

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, OCTOBER 28, 2014 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Request for Cell Tower Location – Nancy Ellis**
- 2. Parcel 40.00149.00 Discussion – Nancy Ellis**
- 3. Review of Extension to Township Fire Contracts – David Murphy**
- 4. Request for Kitchen Repairs at Fire Station No. 1 – Gary Larson**
- 5. Request to Repair Windows at Blue Line Arena – Dave Aker**
- 6. Street Improvements – Jason Stordahl**
- 7. Request for Motor Grader Rental – Jason Stordahl**
- 8. Request to Declare Surplus Property – Jason Stordahl**
- 9. Discussion on Spring & Fall Cleanup – Jason Stordahl**

ADJOURN:

Upcoming Meetings

Regular Council Meeting – November 4, 2014 – 5:00 PM – Council Chambers
Special Meetings and Work Session – November 10, 2014 – 4:00 PM – Training Room
Regular Council Meeting – November 18, 2014 – 5:00 PM – Council Chambers
Work Session – November 25, 2014 – 5:00 PM – Training Room

Request for Council Action

Date: October 28, 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, Dale Helms and Chad Grassel

Cc: File

From: Nancy Ellis, City Planner

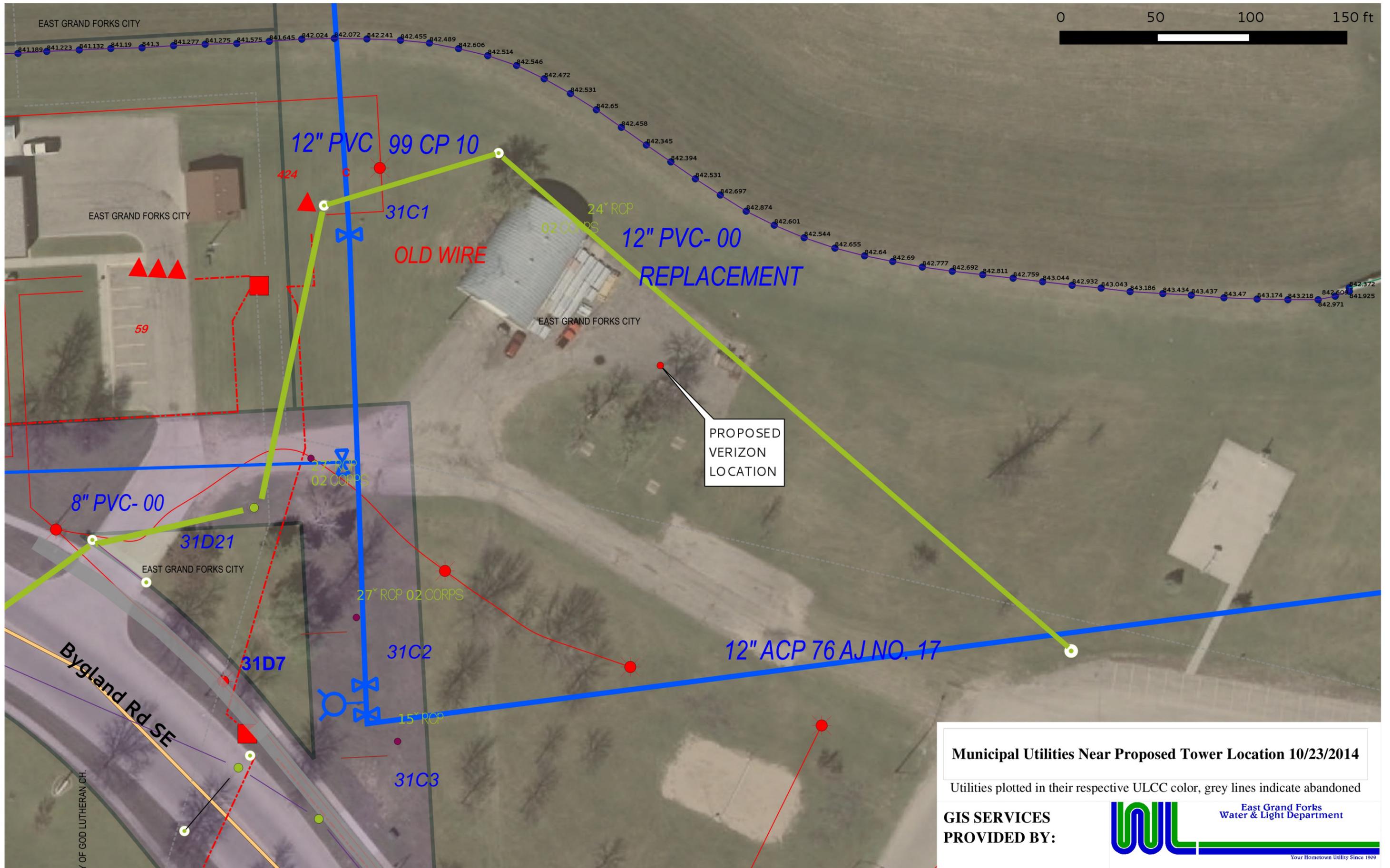
RE: Verizon Wireless cell tower proposal on city property

GENERAL INFORMATION

We have received a request from Verizon Wireless looking to construct a monopole cell tower and equipment shelter on City property around near the VFW arena (or other city properties on the south end). I am including a sketch plan of the location and will have the GIS available to see the aerial photo. They are looking at a location to place a tower on the south end and are approaching the City to see if we are interested in leasing land to them. This is in the planning phase only, no permits are requested at this time. THIS IS THE SECOND PROPOSAL BASED ON YOUR INPUT.

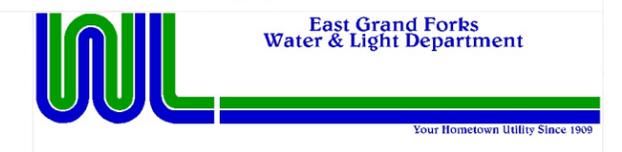
Verizon is proposing to erect a 65' stealth monopole tower with an 11.5' X 29.5' equipment shelter. This facility would fill a void in wireless services caused by a lack of capacity to handle the increasing data usage of Verizon customers. The facility must be set back 200' from the nearest adjacent property. The tower has been designed to blend into the surrounding area like a flag pole.

