

**AGENDA  
CITY COUNCIL  
WORK SESSION  
CITY OF EAST GRAND FORKS  
SEPTEMBER 8, 2009  
5:00 PM**

**CALL TO ORDER**

**CALL OF ROLL**

**DETERMINATION OF A QUORUM**

1. 2010 Proposed Budget & Tax Levy Forum - Scott Huizenga & Jerry Lucke
2. LaFave Park Boat Dock – Tom Stennes & Barry Wilfahrt
3. 2008 City Project No. 1 – Wastewater Improvements – Change Order – Greg Boppre
4. Approval of Sign Replacement Plan – Dan Ollhoff
5. Civic Recreation Center & VFW Memorial Arena Lease Agreement – Dave Aker
6. Winter Equipment Lease – John Wachter

**ADJOURN**

**Upcoming Meetings:**

Work Session – September 8, 2009 – 5:00 PM – Council Chambers

Regular Meeting – September 15, 2009 – 5:00 PM – Council Chambers

Work Session – September 22, 2009 – 5:00 PM – Training Room

Work Session – September 28, 2009 – 5:00 PM – Training Room

Regular Meeting – October 6, 2009 – 5:00 PM – Council Chambers



**RESOLUTION NO. 09 – 09 - XY**

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

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the proposed property tax levy collectible in year 2010 upon the taxable property within the said City, in accordance with truth-in-taxation and levy limit regulations, be set as follows:

General Operations	\$ 2,539,994
General, Unallotment Special Levy	306,823
Improvement Bonds 2004/2006	25,172
Capital Equipment Notes	79,562
PERA-Employer Share Increase	<u>29,720</u>
<b>TOTAL LEVY</b>	<b>\$ 2,981,271</b>

BE IT FURTHER RESOLVED, That the Administrator/Clerk-Treasurer will certify said proposed tax levy to the County Auditor of Polk County.

BE IT FURTHER RESOLVED, That the meeting to discuss, allow citizen input and possibly adopt the final budget will be held at 7:00 p.m. on **Tuesday, December 1, 2009**, with a final hearing, if necessary, on **Tuesday, December 15, 2009**, at the same time.

Voting Aye:  
Voting Nay: None.  
Absent: None.

The President declared the resolution passed.

Passed: September 15, 2009

Attest:

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

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

I hereby approve the foregoing resolution this x<sup>nd</sup> day of September, 2009.

\_\_\_\_\_  
Mayor

## RESOLUTION NO. 09 - 09 - XX

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

WHEREAS, The 2010 Proposed Budget must be adopted by September 15, 2009; and

WHEREAS, The 2010 Actual Final Budget adopted subsequent to this resolution may be **higher or lower** and such amounts are not preordained; and

WHEREAS, The city through resolution 02-04-36 established that current revenues will be used to finance current expenditures and regularly occurring capital expenditures; and

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

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the budgeted expenditures, excluding depreciation, for each fund during the 2010 calendar fiscal year shall be as follows:

General Fund:		
General Government	\$ 890,659	
Public Safety	3,439,789	
Public Works - Streets	1,488,587	
Parks and Recreation	1,334,207	
Community Development	87,000	
Unallocated	288,900	
Transfers	817,972	
Total General Fund		\$8,347,114
Community Growth Fund		10,000
Transit Fund		278,147
Library Fund		365,600
State Aid Street Fund		110,000
Senior Citizens Fund		110,000
Cemetery Fund		46,300
Insect Control		28,200
Sewage Fund		1,312,305
Campbell/Olson Memorial Fund		3,000
Water Fund		2,000,000
Electric Fund		12,200,000
Refuse and Recycling Fund		801,125
Storm Water Fund		378,408
Lot Incentive Fund		240,000
Riverwalk Properties Fund	Riverwalk Center Sub-Fund	142,000
	Professional Building Sub-Fund	18,200
	Infill Building Sub-Fund	39,000

Voting Aye:  
Voting Nay: None.  
Absent: None.

The President declared the resolution passed.

Passed: September xx, 2009

Attest:

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

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

I hereby approve the foregoing resolution this x<sup>nd</sup> day of September, 2009.

\_\_\_\_\_  
Mayor



Wade Miller  
Parks & Trails area supervisor  
246 – 125<sup>th</sup>. Ave. N E  
Thief River Falls, Minnesota 56701

September 1, 2009

Re: Request for boat ramp improvements @ East Grand Forks, MN

Dear Sir:

As a concerned citizen of Minnesota I would like to request that the boat ramp in Al Lafave Park in East Grand Forks, Minnesota be replaced due to its deteriorating condition. Please find enclosed pictures and letters of support for this endeavor.

I have discussed this issue with the DNR offices in Park Rapids, Thief River Falls and Baudette. The ramp we have is still usable, but will not be in the future. We would like to see a ramp like the one that was put in on the Red Lake River here in East Grand Forks just a few years ago. It is a double wide ramp and this time due to the extensive use this ramp receives I would like to see a moveable dock in the middle. The parking area is already extensive, but could use a covering on top.

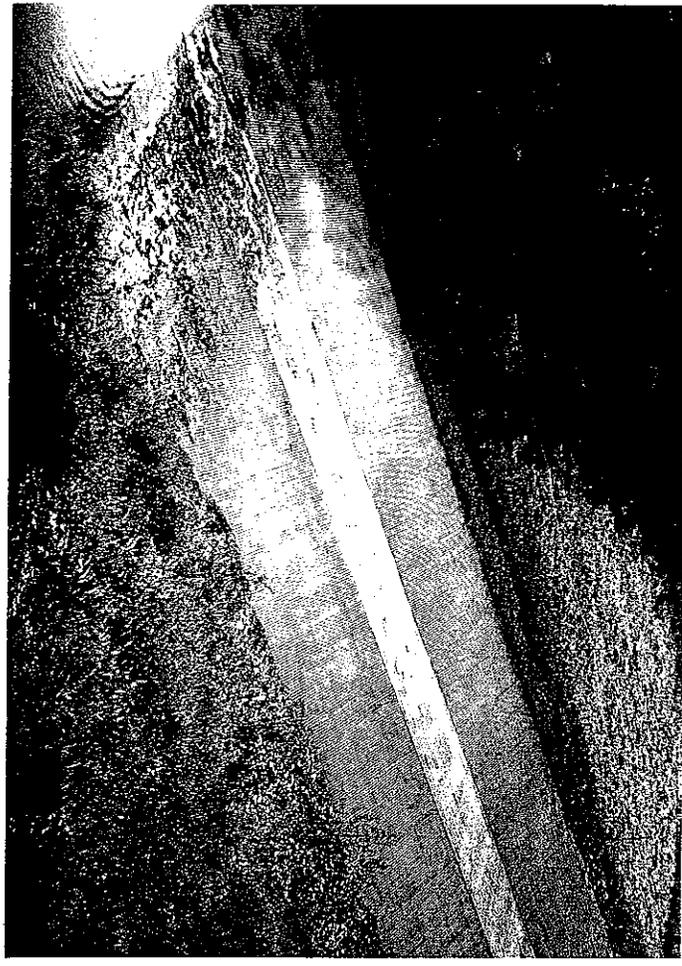
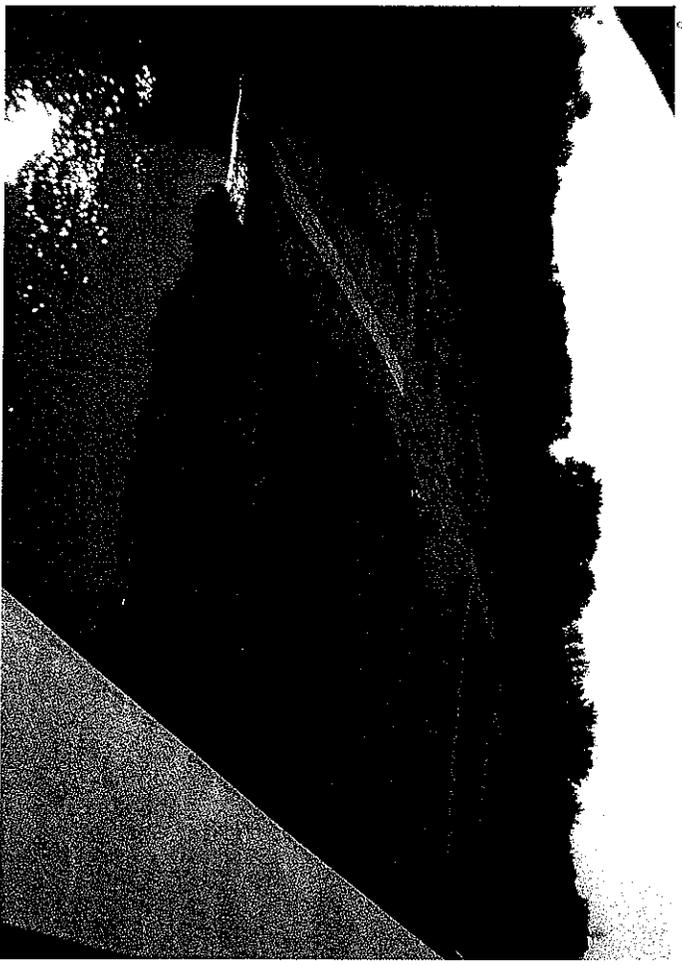
I would be happy to work with Wade Miller in Thief River Falls or Dennis Topp in Baudette because of there personal knowledge of the river and landing here in East Grand Forks.

