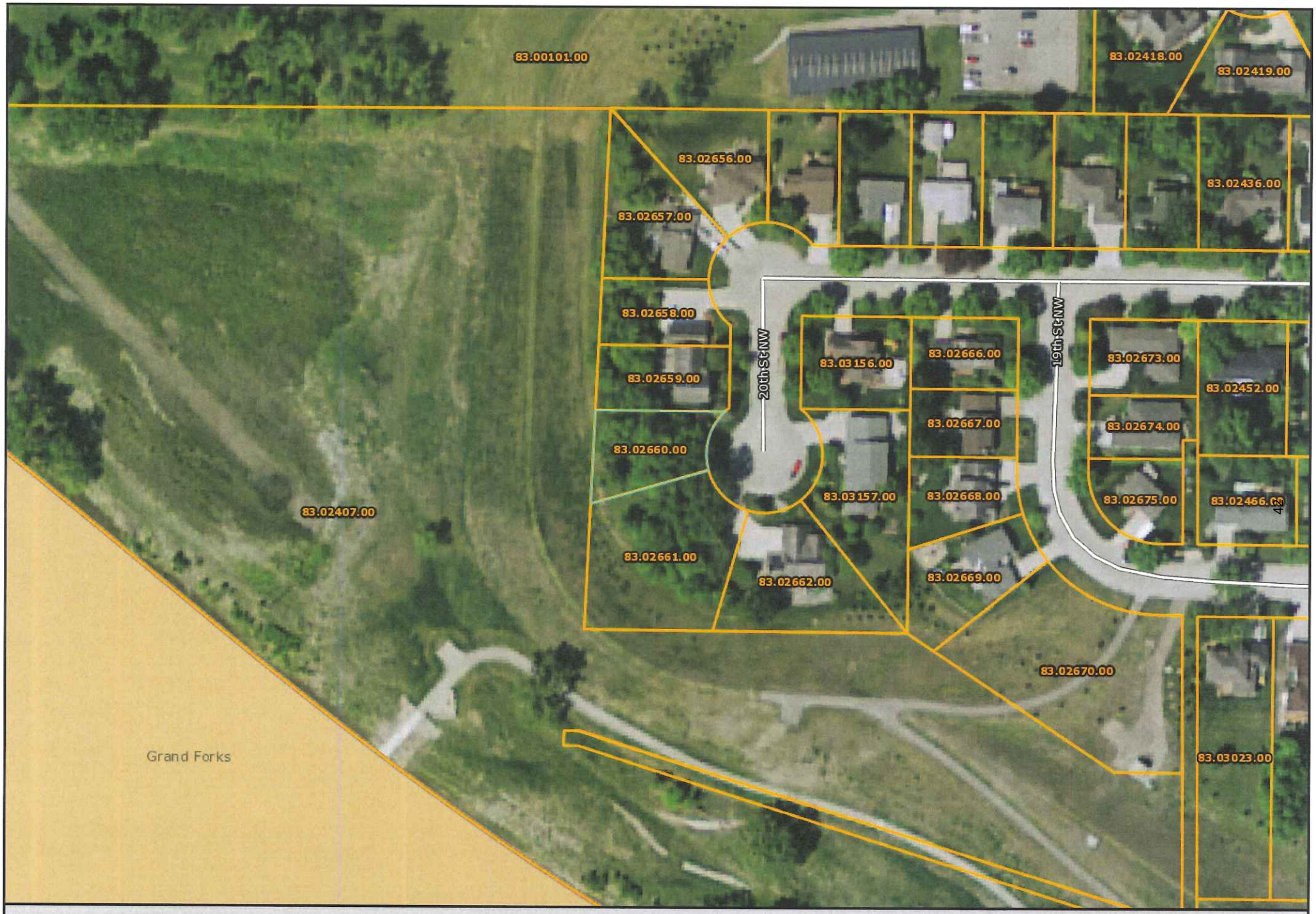

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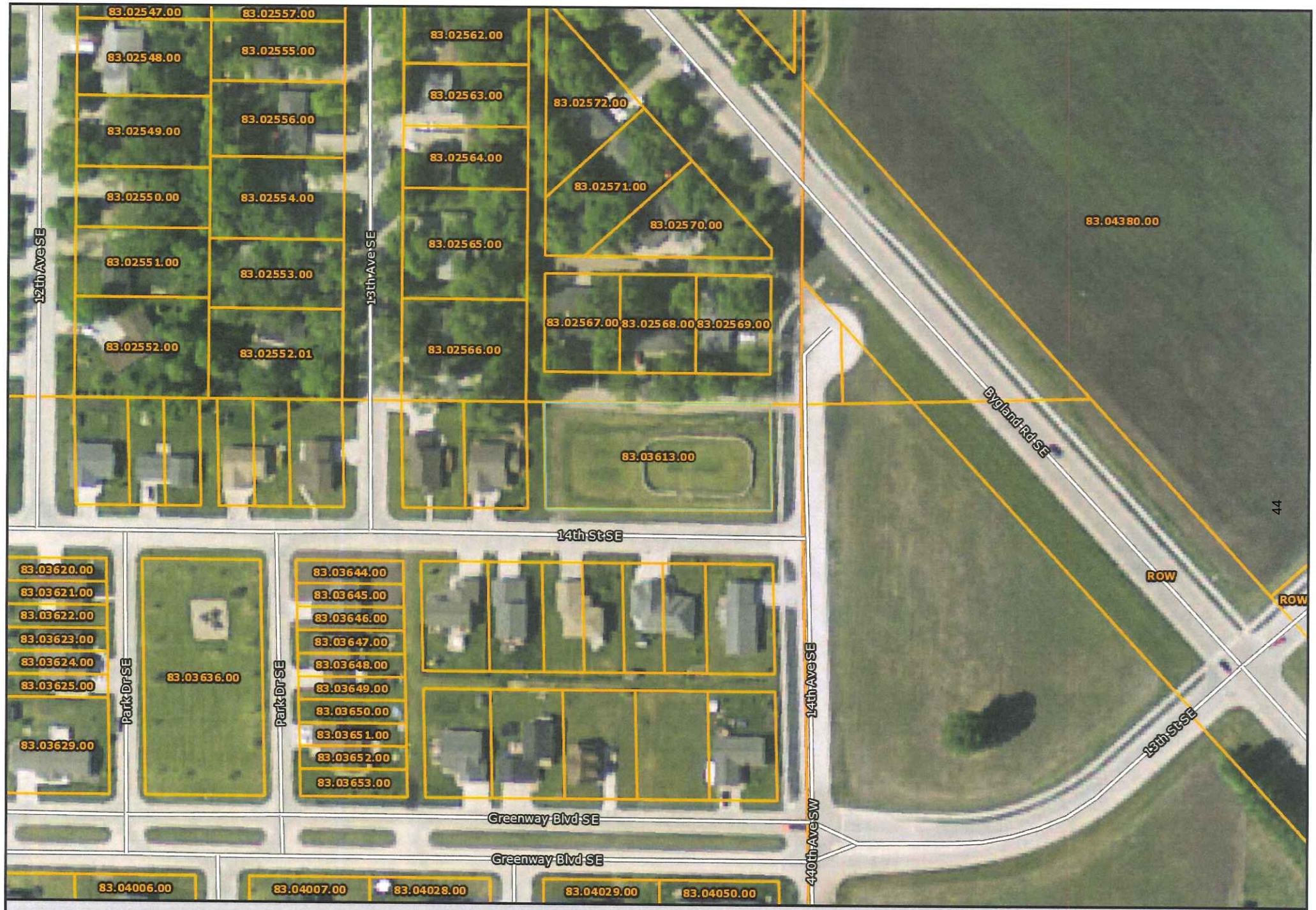