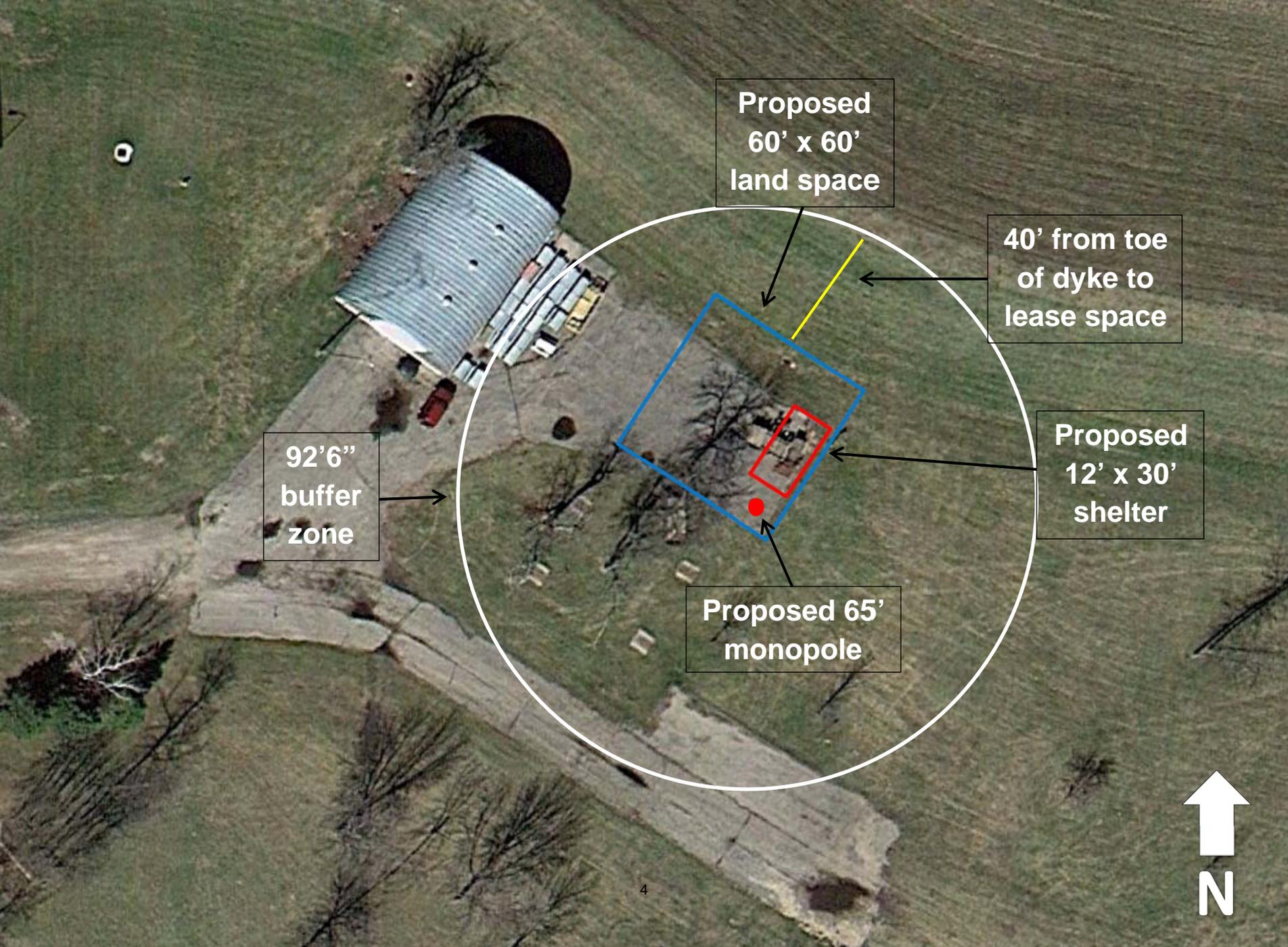
If you decide to move forward with leasing to Verizon, a number of steps will need to occur. Verizon staff will need to obtain an Engineering locate, prepare engineered drawings, obtain clearance from the FAA and FCC and prepare documents to meet our cell tower permit requirements. As well, lease paperwork and lease payment negotiations must begin. As well, a Special Use Permit would be required to construct a tower if we find a location to lease to Verizon.



Municipal Utilities Near Proposed Tower Location 10/23/2014
 Utilities plotted in their respective ULCC color, grey lines indicate abandoned

**GIS SERVICES
 PROVIDED BY:**





Proposed
60' x 60'
land space

40' from toe
of dyke to
lease space

Proposed
12' x 30'
shelter

Proposed 65'
monopole

92'6"
buffer
zone



Proposed
60' x 60'
land space



40' from toe
of dyke to
lease space

5th Ave SE

Bygland Rd SE

Park Service Rd

5



Request for Board Consideration

Date: October 28, 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 – East Grand Forks City Administrator

RE: Rural Fire Service Contract Extension.

Background

The Rural Fire Service Area Townships of Bygland, Grand Forks, Huntsville, Keystone, Nesbit, Rhinehart and Sullivan have given us a proposed Extension to the **Agreement For Fire Services**. The extension agreement as proposed runs for five years starting on **April 1, 2015**. Representatives from the Townships will be there to answer any questions the Council may have and to give their reasoning for the provisions in the extension.

Recommendation.

The contract extension is not scheduled to take effect until April 1, 2015 so the Council has some time before a decision needs to be made. I recommend that the Council listen to the Townships regarding the extension and reasoning for the rate of increase proposed.

There are two terms in the extension that Council should discuss and research prior to approval. They are:

The requirement that the City will not charge the township or its residents for service calls during the period.

The requirement that the City implement a \$5 utility assessment on City Residents and continue to do so throughout the term.