Thank you

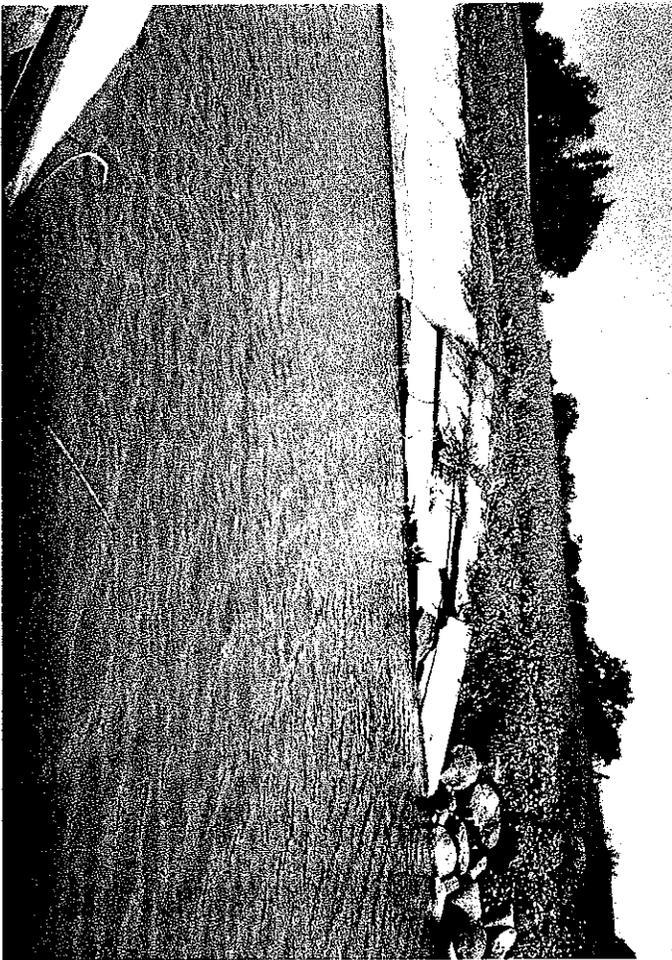
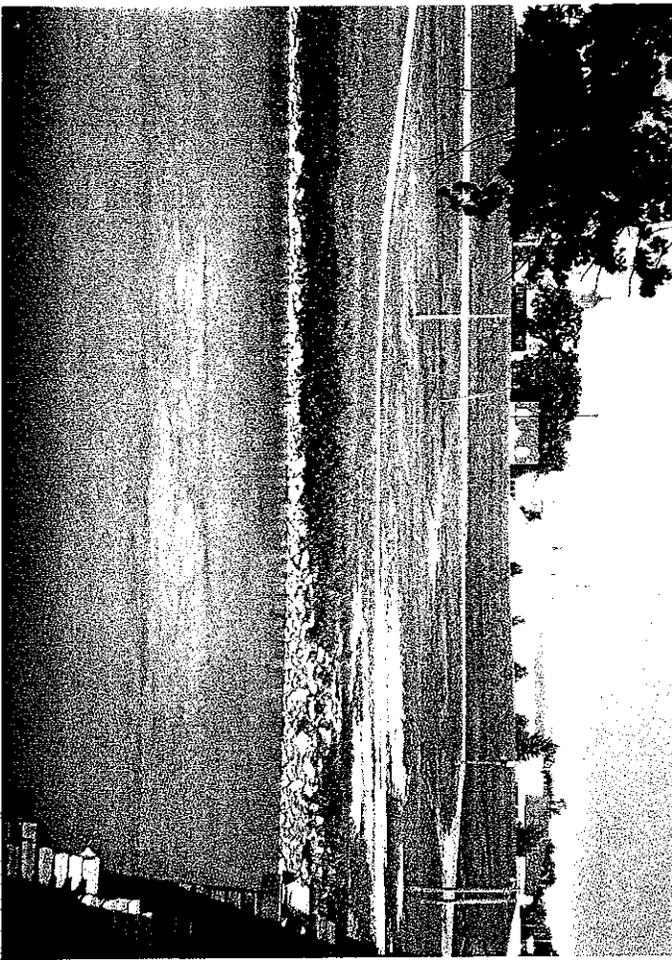


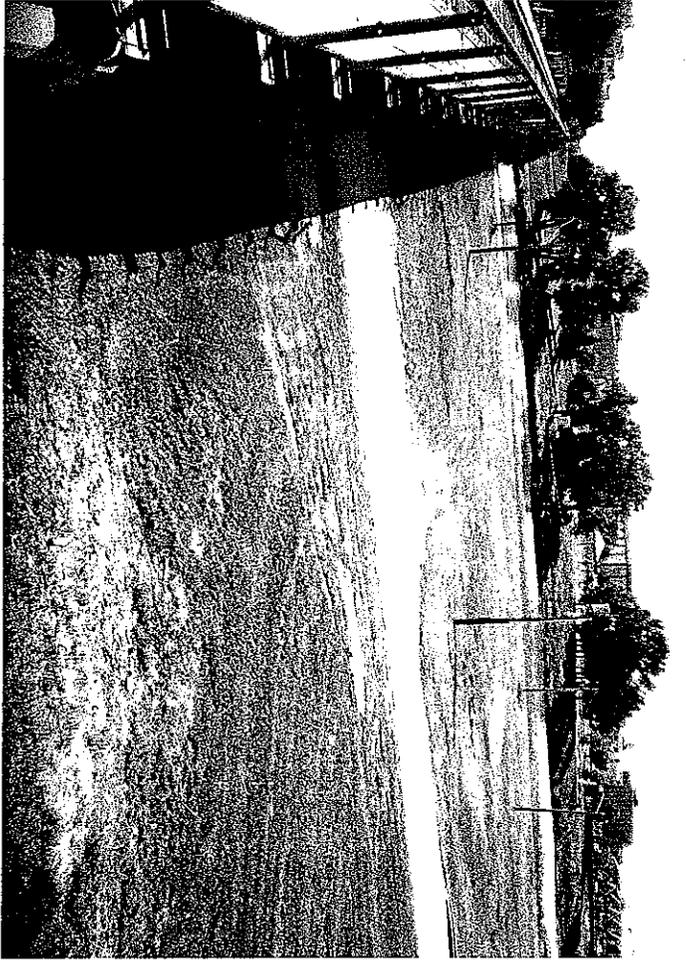
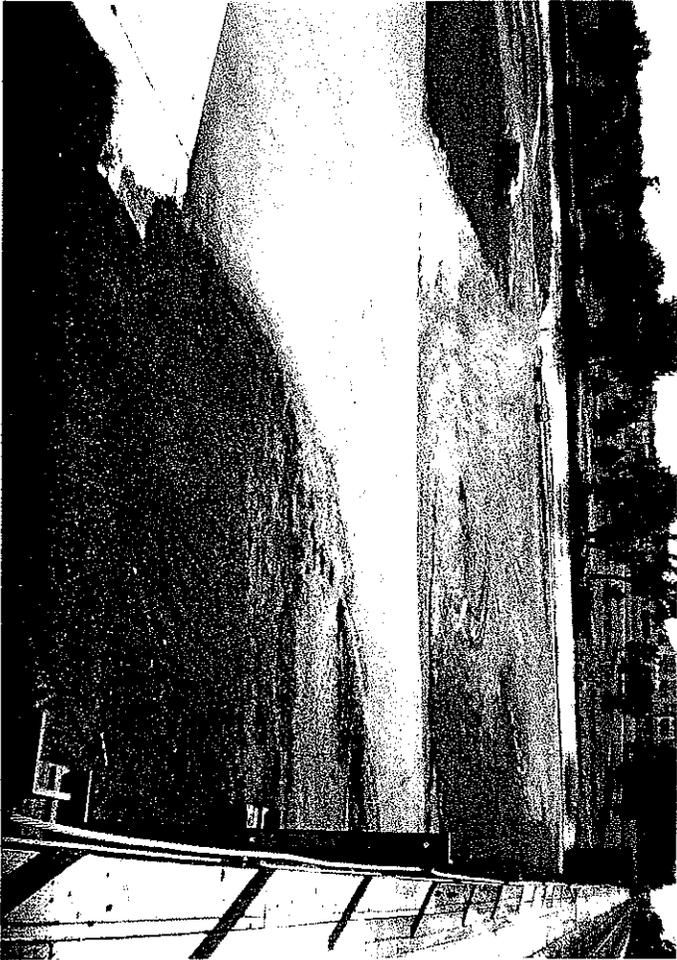
Thomas J. Stennes  
2031 Central Ave. NW  
East Grand Forks, MN 56721  
218-779-5280  
[judy.stennes@midconetwork.com](mailto:judy.stennes@midconetwork.com)