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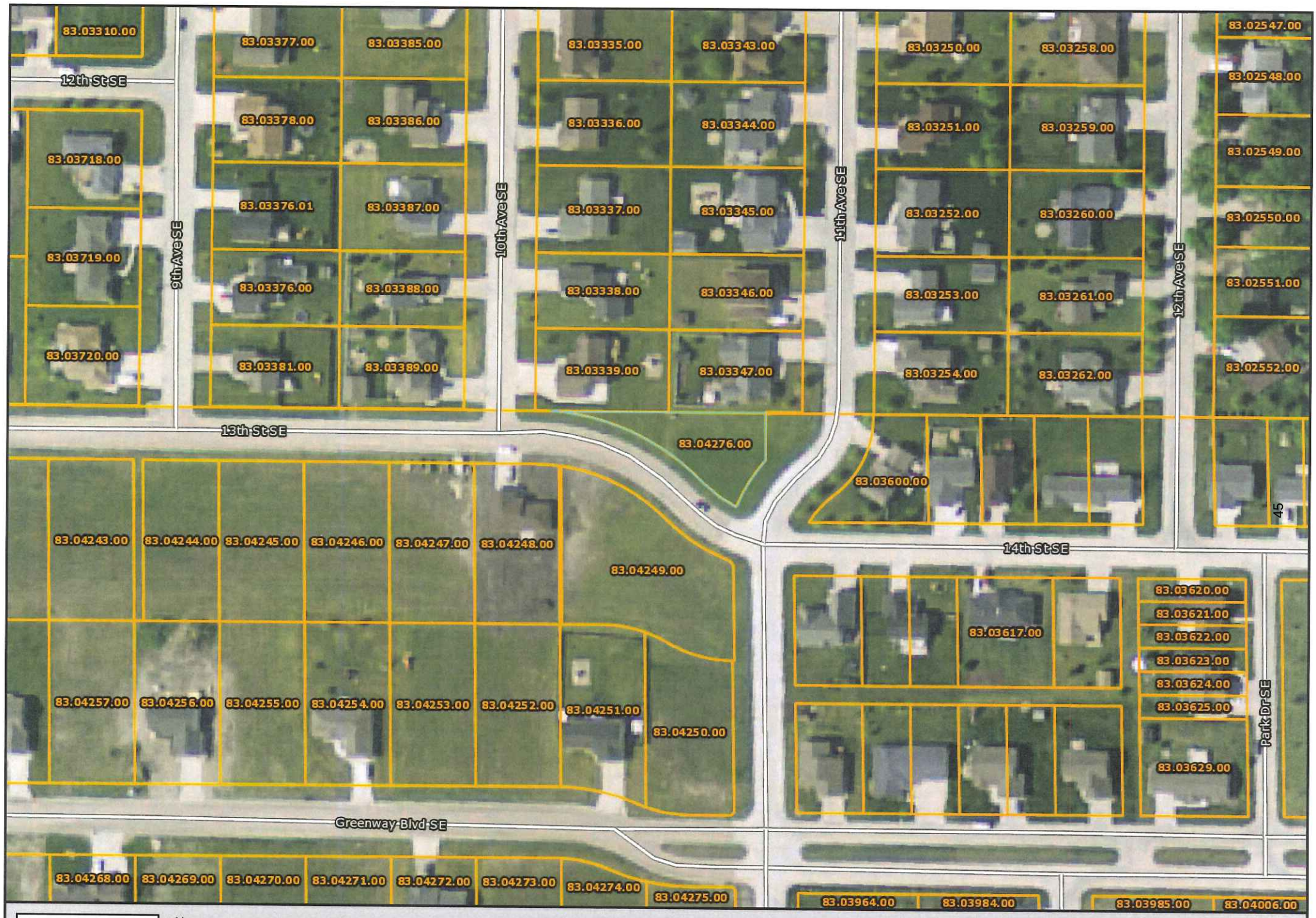

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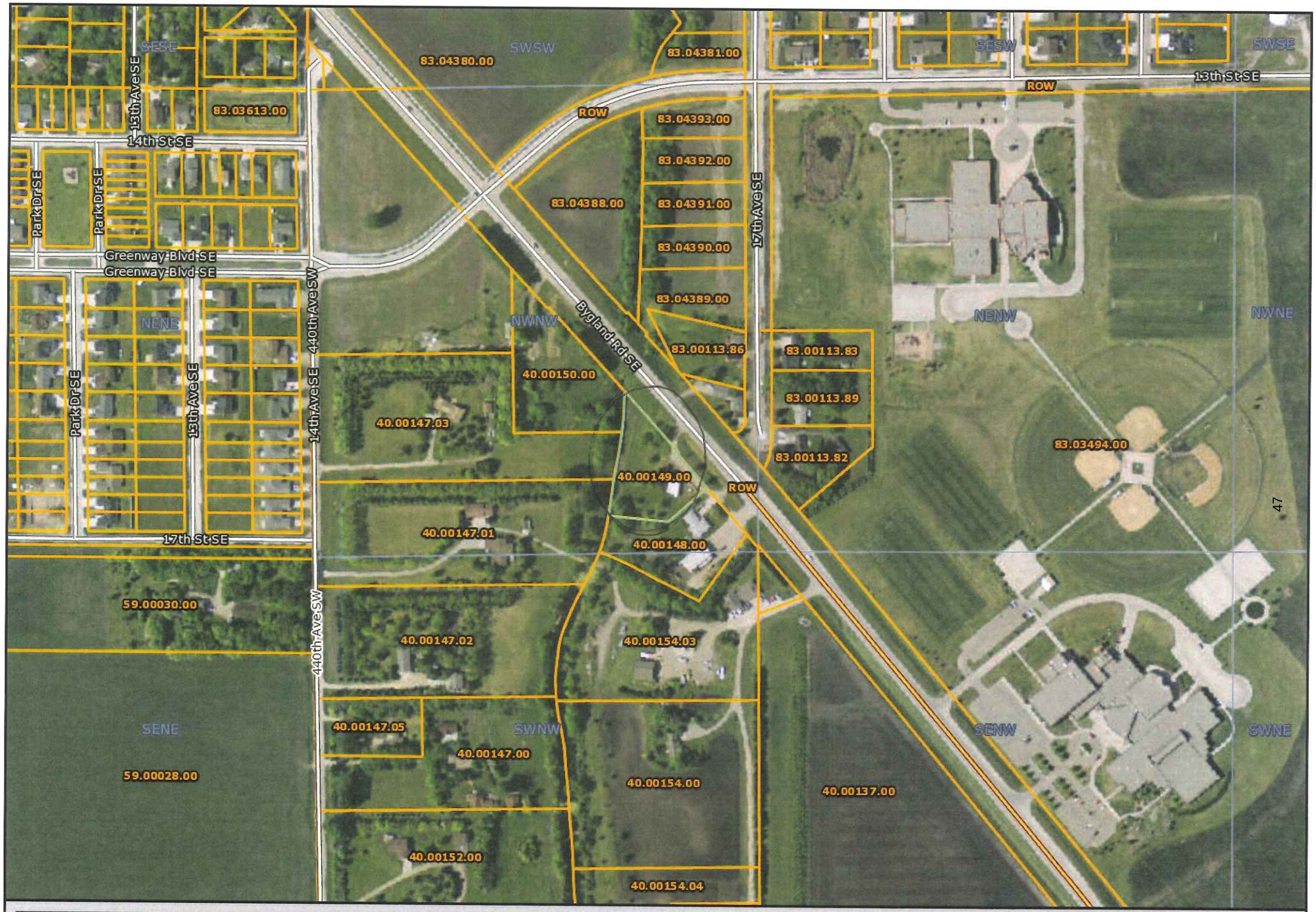