I am not opposed to these conditions, however I would like some discussion between staff and Council whether these are definite terms of the agreement or should be allowed to be amended through mutual agreement of the two parties.

C:\Users\vmnelson\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\KQ64YLFA\October 28th Rural Fire Contract.docx

Original Agreement

AGREEMENT FOR FIRE SERVICES

THIS AGREEMENT FOR FIRE SERVICES is made and entered into this 17th day of March, 2009, by and between the City of East Grand Forks, a Municipal Corporation, of Polk County, Minnesota, (hereafter referred to as "City"), and the following Townships, all located in Polk County, Minnesota: Bygland, Grand Forks, Huntsville, Keystone, Nesbit, Rhinehart and Sullivan, (hereafter referred to as "Townships").

RECITALS

- A. **WHEREAS**, the City has labor, facilities and equipment necessary to provide fire protection services for its own municipality and to the neighboring municipalities.
- B. **WHEREAS**, the City is willing and able to provide fire protection services to the Townships.
- C. **WHEREAS**, the Townships desire to enter into this Agreement to obtain fire protection services from the City.
- D. **WHEREAS**, the City and the Townships have entered into this agreement to define and identify the terms and conditions for the provision of fire protection services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sum of One Dollar (1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Provision of Services:

- a. The City will endeavor to protect and save lives and property from destruction by fire in the following Townships: Bygland, Grand Forks, Huntsville, Keystone, Nesbit, Rhinehart and Sullivan, by furnishing suppression, prevention and investigation services to the Townships to the same extent that it does within the City of East Grand Forks.
- b. The City will also furnish labor and equipment to perform rescue operations on land and water, and provide limited medical treatment of injuries until advanced life support with transportation is available at the scene to remove the patient to a medical facility.
- c. The City will not furnish labor or equipment for any activity or service determined by the Fire Chief of the City to be of high risk to safety or health of the participants.

2. Service Area: The City will furnish all services to all properties within the limits of the Townships. The Townships shall provide a Capitalized Service Area Map to the City. The map shall be updated at least annually by the Townships in order to provide the most recent property descriptions to enable the City to locate and determine the best routes to all locations within the Townships.

3. Obligations of City: The City will make reasonable efforts to respond to all service calls from the Service Area, whenever notified, subject to the following conditions and limitations:
 - a. The City will not be required to furnish any services unless the road and weather conditions are such that any response to a service call can be made with reasonable safety to the personnel and equipment. The judgment of the Fire Chief, or other officer in charge, at the time of the service call that a response cannot be made with reasonable safety to the personnel and equipment shall be final and conclusive.
 - b. In the event all of the City's equipment is being used at the time that a service call is received, or is otherwise needed for local service, or in the event the City has received a prior contract call, or received simultaneous contract calls, the Fire Chief or other Officer in charge at the time of the service call, shall have complete discretion in deciding how to respond to the service call(s), including the order of response.
 - c. Monthly fire service reports shall be provided to the City Administrator and the Townships denoting the number of calls for the previous month and the hours spent in suppression, prevention, and investigative activities. A monthly rescue/medical report denoting the number and types of calls shall also be provided to the City Administrator and to the Townships.
 - d. Personnel assigned to provide services within the Service Area shall be employees of the City. The City shall assume all obligations with regard to compensation and benefits including worker's compensation insurance, withholding tax, and other agreed upon benefits which may exist. The Townships shall not be required to furnish any of the foregoing fringe benefits or assume any other liability of employment to any employee or other person assigned to duty within the Service Area.
 - e. The fire suppression, prevention and investigative services rendered to the Townships shall be under the sole discretion of the City. The degree of services rendered, the standards of performance, the hiring, firing and discipline of the personnel assigned, and other matters relating to the regulations and policies, shall remain in the sole control of the City.
 - f. The City agrees to house and maintain in all respects such fire apparatus and to carry such liability, property damage and workman's compensation insurance as is necessary to be carried on such fire apparatus and the personnel operating the same.
4. Indemnification:
 - a. The Townships will indemnify and hold the City harmless from and against all claims or causes of action resulting from any action by the City under this Agreement. The City shall not be liable in any way to the Townships for loss or

damage of any kind resulting from the failure of the City to respond to a service call whether such loss or damage is caused by the negligence of the officers, agents, or employees of the City, its fire department or other department.

- b. The City shall not be liable in any way to any inhabitant or property owner within the Service Area, or to any person, firm or corporation for failure of the City to attend a fire, or to put out a fire, or for damage to goods, or for any inspection, or for any act or omission. The City shall make no claims against the Townships on account of damage to the property of the City while providing service within the Service Area. The City shall carry liability insurance protecting itself against damage claims of its personnel for personal injuries sustained while in service within the Service Area, and to further carry liability insurance saving both parties harmless so far as negligent acts of the employees of the City are concerned.
5. Command Responsibility: The Fire Chief or Incident Command Officer shall have the sole and exclusive right and responsibility to prescribe the manner and method of responding to calls and rendering the services contemplated. Said individual immediately upon arriving at the scene of any fire, rescue or medical call shall have the sole and exclusive responsibility and or scenes, including the direction of police officers at the scene with respect to traffic control, protection of citizens and other incidents of the emergency. If, in the opinion of the commanding officer, additional equipment is needed from other jurisdictions or private businesses to reduce the emergency, then the Fire Chief or Incident Command Officer shall have authority to obtain the needed equipment.
6. Township Payments:
- a. The Townships agree to pay the City annual payments on April 1st each year as follows:
 - i. April 1, 2010: 34,775
 - ii. April 1, 2011: 35,819
 - iii. April 1, 2012: 36,893
 - iv. April 1, 2013: 38,000
 - v. April 1, 2014: 39,140
 - b. The City shall apply for, obtain, process and spend all fire aid available from the State of Minnesota, (currently equal to 2%) in accordance with all applicable laws, rules and regulations during the term of this agreement.
 - c. In the event of a fire in the Recipient Townships, the City shall be authorized to bill a township resident who receives fire protection services a reasonable sum for the services provided, up to a maximum amount of \$2,500.00 per fire. In the event that the City does not receive payment within 60 days after billing the Township resident, the Township in which the resident lives shall pay the City the amount owed and the City shall assign its claim for services to the Township.
7. Lease of Equipment: All capital equipment and personal property and all other property identified in the records of the City of East Grand Forks and the respective Townships are

deemed to be their own respective assets. (See attached Exhibit "A"). Possession and control of the assets owned by Townships are hereby leased to the City for the duration of this Agreement.