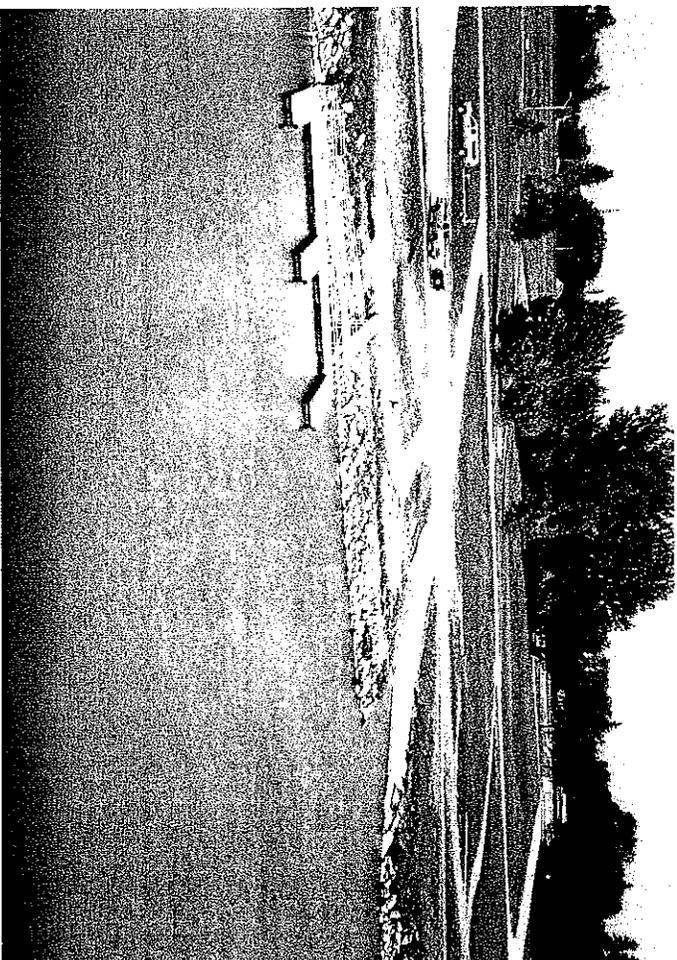
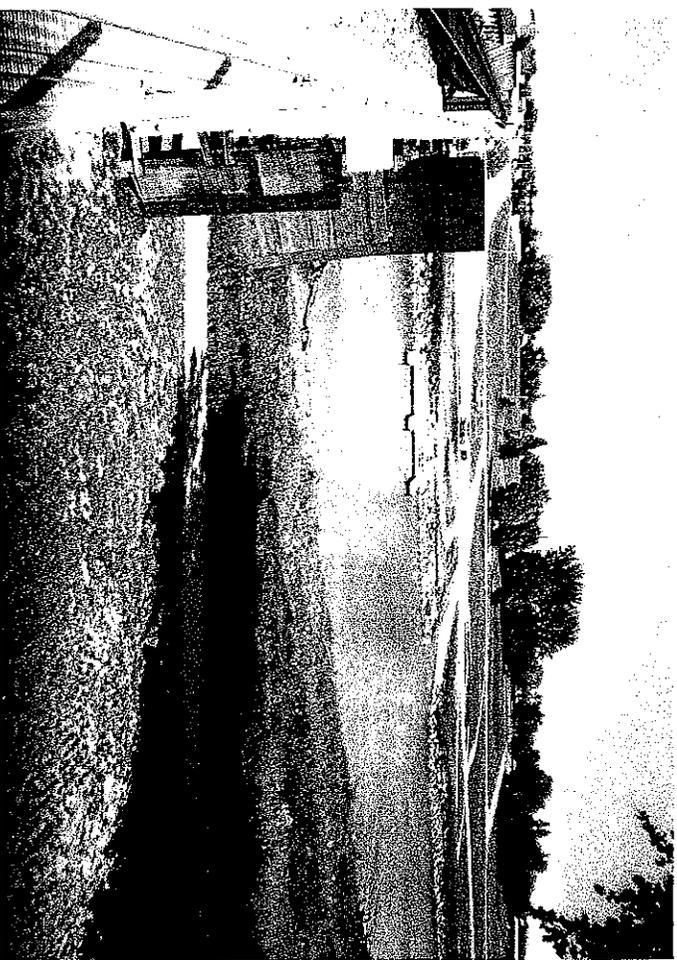
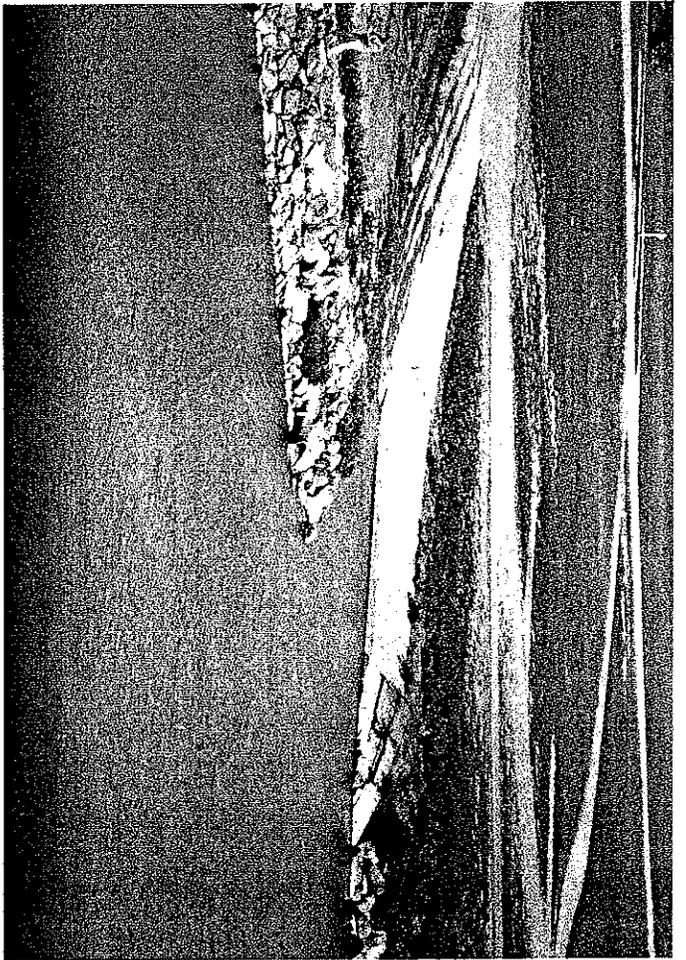
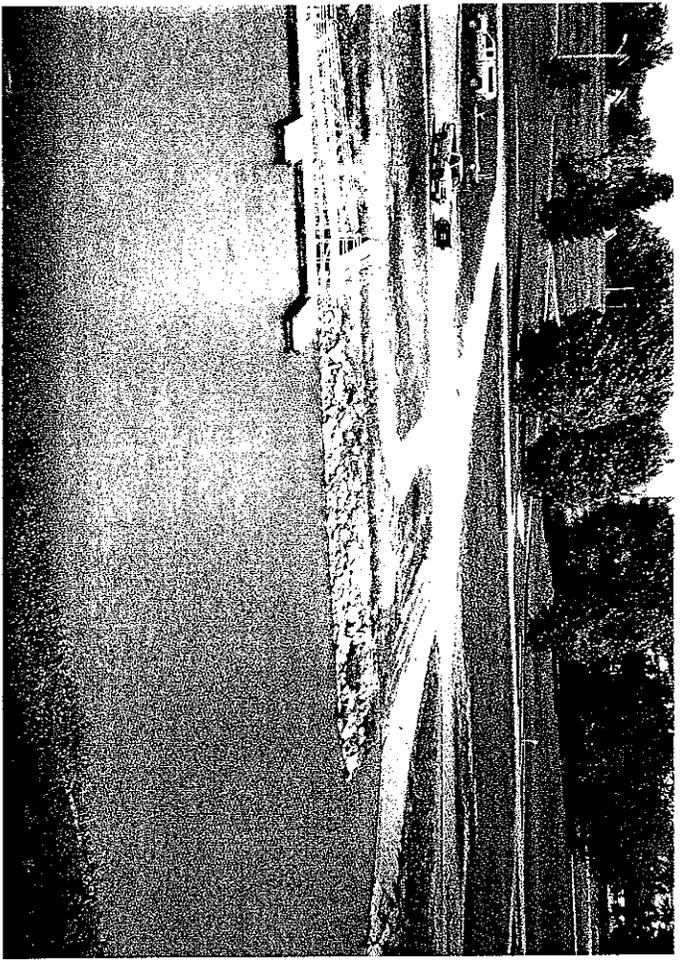
cc: City of East Grand Forks, MN