Polk County GIS

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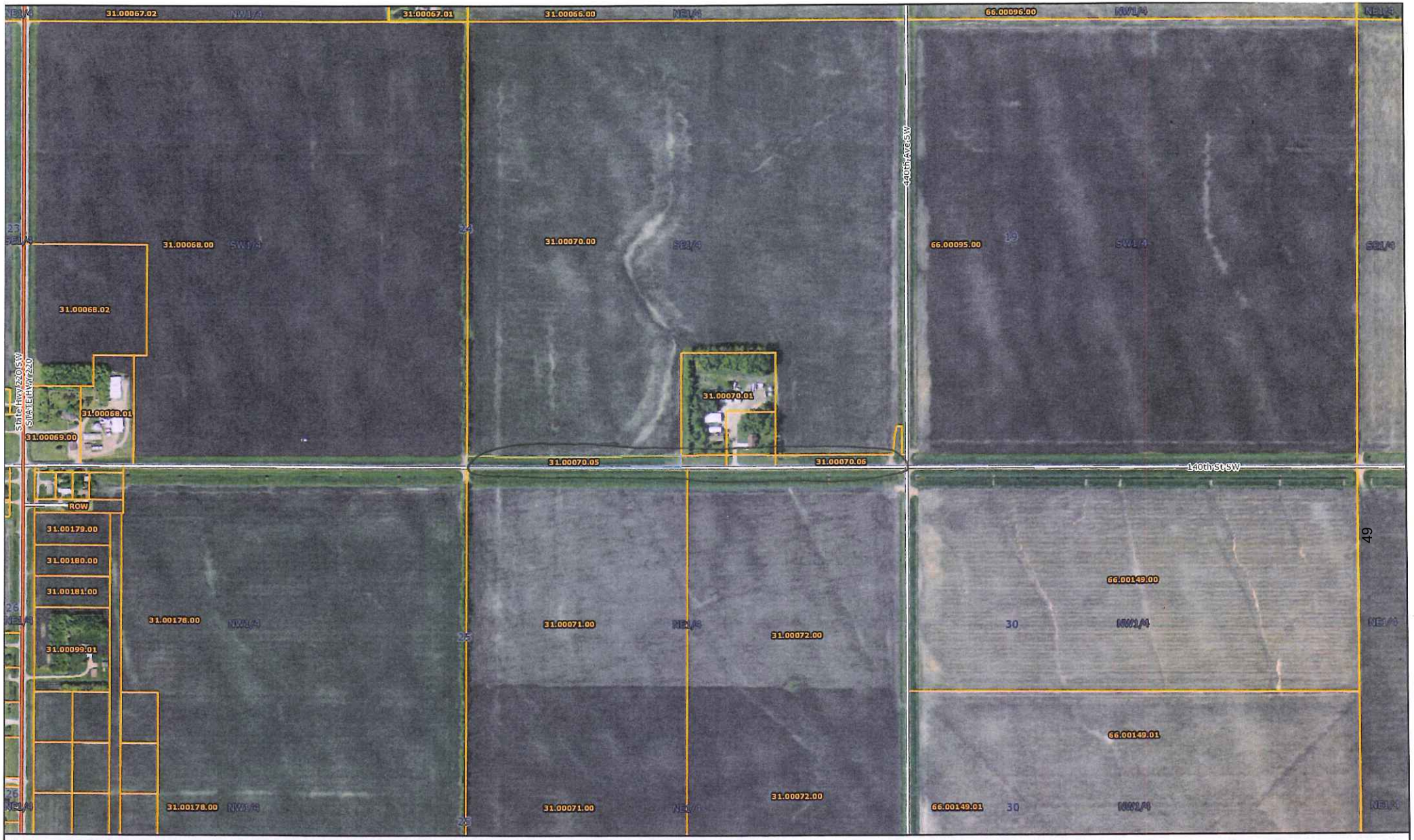
PARCELS	NOTES	NOTES	RENT OR LEASE(Y OR N)
31.00070.03	Ditch Work	permanent levee easement (PLE)	N
31.00070.04		PLE	N
31.00070.05		PLE	N
31.00070.06		PLE	N
66.00097.01		PLE	N
66.00103.01		PLE	N
40.00165.00		clay pile	N
40.00171.01		PLE	Y
40.00136.03		PLE	N
59.00061.05		PLE	Y
59.00058.01		PLE	N
40.00134.05		PLE	N
59.00061.04		PLE	Y
59.00042.01		PLE	Y
59.00040.01		PLE	Y
40.00141.05		road raise	N
59.00057.01		PLE	N
59.00056.01		PLE	N
59.00064.01		road raise	N
40.00133.05		road raise	N
40.00174.01		PLE	N
40.00175.01		PLE	Y
40.00197.03		part of Cty Rd 58	should give back to County
59.00061.00		PLE	Y
40.00133.03		road raise	N
59.00043.01		PLE	N
59.00043.00		PLE	Y
59.00043.04		PLE	Y
59.00043.03		PLE	Y
59.00043.02		PLE	Y
40.00177.00		PLE	Y
31.00062.00		PLE	Y
31.00123.01		PLE	Y
31.00062.00	By Lagoon	road raise	Y
~~59.00061.00~~	~~South of Laurel Dr~~	~~PLE~~	~~Y~~
40.00052.02	Along Bus Highway 2	PLE	N