- a. It is understood and agreed between the parties to this Agreement the Townships may upgrade the equipment leased to the City under this Agreement at any time during the term of this Agreement. The City shall be responsible for all upkeep, maintenance and repairs on all equipment leased under this Agreement, including any upgraded equipment, during the term of this Agreement. Notwithstanding the foregoing, all annual maintenance costs in excess of \$500.00 on Township fire equipment and apparatus will be divided equally between the City and the Townships. All in-house labor provided by the City will not be charged to the Townships.
 - b. It is understood and agreed between the parties to this Agreement the City may use personal property and capital equipment leased from the Townships to provide fire protection services to the City of East Grand Forks, Minnesota. The City agrees it will use the equipment leased from the Townships as secondary, backup equipment, in the event the City's equipment is insufficient or inoperable for the purpose of providing fire protection services to the City of East Grand Forks, Minnesota.
 - c. Nothing in this Agreement is to be interpreted as modifying the rights of each individual Township or the City regarding their respective specific assets. However, should any Township decide to withdraw from the fire service area prior to the termination of this Agreement, the withdrawing Township will relinquish its rights to possession, control and use of the personal property and capital equipment to the remaining Townships for the duration of this Agreement. It is understood and agreed the Townships' personal property and capital equipment will remain in the possession of the City for the duration of this Agreement.
 - d. Once this Agreement is terminated, all assets, capital equipment and personal property owned or purchased by the Townships will be returned to the Townships in workable condition, reasonable wear and tear excepted. Furthermore, all capital equipment and personal property purchased by the Townships, under this Agreement, in whole or in part, are expressly agreed to be assets of the Townships pursuant to the provisions of this Paragraph 7.
 - e. The parties agree to cooperate in the execution of additional legal instruments necessary to promptly carry out the intent of this Paragraph 7.
8. Term of Agreement: The term of this Agreement shall be five (5) years, commencing on April 1, 2010 and expiring May 1, 2015.
9. Notifications: Legal notifications or fee statements required to be given to the parties of this contract shall be made in writing to the following officials at the stated locations:

City: City Administrator
600 DeMers Avenue
East Grand Forks, MN 56721

Townships: Clerk of the Respective Townships

10. Severability: Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provisions of this Agreement.
11. Entire Agreement: This Agreement, with its attachments, contains the entire agreement between the parties herein. There have been no oral or other agreements between the parties pertaining to the subject matter of this Agreement. There are no agreements, warranties, or representations, express or implied, except those expressly set forth herein.
12. Modification: No alteration, modification or deviation from the terms and conditions of this Agreement shall be effective unless such alteration, modification or deviation is in writing and signed by all parties.
13. Assignment: Neither party may assign its interest or rights hereunder without the prior, express written consent of the other parties.
14. Venue: Any and all disputes arising out of this Agreement shall be governed by the laws of the State of Minnesota and venued in District Court in Polk County, Minnesota.
15. Time is of the Essence: The time within which any act or condition is to be done or completed may only be extended by written agreement between the parties.
16. Cooperation: Each of the parties hereto agrees that they will, at the request of the other, execute and deliver any and all instruments reasonably necessary to carry into effect the terms and conditions of this Agreement.

AMENDMENT TO THE AGREEMENT FOR FIRE SERVICES

THIS AMENDMENT IS MADE TO THE ORIGINAL AGREEMENT FOR FIRE SERVICES dated March 17, 2009. It is made and entered into this 7th day of September, 2010, by and between the City of East Grand Forks, a Municipal Corporation, of Polk County, Minnesota, (hereafter referred to as “City”), and the following Townships, all located in Polk County, Minnesota: Bygland, Grand Forks, Huntsville, Keystone, Nesbit, Rhinehart and Sullivan, (hereafter referred to as “Townships”).

Background: The City has experienced a decrease in revenue as a result of loss of Local Government Aid from the State of Minnesota. It wishes to continue to provide fire and rescue services and seeks to increase revenue dedicated to the City’s Fire Department. The Townships are willing to increase their share of dedicated Fire Department revenue specifically with the understanding that fire and first responder rescue services will continue at levels provided by the City at the onset of the original Agreement.

Based on the foregoing, the undersigned parties hereby agree to amend the Agreement dated March 17, 2009, as follows:

Township Payments/Conditions:

1. Section 6 of the Agreement is deleted and a new Section 6 is added to read as follows:

a. The Townships agree to pay the City annual payments on April 1st each year as follows:

<u>Original Amounts</u>	<u>Amended Amounts</u>
i. April 1, 2010: 34,775	No Change
ii. April 1, 2011: 35,819	April 1, 2011: 45,819
iii. April 1, 2012: 36,893	April 1, 2012: 46,893
iv. April 1, 2013: 38,000	April 1, 2013: 48,000
v. April 1, 2014: 39,140	April 1, 2014: 49,140

b. The City shall apply for, obtain, process and spend all fire aid available from the State of Minnesota, (currently equal to 2%) in accordance with all applicable laws, rules and regulations during the term of this Agreement.

c. The City will not charge the Townships or their residents for fire or first responder services and response calls during the term of this Agreement.

d. The City will not seek or obtain any other type of revenue increase from the Townships or Township residents, whether direct or indirect, resulting from taxing authorities or other means of revenue enhancement during the term of this Agreement.

e. The above increase in payments by the Townships is conditioned upon:

- The City implementing a monthly utility assessment of \$5.00 on its residents beginning January 1, 2011, and continuing during the term of this Agreement. This revenue would be ear marked and used as a “rescue unit fee.”
- The City providing the same level of service to the Townships in fire, rescue and first responder services that existed at the beginning of this Agreement in March 2009.