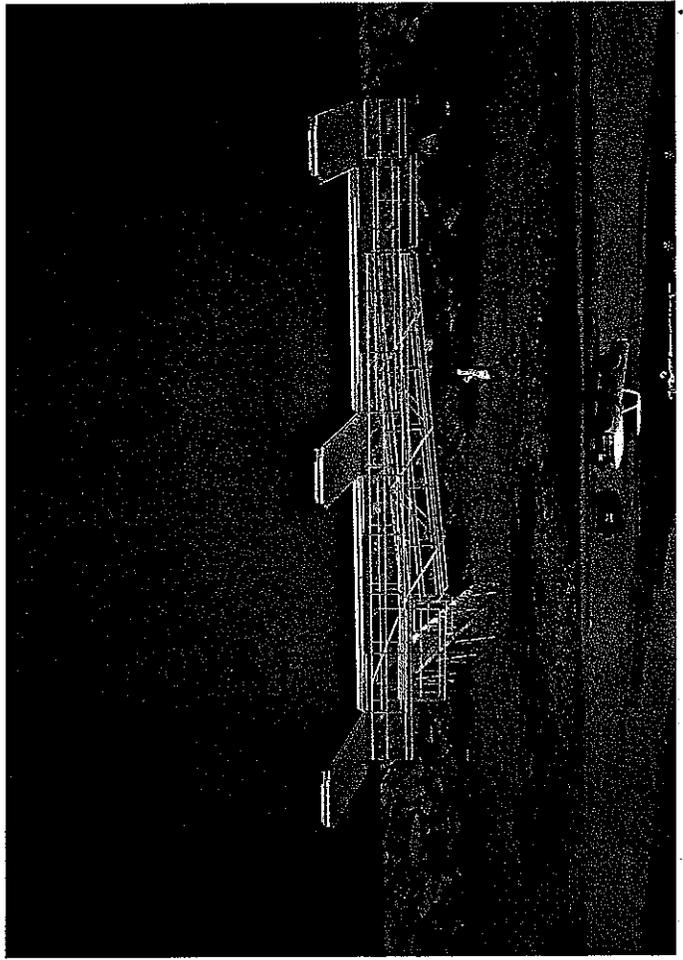
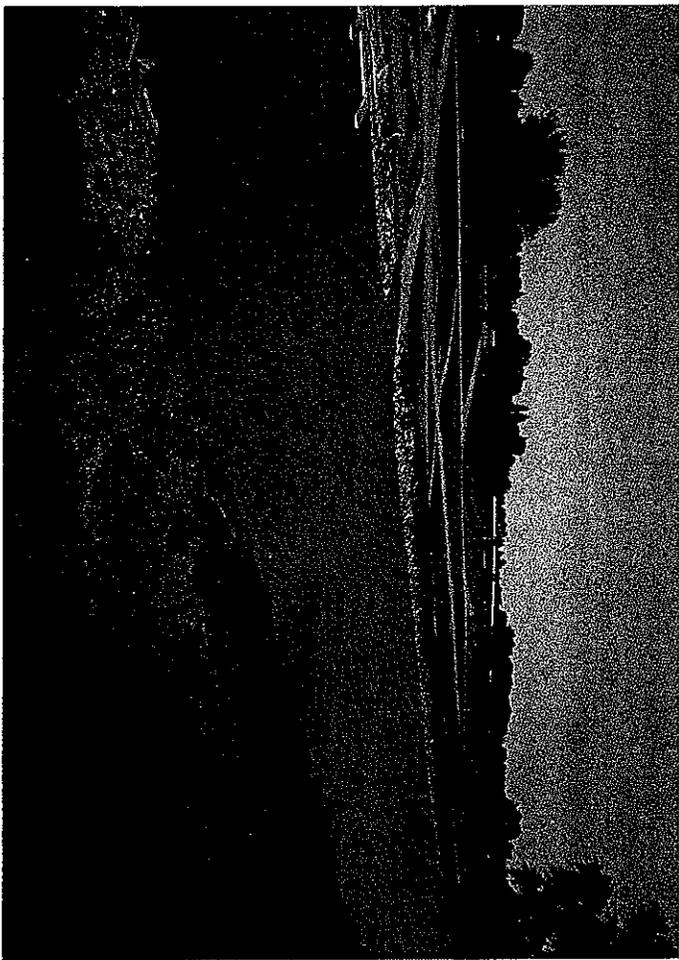


RED LAKE RIVER RAMP









**Officers**

**Chair:** Rick Duquette  
City of Grand Forks  
**Chair-Elect:** Barb Schultz  
Ideal Aeromsmith, Inc.  
**Past Chair:** Jerry Youngberg  
First Realty of GFF  
**Secretary:** Jim Galloway  
JLG Architects  
**Chris Semrau**  
Ralph Engelstad Arena  
**Thane Bergh**  
American Federal Bank  
**Barry Wilfahrt**  
The Chamber - GF/EGF

**Directors**

Pat Berger - United Way of GF/EGF  
Andy Byron - United Valley Bank  
Jim Galloway - JLG Architects  
Kristi Hall-Jiran - CMC  
Kent Hanson - NCTC  
Jeff Jaspersen - Canad Inns  
Curt Kreun - GF City Council  
Sonia Lajmodiere - The Lighting Gallery  
Bryan Lee - Gateway Storage  
Monica Musich - Valley Dairy Stores  
Linda Pierce - Cray Homes & Real Estate  
Jim Richter - EGF EDHA  
Tim Saylor - Altru Health System  
Steve Swanson - AE2S  
Klaus Thiessen - GF Regional EDC

**Sr. Military Advisor to the Board**  
Colonel John Michel - GFAFB

**Staff**

**Barry Wilfahrt**  
President/CEO  
barry@gochamber.org  
**Lisa Swanson**  
Vice President of Operations  
llisas@gochamber.org  
**Jennifer Walsh**  
Membership Relations Director  
jenniferw@gochamber.org  
**Corrina Sachno**  
Program Coordinator  
corrinas@gochamber.org  
**Carla Younce**  
Finance Director  
carlay@gochamber.org  
**Shannon Baker**  
Administrative Assistant

**President's Message**

**Two Lane Boat Ramp at LaFave Landing Proposed**



The CATS Committee and Chamber Board have both sent letters to the MN DNR asking them to consider a two lane boat landing a LaFave Park in East Grand Forks. Chamber member and long time

East Grand Forks Businessman Tom Stennes, Stennes Funeral Home, approached the CATS Committee with the idea last fall. At an initial meeting with MN DNR officials they suggested a letter of support be sent so the process of placing the project on the list of MN DNR projects could start.