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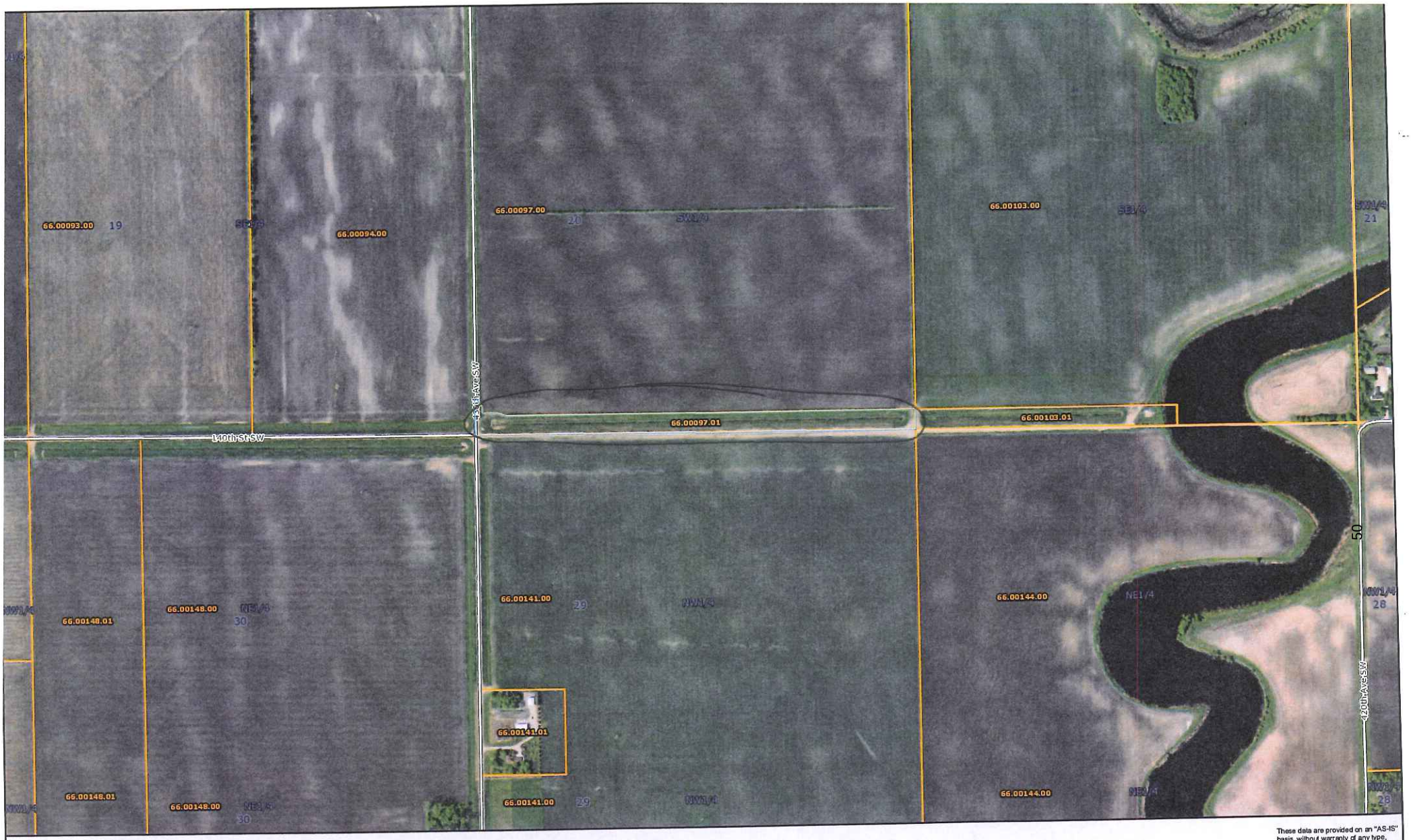