Proposed Extension

EXTENSION TO THE AGREEMENT FOR FIRE SERVICES

This agreement (“Extension”) is made between the City of East Grand Forks, a Municipal Corporation, of Polk County, Minnesota, (hereafter referred to as “City”), and the following Townships, all located in Polk County, Minnesota: Bygland, Grand Forks, Huntsville, Keystone, Nesbit, Rhinehart and Sullivan, (hereafter referred to as “Townships”). This Extension is effective April 1, 2015.

Background: The City and Townships have had a cooperative agreement for fire and rescue services for many years. Most recently the parties entered into an agreement dated March 17, 2009, (the “Agreement”) and amended on September 7, 2010, (together referred to as the “Original Agreements”). The parties now intend to extend the termination date of the Original Agreements and to modify the annual payments by the Townships. In all other regards the parties intend the Original Agreements to remain effective and unchanged.

Based on the foregoing, the undersigned parties hereby agree to amend the Original Agreements, effective April 1, 2015, as follows:

Township Payments/Conditions:

1. Section 6 of the Agreement is deleted and a new Section 6 is added to read as follows:

a. The Townships agree to pay the City annual payments on April 1st each year as follows:

	<u>Date</u>	<u>Amounts</u>
i.	April 1, 2015:	\$50,122
ii.	April 1, 2016:	51,124
iii.	April 1, 2017:	52,146
iv.	April 1, 2018:	53,188
v.	April 1, 2019:	54,251

b. The City shall apply for, obtain, process and spend all fire aid available from the State of Minnesota, (currently equal to 2%) in accordance with all applicable laws, rules and regulations during the term of this Agreement.

c. The City will not charge the Townships or their residents for fire or first responder services and response calls during the term of this Agreement.

d. The City will not seek or obtain any other type of revenue increase from the Townships or Township residents, whether direct or indirect, resulting from taxing authorities or other means of revenue enhancement during the term of this Agreement.

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- The City implementing a monthly utility assessment of \$5.00 on its residents beginning January 1, 2011, and continuing during the term of this Agreement. This revenue would be ear marked and used as a “rescue unit fee.”
- The City providing the same level of service to the Townships in fire, rescue and first responder services that existed at the beginning of this Agreement in March 2009.

Request for Council Action

Date:

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: Fire Chief Gary Larson

RE: Fire Station 1 Cabinet, Drawers, and Countertop repair

The drawers and countertops in Station 1 are in need of repair. The drawers were built with particle board and have been repaired many times. We have received bids to build new drawers, and install new countertops in the kitchen, dispatch area, and Chiefs office. They will be made to more of a commercial spec to alleviate future problems.

We have received two bids and have cut items to be repaired to meet the budget of the Capital Improvement Plan. We have a bid from Radi Custom Woodworking for \$16103.75, and a bid from Northland Custom Woodworking for \$10700.00.

It would be my recommendation to accept the bid from Northland Custom Woodworking in the amount of \$10700.00.

Respectfully,
Gary Larson
Fire Chief

Gary Larson

From: Northland Custom Woodworking, Inc. [ncw4@midconetwork.com]
Sent: Sunday, November 23, 2014 2:35 PM
To: Gary Larson
Subject: Firehall Cabinet upgrade

Gary, here is a breakdown of the costs for the upgrades we have discussed.

Room	Cost	Work to be done
Kitchen	\$2,100	New countertops
Front Dispatch	\$2,100	New countertops
Rear Dispatch	\$2,150	New countertops
Chiefs Office	\$1,300	New countertops
Rear Shop	\$700	New countertops
Replace Drawers	\$2,350	Replace all drawers and slides in the above rooms
	\$10,700	

Just for your records, here is a copy of the original cost breakdown:

Room	Cost	Work to be done
Kitchen	\$5,000	Replace doors, drawers, fronts, and countertops
Front Dispatch	\$3,450	Replace doors, drawers, fronts, and countertops
Rear Dispatch	\$3,950	Replace doors, drawers, fronts, and countertops
Bunk Room Closets	\$2,500	Redesign closets using existing shell in place
Bathrooms	\$700	Replace all doors
	\$15,600	

Kris Marcott
Northland Custom Woodworking, Inc.
502 Business Hwy 2
East Grand Forks, MN 56721
ph: (218) 773-1721
fax: (218) 773-1721

*** BID PROPOSAL ***

RADI'S CUSTOM WOODWORKS INC.
4366 24TH. AVE. NO.
GRAND FORKS ND 58203
746-0611 FAX/746-0374

JOB NO.	6463
NAME:	E. G. F. FIRE STATION
ADDRESS:	415 4TH ST. N. W.
CITY,STATE,ZIP:	E. GRAND FORKS, MN. 56721
PHONE NUMBER:	773-2403
DATE:	9/26/2014

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF WORK OUTLINED IN PROPOSAL.

ALL MATERIALS ARE GUARANTEED TO BE AS SPECIFIED, AND THE BELOW WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR BELOW WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER FOR THE AMOUNT SPECIFIED IN PROPOSAL.

ANY ALTERATIONS OR DEVIATIONS FROM BELOW SPECIFICATIONS INVOLVING EXTRA COST, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNERS TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE UPON BELOW WORK. WORKMEN'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON BELOW WORK TO BE TAKEN OUT BY RADI'S CUSTOM WOODWORKS.