The current one lane boat launch is already seeing signs of deterioration with the south concrete falling into the river. The proposed new two lane ramp with a dock down the middle would serve East Grand Forks area residents for many years into the future. It would also alleviate the tremendous congestions at the ramp during the annual CATS Incredible tournament.

Stennes, Chamber President, Wilfahrt and CATS Chairman, Karry Kylo will meet with the East Grand Forks City Council on September 8<sup>th</sup> to ask for the City's support of the project as well.

**Changes To Cats Incredible Lottery Made**

The popularity of the CATS Incredible fishing tournament has never been higher. 186 teams applied to fish in the 2009 tournament. The DNR limit is 150 teams so there were 36 teams on the 2009 waiting list.

For several years now the top finishing 15 teams in the previous year's tournament received automatic births in the next year's tournament and the rest of the applicants went into a lottery. Starting in 2010 teams that did not get into the 2009 tournament will get two chances in the lottery; sort of like the NBA draft system. This will reduce the chance any one team will miss the tournament two years in a row.

**Downtown Parking Assessments Under Review**

With many downtown businesses paying over \$1,000 in downtown parking assessments, and several as high as \$4,000, a group of downtown business owners approached The Chamber to look into the City of Grand Fork's parking assessment policy. The assessments are used to maintain the two downtown municipal parking ramps. In 2009, the cost of maintaining the ramp, minus revenue from the ramp, was \$114,000. Budget estimates put this cost at \$141,000 for 2010, so unless something changes the assessment is going to go up.

A committee of downtown business people have met several times at The Chamber office with Greg Hoover from the Urban Development office to examine cost saving measures, potential other sources of revenue and how the assessment is structured.

*Barry Wilfahrt*

**2010 Chamber Directory Advertising Available**

The Chamber is teaming up with Fine Print of Grand Forks to produce the Chamber Membership Directory locally for 2010. The annual directory highlights living in Grand Forks and East Grand Forks and the great life-style we all enjoy. It also lists all chamber members and their contact information both alphabetically and by category.

According to Chamber President, Barry Wilfahrt, producing and printing the publication without using an outside company is significant because all of the profit from the publication will stay local. Previously, a company from Illinois that made most of the profit has produced the book.

Chamber Membership Director Jennifer Walsh has secured many advertisers, but there is still space available for your business. Contact Jennifer to find out how you can be in the print and online version of the 2010 Community Profile/Membership Directory.

For more information, contact Jen at 772-7271 or jenniferw@gochamber.org.



202 North 3rd Street  
Grand Forks, ND 58203

P.O. Box 315  
East Grand Forks, MN 56721

p: 701-772-7271  
f: 701-772-9238

[www.gochamber.org](http://www.gochamber.org)

September 2, 2009

Wade Miller  
Parks & Trails Area  
246 125<sup>th</sup> Ave NE  
Thief River Falls, MN 56701

Dear Mr. Miller,

The Cats Incredible Fishing Tournament committee members and participants encourage the Minnesota Department of Natural Resources to fund a new two lane boat ramp that would feature a dock separating the two lanes at LaFave Landing on the Red River in East Grand Forks. This landing has seen increasingly strong boat traffic throughout the spring, summer and fall months in recent years as fishing on the Red River has grown in popularity. Anglers from across the Midwest are now making East Grand Forks their vacation destination to experience what is considered the finest trophy channel catfishing in the United States.

During the week of our annual Cats Incredible Fishing tournament, which is usually held in late July, the landing accommodates more than 400 boat launches and over 350 anglers, some from as far away as Florida. The popularity of not only our tournament, but channel catfishing on the Red River at East Grand Forks can be demonstrated by our tournament entries. In 2009, our 150 team tournament filled on the first day of registration with an additional 36 teams on a waiting list. During the tournament, more than 110 official and contestants' boats are launched from the LaFave Landing each day between 4 a.m. and the 7 a.m. start of the tournament. During this time, the ramp becomes very congested and without the help of the Polk County Sheriff's mounted posse would be even more of a safety concern than it now has become. While we realize that our tournament should not be the only determining factor in whether a new ramp is funded, we feel that it should play an important part. We're proud of what our tournament has become. The 2010 Cats Incredible Tournament will mark our 23<sup>rd</sup> annual tournament and it is now considered the finest catfishing tournament in the nation. Our tournament truly showcases not only East Grand Forks and our community spirit, but that of Minnesota. The boat ramp for which we are requesting funding will strengthen our community as well as our state image.

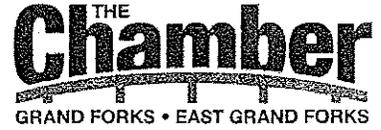
The tournament aside, our fishery is very, very important to East Grand Forks. The fishery definitely has a positive economic impact for our community and thus for Minnesota. The LaFave Landing is especially important for our community because of its high profile location near Cabela's and the high volume of anglers that visit Cabela's on a daily basis. It's now not uncommon to see 10 to 20 boats a day on weekdays and 20 to 40 boats on weekends use the ramp during the open water season now and a new boat ramp will increase visitor use and thus revenue for our community. It will also demonstrate to visitors the commitment of our community to make ourselves a fishing destination and in effect tell visitors "welcome and we hope you return". It is increasingly more common for anglers to spend their vacations fishing on the Red River at East Grand Forks rather than traveling to Canada. License plates from across the Midwest are now commonly visible in the LaFave Landing parking lot and the anglers traveling to East Grand Forks from across the Midwest to experience our trophy fishery stay in our motels, eat in our restaurants, buy gasoline and supplies at our stores or enjoy our nightlife while in town. We want to do whatever we can to make their experience enjoyable and a new LaFave Landing boat ramp can be part of that enjoyable experience.

Please consider our request to put the LaFave Landing ramp on your replacement schedule.

Sincerely,

A handwritten signature in cursive script that reads "Karry Kylo".

Karry Kylo, Chairman  
CATS Incredible Committee  
The Chamber  
Grand Forks/East Grand Forks



202 North 3rd Street  
Grand Forks, ND 58203

P.O. Box 315  
East Grand Forks, MN 56721

p: 701-772-7271  
f: 701-772-9238

[www.gochamber.org](http://www.gochamber.org)

September 2, 2009

Wade Miller  
Parks & Trails Area  
246 125<sup>th</sup> Ave NE  
Thief River Falls, MN 56701

Dear Mr. Miller,

The Chamber of Commerce Board of Directors supports the Catfish Days Committee request for a two-lane boat ramp at LaFave Landing in East Grand Forks. Expansion of this ramp to two lanes would certainly be a huge help to the annual Catfish tournament launch. It would also improve safety during the launch where 110 boats launch in less than 3 hours. That is more than a boat every 2 minutes on a one-lane often slippery boat ramp.

Thanks in advance for your consideration of our request.

Sincerely,

A handwritten signature in cursive script that reads 'Barry Wilfahrt'.

Barry Wilfahrt, President  
The Chamber  
Grand Forks/East Grand Forks

# Request for Council Action

Date: September 1, 2009

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Greg Boppre, P.E.

RE: Change order request for 2008 City Project No. 1 – Wastewater Improvements

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## Background:

The Water and Light Dept. decided they would like to replace the watermain along 1<sup>st</sup> Ave NE, as long as the City had the road excavated for the sanitary sewer project. Also, we looked at the existing storm sewer and upon inspection, four(4) catch basins and two(2) manholes were in extremely bad condition, therefore they were replaced, along with new pipe to the catch basins.