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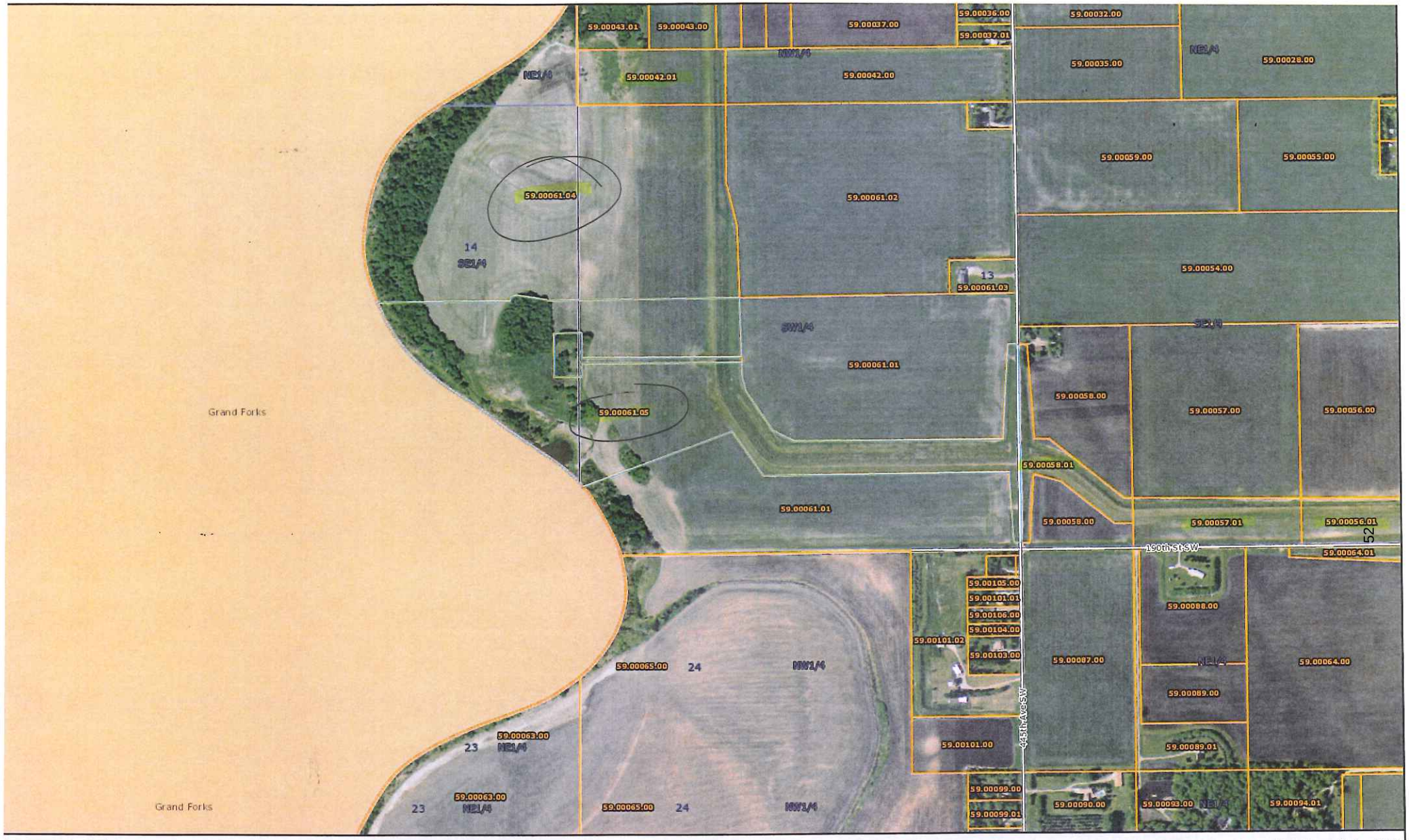
59.00043.01
59.00043.00
59.00037.00
59.00036.00
59.00037.01
59.00032.00
NW1/4
NE1/4
59.00042.01
59.00042.00
59.00035.00
NE1/4
59.00028.00
59.00059.00
59.00055.00
59.00061.04
59.00061.02
14
SE1/4
13
59.00061.03
59.00054.00
SW1/4
59.00061.01
59.00058.00
59.00057.00
59.00056.00
Grand Forks
59.00061.05
59.00058.01
59.00061.01
59.00058.00
59.00057.01
59.00056.01
190th St SW
59.00064.01
59.00105.00
59.00101.01
59.00106.00
59.00104.00
59.00088.00
59.00101.02
59.00103.00
59.00087.00
59.00065.00
24
NW1/4
NE1/4
59.00064.00
59.00089.00
445th Ave SW
59.00063.00
23
NE1/4
59.00101.00
59.00089.01
59.00099.00
59.00063.00
23
NE1/4
59.00065.00
24
NW1/4
59.00090.00
59.00093.00
NE1/4
59.00094.01
59.00099.01
Grand Forks
Polk County GIS
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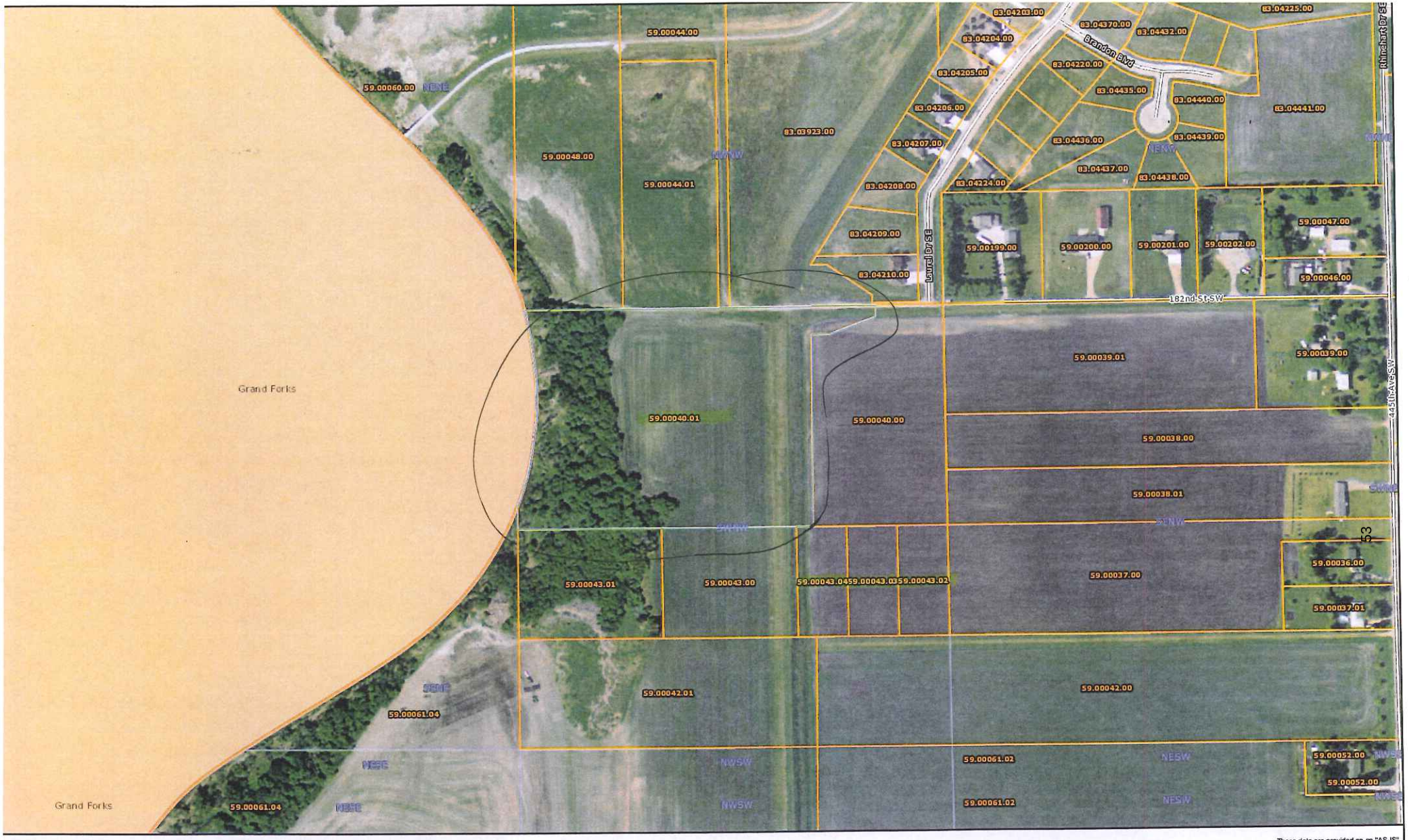

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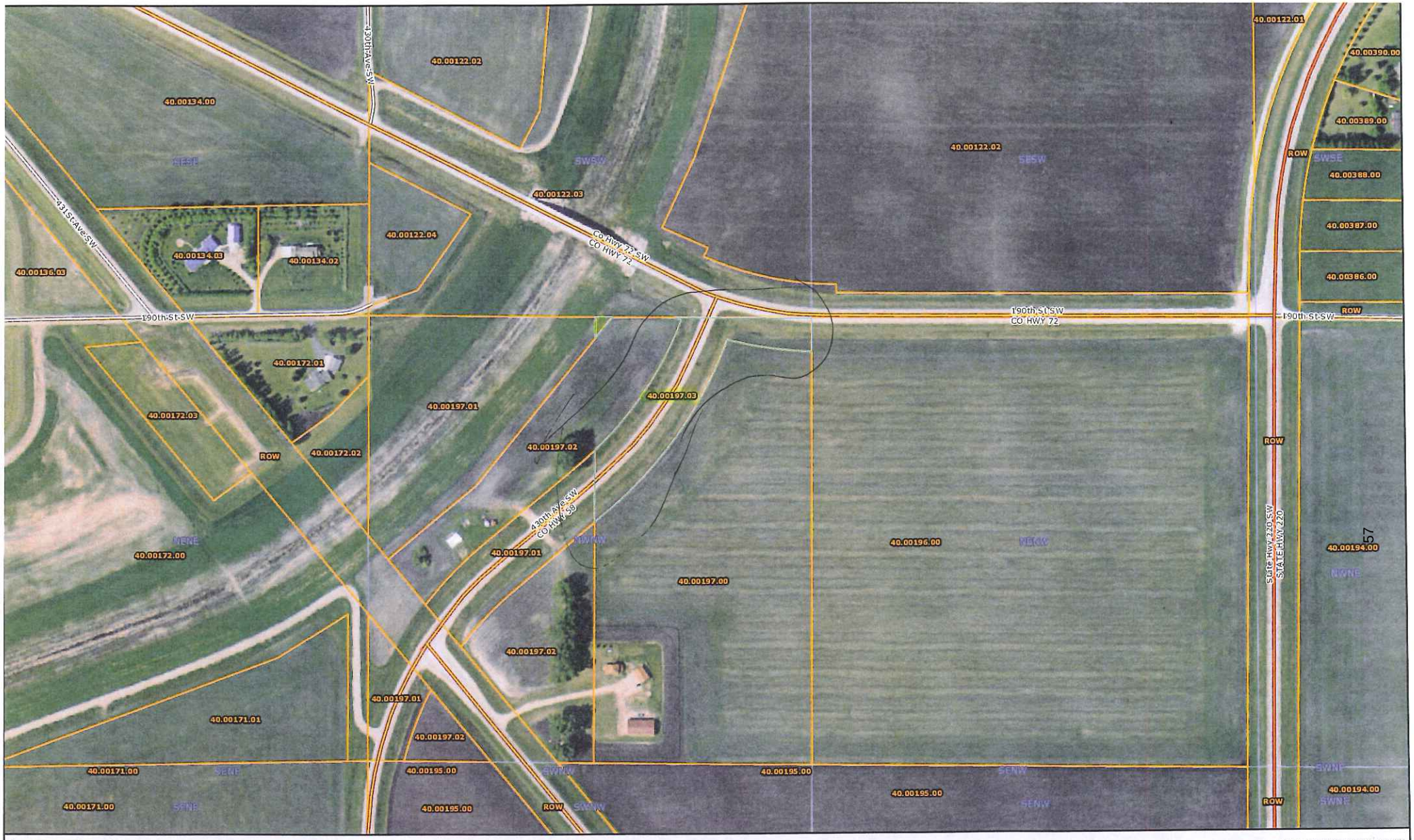