*** DESCRIPTION ***

KITCHEN AREA -	NEW COUNTER TOPS (AS PLANNED)	
	# 17 - NEW DRAWERS	
	FIX PANTRY	\$4,686.50
FRONT DESK AREA -	NEW COUNTER TOPS (AS PLANNED)	
	# 13 - NEW DRAWERS	\$3,988.00
FRONT DESK - BACK AREA		
	NEW COUNTER TOPS (AS PLANNED)	
	# 14 - NEW DRAWERS	\$4,017.00
MAIN OFFICE AREA	NEW COUNTER TOPS (AS PLANNED)	
	24" X 24" X30" BASE CABINT	
	# 6 - NEW DRAWERS	\$2,097.25
BACK SHOP AREA	NEW COUNTER TOPS (AS PLANNED)	
	# 4 - NEW DRAWERS	\$1,315.00

*** BID PROPOSAL ***

RADI'S CUSTOM WOODWORKS INC.
4366 24TH. AVE. NO.
GRAND FORKS ND 58203
746-0611 FAX/746-0374

JOB NO.	6463
NAME:	E. G. F. FIRE STATION
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	# 6 - NEW DRAWERS	\$2,097.25
BACK SHOP AREA	NEW COUNTER TOPS (AS PLANNED)	
	# 4 - NEW DRAWERS	\$1,315.00

Request for Council Action

Date: October 16, 2013

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

Cc: File

From: Dave Aker

RE: Replace the broken windows at the Blue Line Arena

Background:

We have around eight windows that have been broken over at the Blue Line Arena and I would like to replace the windows with steel siding. There is a possibility of not getting the steel siding that matches up with what we have now but they will get as close as they can. I have bids to take out 20 windows and have new framing, insulation and panels put in where the windows are now. I would like to keep five windows on the west side and that would reduce the cost by \$1,296.00.

Recommendation:

I recommend that we take the bid of Sterling Carpet One for \$5,184, minus \$1,296 for the five windows we are keeping for a total of \$3,898.00. We have \$16,000 in capital to do this project so I think it would save \$12,000 if we do it.

Enclosures: Bids



**STERLING
CARPET ONE FLOOR
& HOME®**

2030 - 32nd Avenue South
Grand Forks, North Dakota 58201

randy@sterlingsiding.com
October 14, 2014

EGF Blue Line Club

RE: Window Removal

THE FOLLOWING PRICE LISTED BELOW WILL BE MATERIAL AND LABOR FOR WINDOW REPAIR

1. Remove 20 existing windows add new framing and insulation cover with panel to match existing siding.

Total price material, tax and labor for the window project \$ 5,184.00

Accepted by: _____ Date: _____

Down payment received: _____

Replacement of any deteriorated weather guard, sheathing or framing will be based on time and material.

Randy Foss
General Manager

Visit our website at www.sterlingsiding.com.

GW & Sons Construction Inc.

Fax.(701)775-2235

1555 N 52nd St.

Grand Forks, ND 58203

PROPOSAL AND
ACCEPTANCE

NAME / ADDRESS
East Grand Forks Parks and Recreation 600 DeMers Ave East Grand Forks, MN 56721

DATE	QUOTE #
10/10/2014	981

P.O. NO.	TERMS
Verb/Dave	Good for 18 days

DESCRIPTION	TOTAL
We at GW & Sons Construction Inc. Propose Materials and Labor for the following: Re: Blue Line Rink	
Take out the 20 remaining windows in the Blue Line Rink	
Fill in area with insulation	
Install new sheets on the outside to match existing sheets as close as possible	
Materials, Tax, Freight and Labor	
TOTAL PRICE	16,275.00
NOT INCLUDED: Permits, Bonds, Builders Risk Insurance, Interior work (we would leave the interior as it is)	

Please sign and date below to accept this proposal & send one signed copy to us. Thank You.

Signature _____

Date _____

Request for Council Action

Date: 10-23-2014

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) and Steve Emery (WSN engineer)

RE: Street Improvement Plan

Typically the City has been performing bituminous streets improvements (mill/overlay and seal coat) on a 7-10 year cycle. It has now been 8 years since the last Citywide Street Improvement project. At the request of Mr. Murphy, we have started to prepare a long range street improvement plan. The process was started by analyzing the data that our ICON management software program produced, followed by a visual inspection of all streets. We then produced a map that indicates our recommendations for which streets need repair and in what years, along with a cost estimate to repair. We will be asking Council for input and direction for moving forward.

Recommendation: Approve staff to move forward with 2015 street improvements by authorizing preparation of a report of feasibility.

Request for Council Action

Date: 10/20/2014

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: Winter Equipment Lease

Background: The Public Works Department leases a motor grader for snow removal each snow season. I received the following estimates for the 2014-2015 winter rental season:

Butler Machine \$2,295.00 per month, plus \$72.00 per hour

RDO \$3,450.00 per month, plus \$40.00 per hour after 100 hours

Recommendation: Approve the lease agreement with RDO.

Jason

Rental rate for MG for this season snow rate
140M AWD is \$1,380 per month @ \$59 hour
140M standard \$1,325 per month @ \$55 hour
Add snow wing \$915 per month @ \$13 hour

We will take care of you

Thanks

Clay Smaaladen | Butler Machinery Company | C.A.T.

1201 S 46th St | Grand Forks, ND, 58201 | P 701-780-7771 | C 701-739-0888

Butler Values | Our Team • Customer Driven • Accountability • Integrity • Excellence

www.butlermachinery.com



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Rental Agreement

GF721474

RDO EQUIPMENT CO. 6565 Gateway Drive, Grand Forks, ND 58203
Phone: (701) 402-7904 Fax: (701) 772-9620

Invoice To:

CITY OF E. GRAND FORKS (Lessee)
CITY SHOP
PO BOX 373
E GRAND FORKS, MN 56721
ID: 2483010

Location of Use:

EAST GRAND FORKS MN
POLK
119

The following equipment, term, start, and end dates are all approximated and subject to change. RDO Equipment Co. reserves the right to replace equipment with "like" equipment at any time. **Applicable taxes to apply.**

Year/Make/Model	Serial Number	#	Term	Rate	Start	Est. End	Retail
2009 JOHN DEERE 772GP	DW772GP626079	5	Monthly	\$3,450.00	11/03/2014	04/01/2015	\$190,000.00
Total rate for all equipment per term				\$3,450.00			
Estimated Taxes				\$0.00			
Estimated Total Per Term (Approx)				\$3,450.00			

Comments - Terms / Additional Charges

RATE: \$3450 FOR 100 HOURS PER MONTH. \$40 PER HOUR OVER THE 100 HOUR LIMIT

TERMS & CONDITIONS OF RENTAL AGREEMENT

RDO Equipment Co. ("RDO") agrees to rent equipment, motor vehicles, and other personal property ("Equipment") to Lessee only upon the following terms and conditions:

- The rental rate for Equipment covers normal use only not to exceed 8-hours/1day, 40 hour/week, or 100 hours/month, based on 20 working days. Any excess use will be prorated against the appropriate rate and charged to the Lessee. If Equipment is operated on a job site deemed to be severe conditions, including but not limited to sites containing rock, which causes excessive wear and tear a surcharge of 25% of the normal rental rate will be added to said normal rate, and be the responsibility of Lessee. Lessee shall still be responsible for any damages to rental Equipment used on a site containing rock, in addition to the rock surcharge. The Equipment will be transported to and from RDO's place of business at Lessee's expense. Rental begins when items are delivered to Lessee and continues until items are picked up by or returned to an RDO location of RDO's choice. Equipment must be checked in at the office during normal business hours. No allowance will be made for holidays, time in transit or any prior time the Equipment may not be in actual use while in Lessee's possession.
- INSURANCE REQUIREMENTS** (Notice about your financial responsibility and optional loss damage waiver) Prior to renting the following minimum insurance requirements must be met. RDO must receive a current "Certificate of Insurance" naming it as "Certificate Holder" or Additional Insured" for general liability (Mandatory) with limits of liability not less than \$500,000 combined single limit per occurrence (bodily injury including death and property damage) unless greater liability limits are specified, and as "Certificate Holder" or " Loss Payee" for physical damage for the full value of the Equipment . Most customers, for convenience, issue one certificate covering their policy period stating "all sites and operations" instead of obtaining a new certificate for each individual rental. Should Lessee not provide RDO with physical damage insurance coverage, a Loss Damage Waiver fee of 14% of the rental charge will be assessed. If there are damages to the Equipment, and the Loss Damage Waiver fee for physical damage coverage applies, coverage is subject to a \$3,000 per occurrence deductible which Lessee is liable for. However, LOSS DAMAGE WAIVER will not protect Lessee if: (a) Damage is from willful, wanton, reckless or intentional conduct; (b) Damage is from lack of lubrication or maintenance of necessary oil, water, and air pressure levels; (c) Damage or loss is a result of overloading or exceeding the rated capacity of the Equipment; (e) Damage is from natural disaster. The damage waiver DOES NOT cover bodily injury or other property damage claims.
- Unless otherwise required by RDO, Lessee shall pay the rental sums due as follows: net payment to be received by RDO within thirty (30) days from date of RDO invoice. Lessee agrees that RDO can charge invoices to a credit card, Farm Plan, or PowerPlan account on file with RDO. Should Lessee fail to pay any part of the sum or any other sum required by Lessee to be paid to RDO within thirty (30) days from date of invoice, all past due amounts shall bear a finance charge at the rate of one percent (1.0%) per month. North Dakota law, including the laws governing interest and usury, shall be applicable to this Rental Agreement and shall govern the monthly periodic rate and corresponding annual percentage rate. If for any reason it is determined by a court of competent jurisdiction that a different usury or interest law is deemed applicable, the monthly periodic rate and corresponding annual percentage rate shall be the maximum non-usurious rate of interest applicable to any entity such as Lessee in the applicable jurisdiction. Further, if for any reason it is determined by a court of competent jurisdiction that the law of: (i) the State of Arizona is applicable, then it is expressly agreed that A.R.S. § 44-6002 shall apply.

If for any reason amounts paid in connection with RDO's extension of credit to Lessee under this Rental Agreement are deemed interest that produces a rate in excess of the maximum non-usurious rate of interest under the law applicable to this Rental Agreement, RDO shall refund to Lessee such portion of said interest that is in excess of the maximum non-usury rate of interest for that particular jurisdiction applicable to an entity such as you. Lessee agrees to pay attorney's fees and related costs in the event that RDO shall incur either of the same in order to pursue collection of any sums due from Lessee to RDO or to interpret this Rental Agreement, to defend RDO in action or to enforce its rights against any third party. RDO, in its sole discretion, may venue the lawsuit in any county where RDO has a location or place of business and Lessee agrees to the same. In addition, Lessee shall be in default with the right of RDO to accelerate the all the obligations of Lessee if Lessee attempts to sell or encumber the Equipment, ceases operating, institutes or has instituted against it proceedings under any bankruptcy or insolvency law, makes an assignment for the benefit of creditors or fails to comply with any other provision of the Rental Agreement, or if any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if for any reason RDO deems itself insecure or the Equipment unsafe, Lessee agrees to deliver the Equipment to RDO on demand, and RDO may enter upon any job, building or place where the Equipment is located and take possession of it without notice to Lessee and this Rental Agreement shall thereupon terminate and be forfeited at the option of RDO. In the event of any such action, Lessee agrees to pay all guaranteed leases and all other leases due, damages or any injury to the Equipment, legal expenses, costs of removal of the Equipment from the possession of Lessee and all freight, storage, transportation and other charges incurred in such removal and return to RDO at its place of business.

4.It is agreed that it shall be Lessee's obligation to notify RDO of any mechanical or safety problems with the Equipment as soon as Lessee is aware of a problem. Lessee agrees not to operate Equipment when it is in need of mechanical or safety repairs. Lessee shall provide continual inspection and maintenance of all Equipment rented by Lessee and/or under its care, custody, or control. Lessee agrees to pay all operating and maintenance expenses while Equipment is out of RDO's possession and to make any needed repairs including all tire maintenance, fuel, missing parts and all damage other than normal wear. All repairs shall be at Lessee's expense, except for manufacturer warranty. All rented Equipment was received with Operator's Manuals and all safety equipment installed. Operation and servicing has been explained to Lessee. Lessee shall use fuel and oil as specified by the manufacturer including but not limited to requirements or Tier IV engines.