## Recommendation:

Approve the change order request of \$116,352.00(\$102,072.00 of this is a Water & Light cost)

## Enclosures:

Copy of change order No. 3

# Change Order

No. 3

Date of Issuance: August 24, 2009

Effective Date: August 24, 2009

Project: <u>2008 City Project No. 1</u>	Owner: <u>City of East Grand Forks</u>	Owner's Contract No.:
Contract: <u>Wastewater Improvements</u>		Date of Contract: <u>August 19, 2008</u>
Contractor: <u>Wagner Construction</u>		Engineer's Project No.: <u>08CP1</u>
PO Box B, International Falls, MN 56679		

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Replacement of watermain on 1<sup>st</sup> Ave NE from 7<sup>th</sup> to 9<sup>th</sup> Street NE  
Replacement of storm manholes, catch basins and storm sewer Leads on 1<sup>st</sup> Ave NE

Attachments: (List documents supporting change):

See Attached

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  <u>\$ 3,307,285.27</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>August 1, 2009</u> Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :  <u>\$94,209.10</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : Substantial completion (days): <u>0 Days</u> Ready for final payment (days): _____
Contract Price prior to this Change Order:  <u>\$3,401,494.37</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>August 1, 2009</u> Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:  <u>\$116,352.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:  <u>\$3,517,846.37</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>September 15, 2009</u> Ready for final payment (days or date): _____

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>8/25/09</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>8-26-09</u>
Approved by Funding Agency (if applicable): _____	Date: _____	Date: _____

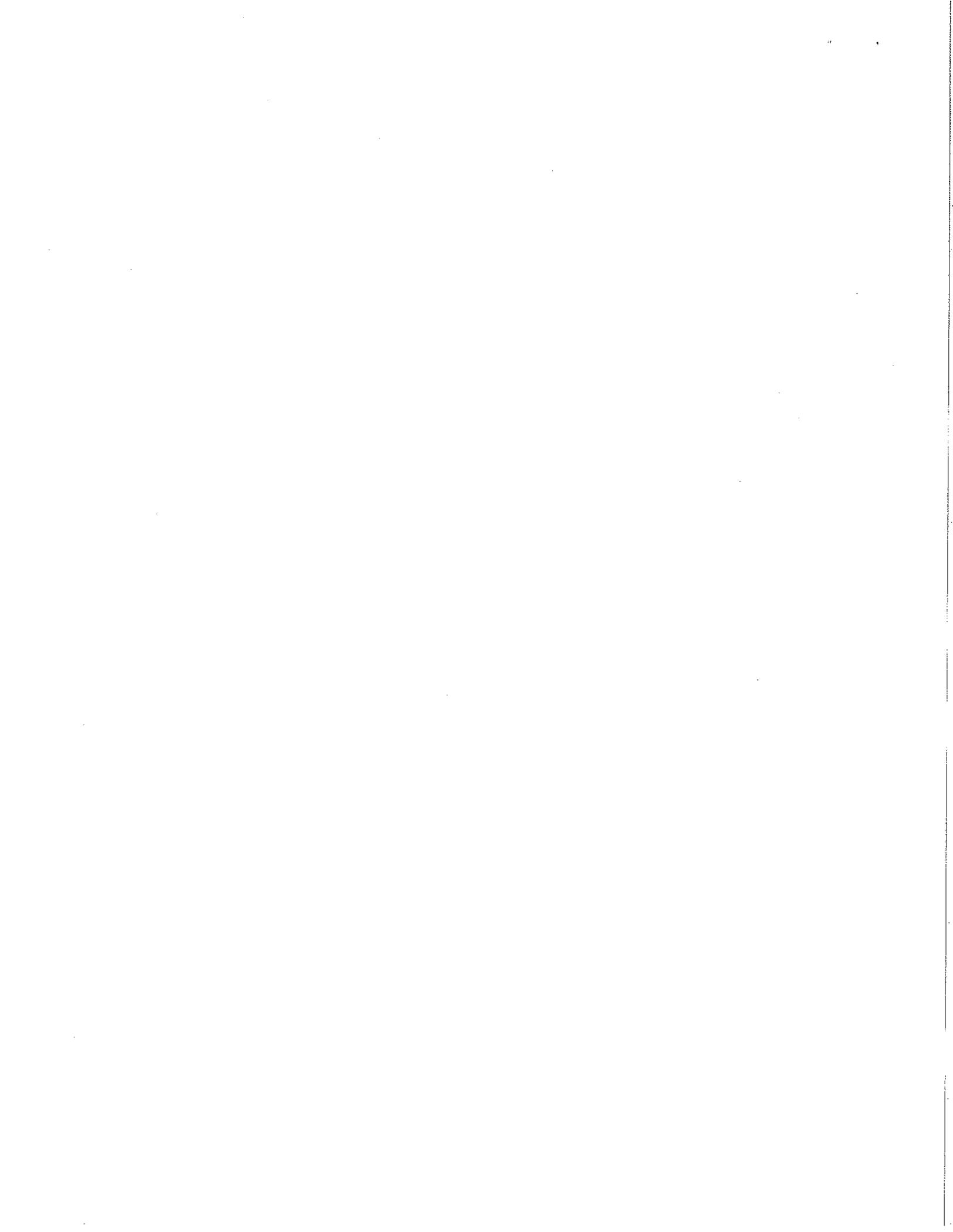
**CHANGE ORDER NO. 3  
2008 CITY PROJECT NO. 1  
WASTEWATER IMPROVEMENTS  
EAST GRAND FORKS**

**WATERMAIN 1ST AVE NE**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Remove Gate Valve and Box	3	EA	\$300.00	\$900.00
Remove Fire Hydrant	3	EA	\$500.00	\$1,500.00
6" PVC Watermain	93	LF	\$31.00	\$2,883.00
8" PVC Watermain	873	LF	\$35.00	\$30,555.00
6" Fire Hydrant	3	EA	\$3,500.00	\$10,500.00
6" Gate Valve and Box	1	EA	\$1,050.00	\$1,050.00
8" Gate Valve and Box	6	EA	\$1,550.00	\$9,300.00
Ductile Iron Fittings	746	LBS	\$4.00	\$2,984.00
Mechanical Joint Restraining Glands	8	EA	\$125.00	\$1,000.00
6" Transition Couplings	3	EA	\$350.00	\$1,050.00
8" x 1" Saddle w/Corporation	28	EA	\$200.00	\$5,600.00
1" Copper	910	LF	\$25.00	\$22,750.00
1" Curb Stop and Box	28	EA	\$250.00	\$7,000.00
Temporary Water	1	LS	\$5,000.00	\$5,000.00
<b>TOTAL</b>				<b>\$102,072.00</b>

**STORM SEWER - 1ST AVE NE**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" RCP Storm Sewer	112	LF	\$40.00	\$4,480.00
48" Manhole	2	EA	\$1,900.00	\$3,800.00
30" Catch Basin	4	EA	\$1,500.00	\$6,000.00
<b>SUBTOTAL</b>				<b>\$14,280.00</b>
<b>TOTAL CHANGE ORDER NO. 3</b>				<b>\$116,352.00</b>



# REQUEST FOR COUNCIL ACTION

Date: September 8, 2009  
 To: East Grand Forks City Council  
 From: Dan Ollhoff, GF-EGF MPO  
 RE: Approval of Sign Replacement Plan

## Background of Request

Beginning in June 2009 the MPO began the creation of a street sign inventory throughout the Greater Grand Forks Metropolitan area. This inventory is to meet recently passed codes for street sign retroreflectivity by the Federal Highway Administration (FHWA) and the Manual on Uniform Traffic Control Devices (MUTCD). Retroreflectivity is the illumination of signs when light is directly shown on them. We need approval from City Council to accept the sign replacement plan and allow the Public Works Dept. to use in the future. MUTCD required dates to be met according to guidelines based on warning, regulatory, guidance and informational signs, which are as follows:

Identified replacement plan	By: January, 2011
Implemented replacement plan	By: January, 2011
Regulatory/Guide (Ground)/Warning signs	By: January, 2018
Street Name/Guide (Overhead) signs	By: January, 2022

Parking regulation signs are not required to be replaced by the MUTCD, however, the MPO suggests that these signs be replaced at some point in the 10 year replacement period. The above dates have been modified because the City of Grand Forks received a stimulus package that was to go towards the placement of new signs and poles throughout of the City. With receiving the funds, the above dates became modified to read as follows:

Identified replacement plan	By: September, 2009
Implemented replacement plan	By: September, 2009
Regulatory/Guide (Ground)/Warning signs	By: January, 2016
Street Name/Guide (Overhead) signs	By: January, 2019

During the month of June, 2009, a database of sign information was created, which designates signs by locations, sign types, pole types and replacement status. This database will be updated through contact between East Grand Forks Public Works and Planning.