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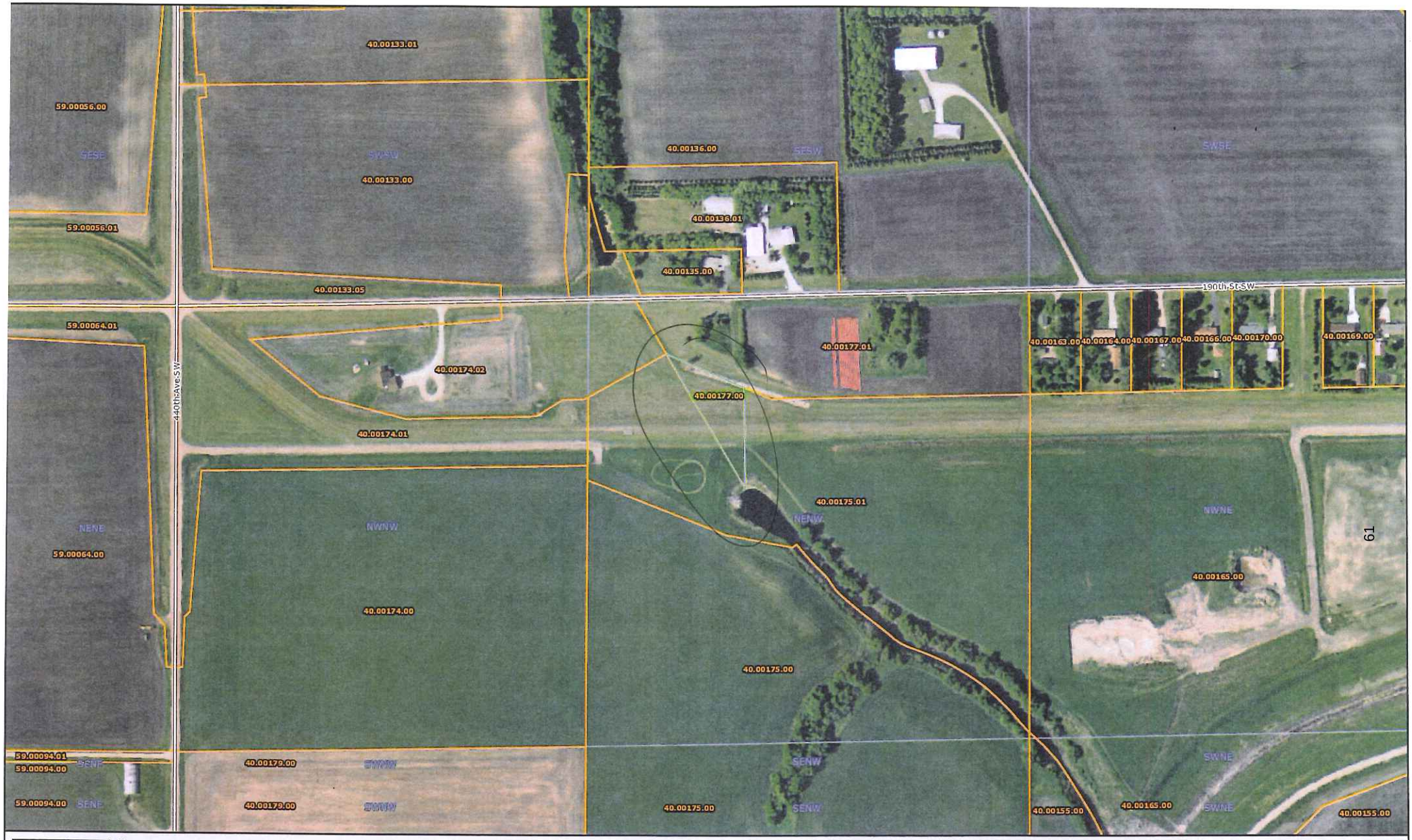

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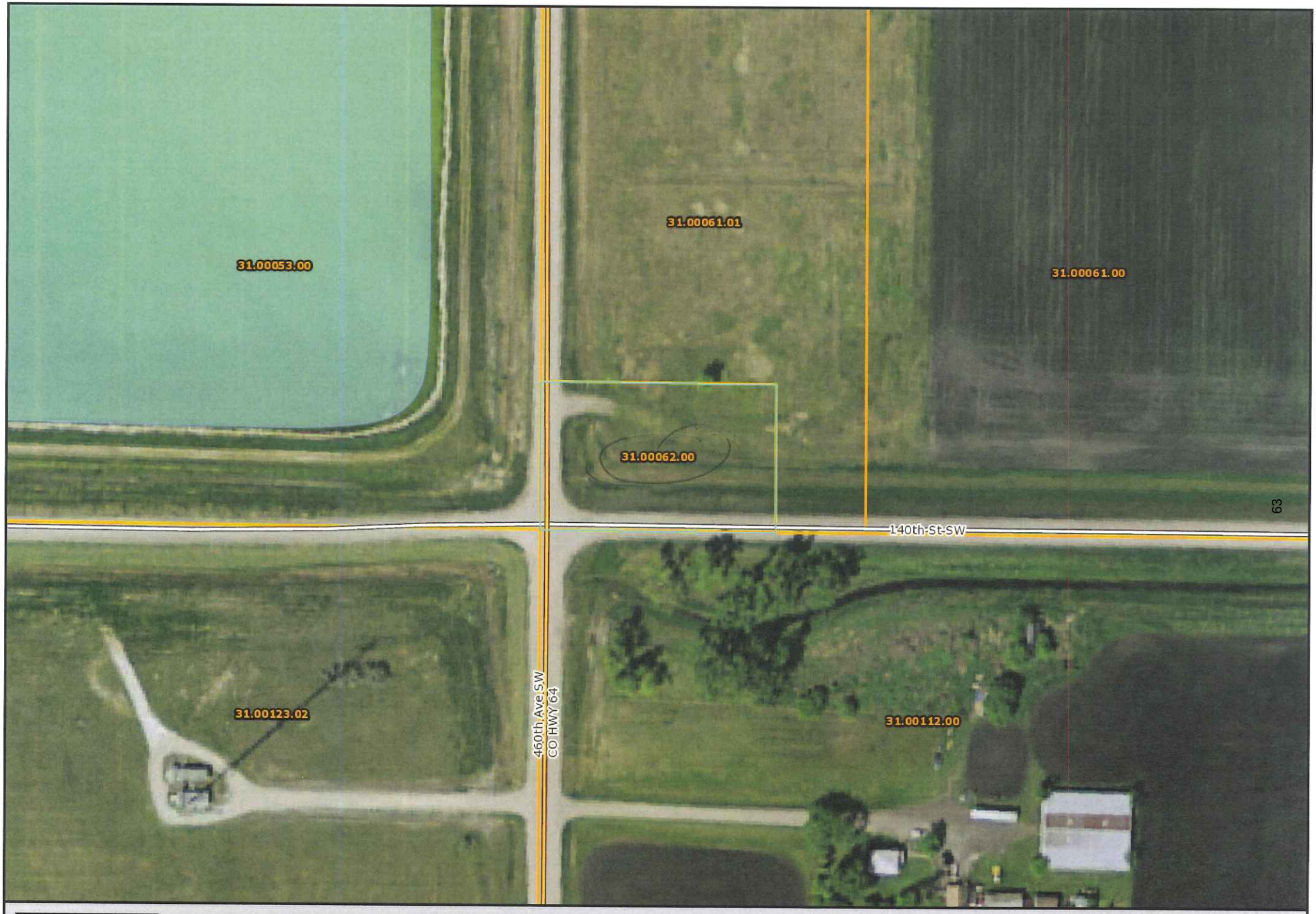