5.The Equipment will be delivered to the Lessee in normal operating condition and must be returned to RDO in the same condition less normal wear and tear. 'Normal wear and tear' is that which may be expected to result from the use of Equipment under normal conditions. Lessee shall operate and maintain the Equipment in a normal manner and see that the Equipment is not subjected to careless or needlessly rough usage. Lessee shall be responsible for all repairs, including parts and labor for breakdowns due to misuse, sabotage and operation negligence, such as, lack of oil, lack of grease, lack of water, vandalized compartments, stolen parts, dented or bent parts from collisions and punctured or cut tires. Lessee is liable for any damage or injuries resulting from allowing any unqualified persons to operate any Equipment who are not completely familiar with the operating and safety procedures. Lessee will allow only licensed drivers that meet state or federal license requirements including current medical card, to operate any vehicle and Lessee is responsible for any fines, penalties, or other assessments or charges for non compliance together with any and all damages and injuries arising there from.

6.Lessee shall comply with all applicable environmental laws and regulations including those on fuel use and idling. Lessee is responsible for any and all fines incurred for violations or the laws or regulations resulting from the use of the Equipment.

7.RDO is not responsible for any charge that the Lessee may have because of mechanical malfunction of the Equipment, and it shall not in any manner be liable for any back charges or any direct, indirect, special or consequential damages. Lessee will be responsible for Equipment if stolen at any time during rental period. While Equipment is on rent, RDO assumes no responsibility for any damages to property or persons. Any damage at all will be the complete responsibility of Lessee.

8.Lessee hereby assumes and shall bear the entire risk of loss or damage to the Equipment from any and every cause whatsoever from the time the Equipment is picked up until returned to the RDO designated location. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Rental Agreement, which shall continue in full force and effect. In the event of loss or damage of any kind whatsoever to any item of Equipment, at the option of RDO, Lessee shall: (a) Place the same in good repair, condition and working order or replace the Equipment; (b) Pay RDO in cash for RDO to cause the repairs to be made; or (c) If the Equipment is determined by RDO to be lost, stolen, destroyed or damaged beyond repair, to pay RDO to replace said Equipment. Once such payment has been made this rental shall terminate with respect to such item of Equipment.

9.Lessee shall defend, indemnify and hold RDO harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees which: (1) relate to injury, illness, sickness, disease or the death of any persons (including employees of Lessee), and (2) were caused, or claimed to be caused, in whole or in part by the Equipment leased herein or by the liability or conduct (including active, passive, primary or secondary), of RDO, its agents or employees, or any other person for whose acts any of them may be liable. The parties agree that RDO shall only be liable or responsible for actions of willful misconduct.

10.The Equipment rented pursuant to this Agreement are rented "as is" and without warranty whatsoever. RDO RENTS ALL EQUIPMENT AND SERVICES PURSUANT TO THIS AGREEMENT WITHOUT WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding anything contained to the contrary, Lessee agrees that Lessee may not offset any payments under this Rental Agreement or the account because of any dispute concerning warranty issues and that the payment on the account is absolutely due and owing without any right of offset or recoupment of any nature

11.RDO shall have the right at any time during business hours, without notice, to enter Lessee's premises or the site where RDO rental Equipment is located for the purpose of inspecting, repairing, adjusting or repossessing the Equipment.

12.RDO will mail to Lessee at Lessee's address, invoice(s). Lessee agrees to notify RDO in writing of any error in the invoice(s) within 30 days after the date of that invoice(s). If not so noticed, the invoice shall be deemed to be correct and accepted as rendered, thus no credits will be issued after 30 days from invoice date. Time is of the essence of this Rental Agreement.

14.The Rental Agreement must be signed and shall be returned to RDO. RDO may allow it to be returned by facsimile transmission or email. Any such facsimile transmission or email bearing signatures of Lessee shall be considered as valid as if it were an original document. RDO and Lessee have each agreed to conduct their business by electronic means.

15.Lessee, by signing this form, warrants that all information provided is true, correct, accurate, and complete and acknowledges that he/she has read same, understands its contents and expressly agrees to the terms and conditions as stated hereon. A corporate officer, LLC member officer, each and every partner, or the owner(s) of the company must sign this Rental Agreement and agree to be fully bound by its terms.

16.This is the entire agreement between RDO and Lessee regarding the Rental Agreement and no oral changes can be made. No promises, representation or agreement purporting to modify this Rental Agreement and no revocation, partial or otherwise, or change, amendment, addition or alteration shall be valid unless the same be in writing, signed by all parties hereto or by their duly authorized agents. Waiver by RDO of any terms or conditions of this Rental Agreement or waiver of any breach thereof shall not affect the validity or enforceability of the remaining provisions of this Rental Agreement. A determination that any provisions of this Rental Agreement are illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Rental Agreement

17.This transaction is intended as a true lease and not a sale. RDO may file an initial financing statement listing the Equipment to protect its rights.

GENERAL LIABILITY INSURANCE

Carrier Name Policy No. Effective Date

Agent Business Name Agent Contact Agent Telephone

LESSEE

Signature Print Name 25 Title Date Signed

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Cc: File

From: Jason Stordahl, Public Work Director

RE: Declaration of Surplus Property

The Public Works Department has a number of dumpsters that we no longer use, and would like to declare surplus and sell. The following is a list of those dumpsters:

Rear Load Dumpsters

3- 6 yard
1- 4 yard
1- 2 yard
3- 1 yard

Front Load Dumpsters

2- 8 yard

Recommendation: Declare the above list of dumpsters as surplus property.

Request for Council Action

Date: 10/24/2014

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: Spring/Fall Clean Up and Drop Off Day

Public Works is drafting our Refuse and Recycling Collection Calendar for 2015. We typically include in that calendar rules and regulations (regarding refuse/recycling carts), hours of pickup, rates for special pickups, and date/times for spring/fall clean up and hazardous waste/electronic drop off days. In our staff budget meetings we have been looking at ways to save money in the upcoming year. One of the services that we discussed the possibility of cutting was our Spring/Fall Clean Up Days. I know that this has been discussed in the past, and was thinking that the Council may want to revisit the topic. I will bring to the Work Session some information regarding dollars spent for the events, and ask for Councils direction on whether or not to continue the events.

Recommendation: Direct staff on how you would like to proceed regarding future Clean Up and Drop Off days.