Recommendation:

**Approval of the East Grand Forks Sign Replacement Plan**

Request:

Our proposal provides budget estimates for replacement of signs in East Grand Forks of \$9,118 per year until 2016, and \$10,826.67 from 2016 to 2019. With the approval of this budget plan, the City of East Grand Forks will be able to budget for signs to meet all FHWA and MUTCD retroreflectivity requirements. Again, it is suggested that East Grand Forks Public Works consider the replacement of parking signs throughout the city. The replacement of these signs holds a budget of \$1,708 per year for 12 years.

Once the replacements have been made and requirements have been met, the plan suggests that the city use a 12 year replacement cycle period. Reasons for this cycle, is because street signs typically hold a 12 year warranty on each sign. Also, this will allow for the city to account for a typical replacement budget per year.

A suggested replacement plan would also be to replace signs according to quadrant. In using a plan such as this, a 12 year cycle could be broken down into replacement by area. Replacement by area alleviates public works of the decision of which signs are needed to be replaced by a certain time. We ask that you approve the budget plan for the replacement of these signs.

Supporting Documentation and Comments:

The following supporting documents are attached:

1. Map depicting East Grand Forks Quadrants
2. Signs per Quadrant Listing
3. East Grand Forks Replacement Budget
4. Full inventory report available upon request.

East Grand Forks				
Quadrant	# of Signs	# to Replace by 2016	# to Replace by 2019	# Parking Signs
1	370	186	86	89
2	455	260	101	94
3	264	170	94	0
Total:	1089	616	290	183

East Grand Forks						
Sign Type	Number Signs	Replaced	Replaced*	Replaced	Number to Replace by 2016	
Stop	258		91	91	167	\$17,209.35
Yield	24		12	12	12	\$1,020
Turn & Curve	1			1	0	\$46
Turn & Curve	24		3	3	21	\$1,785
Reverse Turn	1			0	1	\$85
Reverse Curve	1			0	1	\$85
Large Arrow	5			0	5	\$230
Large Arrow	2			0	2	\$92
Iron Arrow	6		4	4	2	\$78
Cross Road	5			0	5	\$425
Intersection	6		2	2	4	\$340
Stop Ahead	10		2	2	8	\$680
Yield Ahead	1		1	1	0	\$340
Merge	6		2	2	4	\$340
Highway Begins	5		1	1	4	\$340
One Way Traffic	6		1	1	5	\$425
Right Turn Warning	10		4	4	6	\$510
Advanced	3		3	3	0	\$0
Front Crossing	1			0	1	\$85
Double Arrow	4		1	1	3	\$195
Left Turning Arrow	1		1	1	0	\$0
Right Turning Arrow	1			0	1	\$35
Replacing:						\$24,345.35
Total:	381		129	129	252	616

## EAST GRAND FORKS

Signs - 2016 - Bold Symbol <sup>1</sup>	381
Cost of Bold Replacing	\$24,345

Cost of Bold Replacing	\$24,345
Budget Per Year	\$3,477.86

Signs - 2016 - Fine Symbol	235
Total Amount to Replace	1410

Amount to Replace	1410
Total Cost to Replace	\$39,480

2016 Cost for Replacement	\$39,480
Budget Per Year	\$5,640

Bold Symbol Budget	\$3,477.86
Fine Symbol Budget	\$5,640
Total Combined Budget	\$9,118

Signs - 2019 <sup>2</sup>	290
Total Amount Replacing <sup>3</sup>	1,160

Amount to Replace	1,160
Total Cost - 2019	\$32,480

2019 Cost for Replacement	\$32,480
Budget Per Year <sup>o</sup>	\$10,826.67

### Optional Replacement Costs

Parking Restriction Signs	183
Total Amount Replacing <sup>3</sup>	732

Amount to Replace	732
Total Cost - Parking Signs	\$20,496

Total Cost - Parking	\$20,496
Budget Per Year*	\$1,708

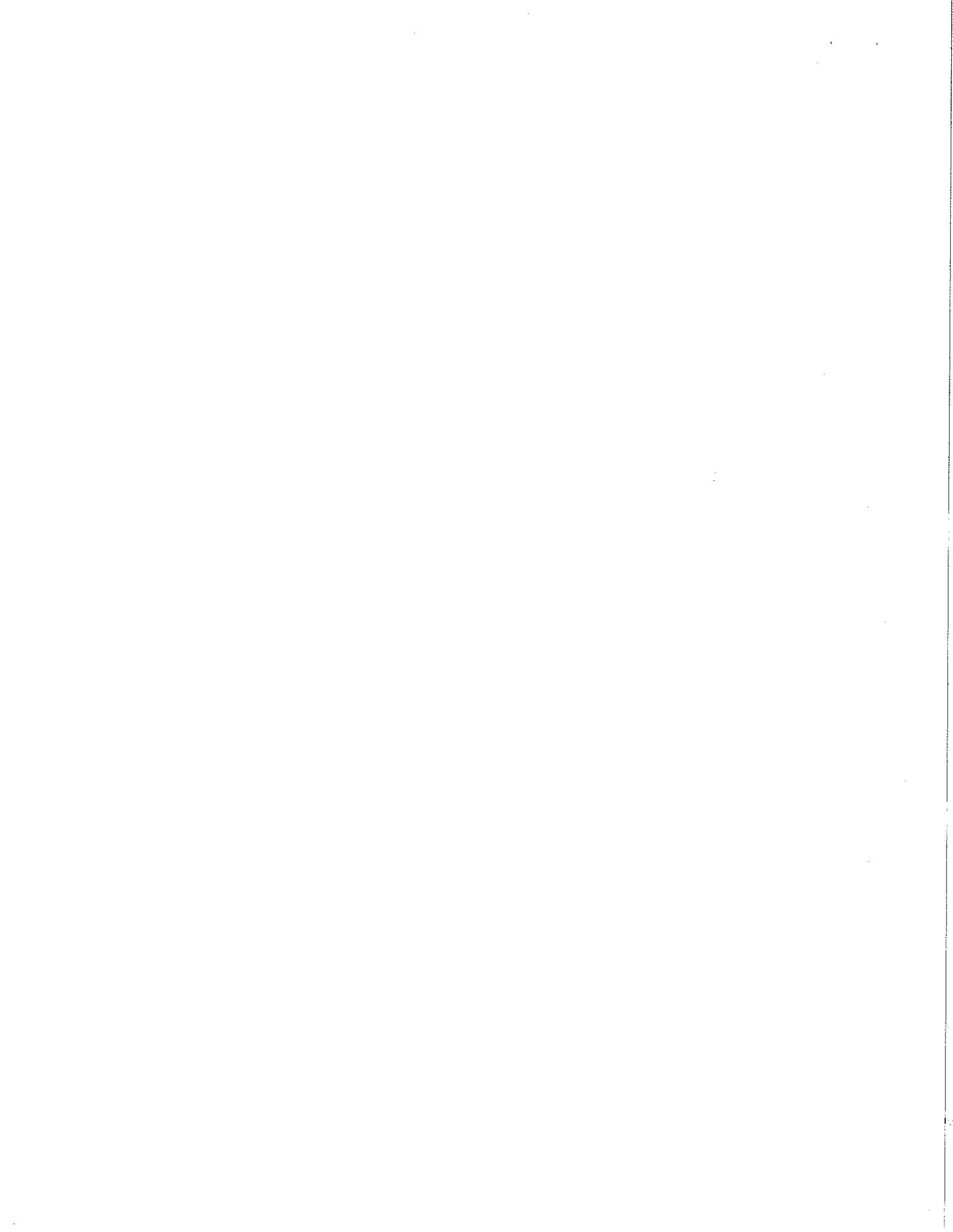
<sup>1</sup> - Assuming 6 ft<sup>2</sup> Signs

<sup>2</sup> - Number Without Parking Signs

<sup>3</sup> - Assuming 4 ft<sup>2</sup> Signs

<sup>o</sup> - 3 Year Budget Period

\* - Suggested 12 Year Budget



**EAST GRAND FORKS  
CIVIC RECREATION CENTER AND VFW MEMORIAL ARENA  
LEASE AGREEMENT**

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2009, by and between the City of East Grand Forks, Minnesota, a municipal corporation (hereinafter referred to as "Lessor"), and Independent School District No. 595, East Grand Forks, Minnesota (hereinafter referred to as "Lessee").