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Request for Council Action

Date: June 24, 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

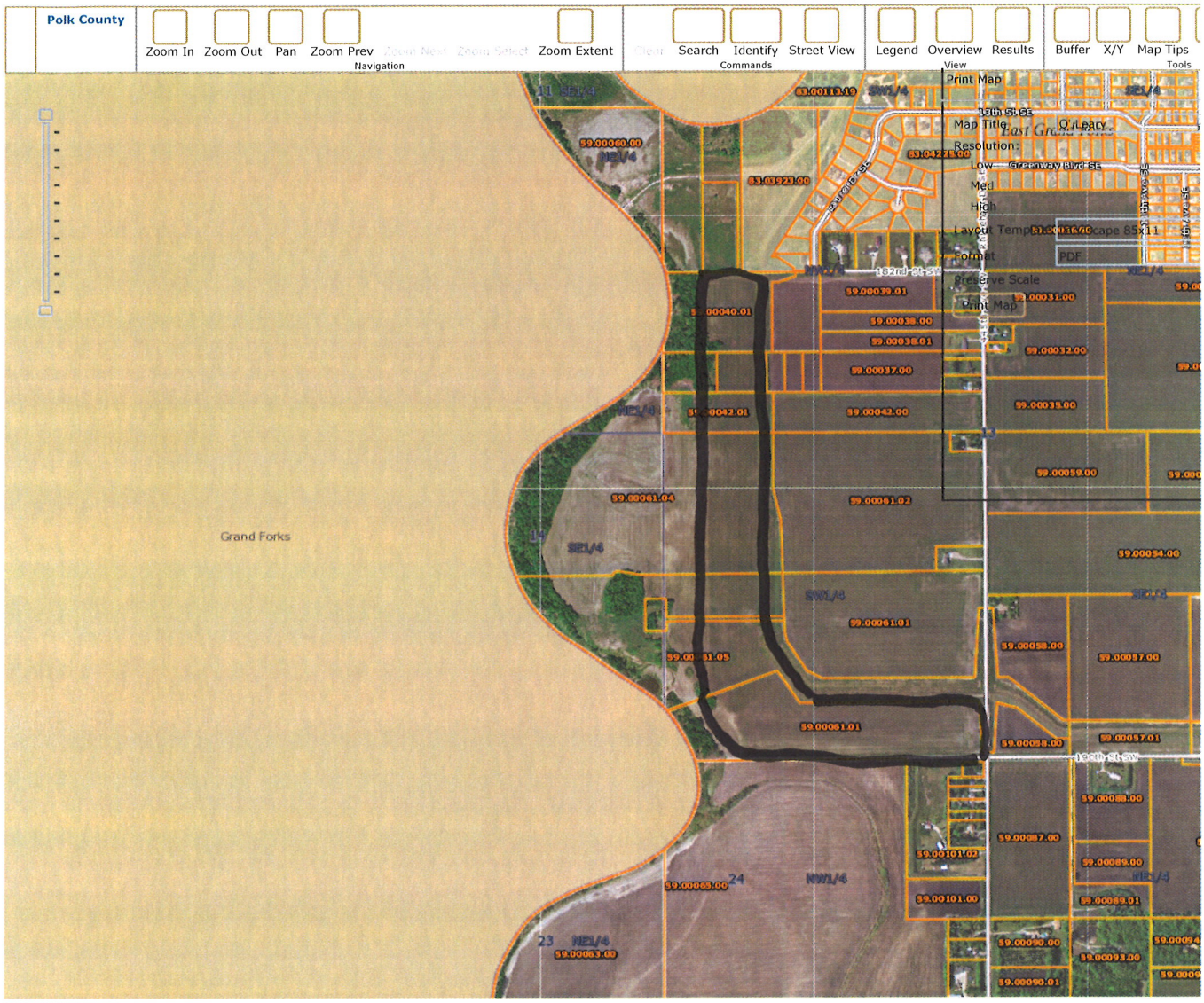
RE: Farm Lease Agreement – Greg Driscoll and Michael O'Leary

I was unaware that the City leases approximately 115 acres to Greg Driscoll and Michael O'Leary to farm. The Land is located outside of City Limits, South West of the Levy (Map provided).

Mr. O'Leary stopped in and said that he had forgotten that the lease expired on December 31, 2013 and he wishes to renew it for another term of 3 years. The property is currently planted. The rent is currently $100 per tillable acre.

If the Council wishes to renew the lease, Mr. Galstad will be directed to review the agreement and provide an updated version that will then go before the Council for approval.

T:\David\June 24 O' Leary Lease.docx



Scale 1: 10000 X: 342042.2418 Y: 246671.4102

FARM LEASE AGREEMENT - CASH RENT

This Farm Lease Agreement is being made and entered into this 19th day of ~~February~~ April, 2011, by and between the **City of East Grand Forks**, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, (hereinafter referred to as "Landlord"); and **Greg Driscoll and Michael O'leary**, 40580 170th Street SW, East Grand Forks, Minnesota 56721 (hereinafter referred to as "Tenant").

WITNESSETH:

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

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

Commencing at the northeast corner of said Southwest Quarter of the Northwest Quarter; thence westerly along the north line of said Southwest Quarter of the Northwest Quarter having a grid bearing of South 86 degrees 38 minutes 47 seconds West a distance of 539.63 feet to the point of beginning; thence South 03 degrees 58 minutes 27 seconds East a distance of 33.00 feet; thence South 86 degrees 38 minutes 47 seconds West parallel with said north line a distance of 146.99 feet; thence South 76 degrees 55 minutes 48 seconds East a distance of 153.73 feet; thence South 03 degrees 58 minutes 27 seconds East a distance of 1616.03 feet; thence South 03 degrees 24 minutes 57 seconds East a distance of 1339.63 feet; thence South 38 degrees 19 minutes 17 seconds East a distance of 254.65 feet; thence South 67 degrees 09 minutes 05 seconds West a distance of 970 feet more or less to the easterly bank of the Red River of the North; thence northwesterly, northerly and northeasterly in varying directions along said easterly bank a distance of 4735 feet more or less to said north line of the Southwest Quarter of the Northwest Quarter; thence North 86 degrees 38minutes 47 seconds East along said north line a distance of 740 feet more or less to the point of beginning. Containing 114.63 acres more or less.

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

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

2. Lease Term: This Farm Lease Agreement shall be in effect for the crop years of 2011 through and including crop year 2010, such term defined as commencing April 1, 2011, and terminating December 31, 2013.

3. Rent: Tenant agrees to pay to Landlord the sum of **$100.00 per tillable acre** per year. After Tenant seeds the Property, Tenant shall report to Landlord the number of acres seeded and the parties shall then calculate the amount of the annual farm lease payment based upon the hereinbefore stated rate per tillable acre. The annual farm lease payment shall then be due and payable in full immediately at City Hall, East Grand Forks, Minnesota. If Tenant fails to make the above-referenced payment or to perform any other part of this Farm Lease Agreement, Landlord may re-take possession of the Property and terminate this lease.

4. Sublease: Tenant shall not assign any portion of this Farm Lease Agreement or sublease any portion of the Property during the term of this Farm Lease Agreement without the express written permission of Landlord.

5. Good Husbandry: Tenant agrees to farm the Property in an efficient and husbandlike manner so as to conserve Landlord's Property, and will quietly yield and surrender the above-described Property to Landlord in as good condition and repair as when first taken, reasonable wear and tear and damage by the elements alone excepted.

6. Noxious Weeds: Tenant will use diligence to prevent noxious weeds from going to seed on the Property at Tenant's expense.

7. Fall Plowing: Tenant does hereby agree at the expiration of this lease to return the land with the same number of acres fall tilled as were present at the inception of this lease.

8. Agency: It is hereby specifically agreed that Tenant is not the agent of Landlord, and Tenant agrees to make no purchases or incur any obligations for the account of Landlord without Landlord's consent in writing.

9. Liability: Tenant hereby agrees to and hereby does indemnify and hold Landlord free and harmless from any claims, loss, damage or expense that arise out of or are claimed to arise out of Tenant's use and occupation of the Property.

10. No Guarantees or Warranties by the City: Tenant hereby acknowledges that much of the hereinbefore set forth Property is low lying river bottom land prone to flooding, and that the City neither guarantees nor warrants that the subject Property is suitable for farming or for any other purpose, and that the risk of being unable to plant a crop or harvest a crop

or of any other type of loss as a result of the land being inundated with water falls entirely on the Tenant.

11. Cancellation. It is hereby specifically agreed that the Landlord may terminate this lease after any crop year by providing reasonable notice. Reasonable notice is hereby defined as written notice given no later than the end of February if it is determined by the landlord that the land is needed for a public purpose.

12. Entire Agreement: This Farm Lease Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supercedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Farm Lease Agreement or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

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

LANDLORD: **City of East Grand Forks**

By: _____
Its Mayor

By: _____
Its City Administrator

TENANT: **Greg Driscoll and Michael O'leary**

By: _____
Greg Driscoll

By: _____
Michael O'leary

STATE OF MINNESOTA)
) SS
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 19th day of ~~February~~ April, 2011, by Lynn Stauss and ~~Robert Brooks~~ Scott Huberman, the Mayor and City Administrator of the City of East Grand Forks, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, on behalf of its City Council.

MICHELLE MARIE FRENCH
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2015

Michelle Marie French
Notary Public
Polk County, Minnesota
My Commission Expires:

STATE OF MINNESOTA)
) SS
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 5th day of ~~February~~ april, 2011, by Greg Driscoll and Michael O'leary.

JOHN E. ROBERTSON
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

John E Robertson
Notary Public
Polk County, Minnesota
My Commission Expires:

THIS INSTRUMENT DRAFTED BY:

Ronald Galstad, #242974
City Attorney
1312 Central Avenue N.E.
East Grand Forks, MN 56721
(218) 773-9729

(driscoll.farm.lease.agreement.2011-2013)

Request for Council Action

Date: June 24, 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: Multi-Family Development

The City of East Grand Forks does not have a policy or guidelines outlining what incentives the City is willing to provide for Multi-Family Housing Development in the City. Recently two inquiries have been presented, but have not moved forward due to uncertainty of what (if any) assistance the City is willing to provide. The inquiries have been for the property at the Northwest Corner of Highway 220 and 23 and the vacant lot directly to the East of the Veterans of Foreign Wars Club.

There are several options available to cities to provide incentives and we need to come to agreement on what we are willing to utilize to promote Multi-Family Housing. Some of the options are:

Tax Abatement
City Funding and construction of Infrastructure.
Low Interest Loans
Etc.

We should also discuss if we are going to promote any incentives we may offer or make them available to developers as inquiries are received.

I will be available for any questions.

T:\David\June 24 North End Development.docx

General Ledger
Chart of Accounts Maintenance

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

User: kanderson
Printed: 05/29/2014 - 11:13 AM

280 Fund Cash Balance

Period	Month	Debit	Credit	Balance	Budget	YTD Balance
1	January	$0.00	$5,000.00	($5,000.00)	$0.00	$334,372.91
2	February	$5,000.00	$46.00	$4,954.00	$0.00	$339,326.91
3	March	$10,000.00	$0.00	$10,000.00	$0.00	$349,326.91
4	April	$5,000.00	$2,157.20	$2,842.80	$0.00	$352,169.71
5	May	$8,000.00	$11,772.00	($3,772.00)	$0.00	$348,397.71
6	June	$0.00	$0.00	$0.00	$0.00	$348,397.71
7	July	$0.00	$0.00	$0.00	$0.00	$348,397.71
8	August	$0.00	$0.00	$0.00	$0.00	$348,397.71
9	September	$0.00	$0.00	$0.00	$0.00	$348,397.71
10	October	$0.00	$0.00	$0.00	$0.00	$348,397.71
11	November	$0.00	$0.00	$0.00	$0.00	$348,397.71
12	December	$0.00	$0.00	$0.00	$0.00	$348,397.71
13	Audit Adj.	$0.00	$0.00	$0.00	$0.00	$348,397.71
14	Audit Adj.	$0.00	$0.00	$0.00	$0.00	$348,397.71
15	Audit Adj.	$0.00	$0.00	$0.00	$0.00	$348,397.71

72

Less Budgeted 60,000 TIF Rebate
" " 120,000 Waters Edge Special

168,397.71
76,288.29
92,109.42

Tax Rebates vary from year to year. - usually less than $60,000

PERB pay