**WHEREAS**, Lessor is the owner of the certain buildings and grounds commonly known as the East Grand Forks Civic Recreation Center and VFW Memorial Arena which have facilities for making artificial ice, together with ice maintenance equipment, locker rooms, and other facilities commonly used in the sport of hockey; said facilities and space being amendable for many other school activities, such as but not limited to, physical education classes, soccer, dances, graduation exercises, and other activities; and

**WHEREAS**, Lessee desires to enter into a Lease Agreement with Lessor, wherein and whereby Lessee shall have the right to use said Civic Recreation Center and VFW Memorial Arena during the school year of the fall of 2009, for school activities, at such times and for such rental payments and terms and conditions as hereinafter set forth;

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereto do now hereby agree as follows, to-wit:

That the Lessor shall lease the said Civic Recreation Center and VFW Memorial Arena to Lessee for the 2009-2010 school year, the school year normally being considered as being from August 15<sup>th</sup> to June 15 of the following year, for the consideration of \$93,500.00;

**IT IS HEREBY FURTHER AGREED** by and between the parties hereto as follows, to-wit:

**I. Lessor shall:**

A. During the school year period as defined above, permit the Lessee to schedule its School activities in the Civic Recreation Center and VFW Memorial Arena, said scheduling being subject to the following conditions.

1. Lessee shall have first priority in scheduling the boys and girls varsity hockey games. Junior varsity for boys are included in the above priority position when preliminary to the varsity games. When junior varsity games are not preliminary games, scheduling of the same shall be scheduled at the convenience of the parties hereto.

2. Lessee hockey team practice for all teams shall not exceed four and one-half (4 ½) hours on any one day, with such practice terminating no later than 7:00 p.m. or as agreed.
  3. In addition to scheduling hockey games and practices, as hereinbefore provided, the Lessee may schedule, subject to the approval and advice of the Lessor's Superintendent of Parks and Recreation, any and/or all of the following activities of the Lessee, to-wit: graduation ceremonies, physical education classes, dances, and such other school activities as may be conveniently scheduled.
- B. Lessor shall provide all maintenance for the building, machinery and ancillary facilities, together with heat and utilities.
  - C. Lessor shall have sole control over the sale of merchandise, advertising and concession stands providing food and refreshments for the participants and spectators.

II. **Lessee shall:**

- A. Pay the rents as hereinbefore set forth. The first half of the payment is due and payable no later than January 15, 2010. The remaining balance shall be payable no later than April 15, 2010.
- B. Provide and pay the cost of all security personnel necessary for policing activities conducted by the Lessee, and shall be solely responsible for the supervision and control of the participants and spectators at any event under Lessee's sponsorship.
- C. Provide all first aid equipment and personnel to provide on site medical assistance to include but not limited to the participants, spectators and volunteers at any event under the Lessee's sponsorship.
- D. Be solely responsible for the supervision and control of its volunteers and it is strongly recommended by the Lessor that if said volunteers are working directly with children that background checks be performed in accordance with "The Minnesota Child Protection Act (MN Stat. 299C)". Any volunteers provided by the Lessee are not "City Volunteers" and are acting on behalf of the Lessee and **ARE NOT** acting on behalf of the Lessor.

- E. At its discretion provide medical and accident coverage for injuries to participants involved in any event under the Lessee's sponsorship. Further, the Lessee shall provide liability insurance to cover any injuries to third parties as a result of the actions of the employees, volunteers, participants and/or the Lessee's agents and representatives at any event under the Lessee's sponsorship.
- F. Not allow discrimination of any kind, no person or organization at any Lessee sponsored event shall in any way be favored or discriminated against because of race, color creed, age, religion, marital status, sex, political opinion or affiliation, disability, sexual orientation, or welfare assistance status.
- G. Be responsible for maintaining the Green Wave locker room for boys and girls.
- H. That Lessee does hereby agree to defend, save, hold harmless, and indemnify the Lessor from and against all liability, damage loss, claims, dements and actions of any nature whatsoever which arise out of or are connected with, or are claims to arise out of or be connected with the use of the Civic Recreation Center and VFW Memorial Arena or any other Recreational facility owned by the Lessor and used by the Lessee as set forth in the Agreement or otherwise.

III. **Fire and Property Insurance.**

- A. Lessor shall secure and pay for insurance coverage upon the Premises for fire, windstorm, and the risks covered by extended coverage; Lessee shall secure and pay for such insurance coverage upon its own property, furniture, fixtures, inventory or other risks as it, in its discretion, shall determine.
- B. Lessee shall not permit any operation to be conducted on the premises that would cause suspension or cancellation or a premium increase of any insurance coverage secured by Lessor.
- C. Any insurance secured by Lessor covering the perils of fire, windstorm, and extended coverage, and insuring the Premises against loss or damage shall be for the sole benefit of Lessor and the policy shall be under its sole control.

**IV. Waiver of Subrogation.**

Each party hereto waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this Lease or any renewal or extensions thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of the Premises leased to Lessee hereunder, which loss or damage is covered by valid and collectable fire, windstorm, tornado or extended coverage insurance policies, to, and only to, the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waivers or release contained in this Lease with respect to loss of, or damage to, property of the parties hereto. Because the above mutual waivers preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person) each party hereto agrees immediately to give to the insurance company which has issued its policies of fire, tornado, windstorm or extended coverage insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

**V. Destruction or condemnation of premises.**

If the Premises are partially destroyed in a manner that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction Lessor shall repair the Premises and lease payments shall

abate during the period of the repair. However, if the damage is not repairable within sixty days, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

**VI. Government Data Practices Act.**

Numerous types of data are categorized as private, non-public, or confidential under the Minnesota Government Data Practices Act. In many circumstances, data may not be disclosed except with authorization of the subject of the data or pursuant to court order. To ensure that the Data Practices Act is not violated, the parties to this lease agreement are strictly prohibited from disclosing to a third party, any personnel data, data relating to pending civil legal actions, or any other data that might be classified as private, non-public, or confidential without the Lessor's express authorization.

**VII. Assignment, Amendments, Waiver, and Contract Complete.**

- A. Assignment. The Lessee may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the Lessor and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- B. Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- C. Waiver. If the Lessor fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- D. Contract Complete. This agreement contains all negotiations and agreements between the Lessor and the Lessee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands the day and year first above written.

**INDEPENDENT SCHOOL DISTRICT NO. 595**

By:

\_\_\_\_\_  
School Board Chair

By:

\_\_\_\_\_  
School Board Clerk

**CITY OF EAST GRAND FORKS, MINNESOTA**

By:

\_\_\_\_\_  
Lynn Stauss, Mayor

By:

\_\_\_\_\_  
Scott Huizenga, Administrator/Clerk-Treasurer

# Request for Council Action

Date: 9/3/09

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: John Wachter

RE: Winter Equipment Lease

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Background and supporting documentation of request: The Public Works Department leases a motor grader for snow removal each year.

I received quotes from both Butler Equipment and Ziegler Cat for one 143H motor grader with snow wing.

Butler (Grand Forks) - \$2025 monthly plus \$60 per hour and freight. Three year lease with 2.5% increase each following year.

Ziegler (Crookston) - \$4465 (includes 100 hours) plus \$50 overtime and freight (bid 143h Model)

Recommendation: Approve lease agreement with Ziegler .

