

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, SEPTEMBER 22, 2015 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Feasibility Study for Riverview 10th Addition – Steve Emery**
- 2. Remote Control Flight Field – Tom Stennes**
- 3. Results from Idea Circle for Staffing – Idea Circle Staff**
- 4. 2014 AFG Equipment Grant – Gary Larson**
- 5. Civic Center Roof Repairs – Dave Aker**
- 6. Seasonal Employee Pay Scale – Dave Aker**
- 7. Landscape Incentive – Paul Gorte**
- 8. MIF Loan Interest Rate Policy - Paul Gorte**
- 9. Request for Equipment Operator – Jason Stordahl**
- 10. Information on Property by Lagoons – Jason Stordahl**
- 11. Dept of Natural Resources Contract – David Murphy**
- 12. 2016 Budget Discussion – David Murphy**
- 13. Other**

ADJOURN:

See next page for Special Meeting Agenda

**AGENDA
OF THE CITY
COUNCIL SPECIAL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, SEPTEMBER 22, 2015 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

1. Consider adopting Resolution No. 15-09-104 approving the 2015 tax levy collectable in 2016 for a total amount of \$3,837,287 and set the Public Budget Meeting for December 1, 2015 at 7:00pm with a continuance hearing December 15, 2015 at 7:00pm if necessary.
2. Consider authorizing payment to TF Powers Construction for work done on the pool project in the amount of \$142,200.

Upcoming Meetings

Regular Council Meeting – October 6, 2015 – 5:00 PM – Council Chambers
Work Session – October 13, 2015 – 5:00 PM – Training Room
Regular Council Meeting – October 20, 2015 – 5:00 PM – Council Chambers
Work Session – October 27, 2015 – 5:00 PM – Training Room

Request for Council Action

Date: September 14, 2015

To: East Grand Forks City Council, Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Henry Tweten, Marc Demers, Craig Buckalew and Mike Pokrzywinski.

Cc: File

From: Steve Emery, P.E.

RE: Report of Feasibility
Concrete Paving and Sidewalk Construction Riverview Lane
Riverview 9th & 10th Addition

Background:

We would like to file the Report of Feasibility for the above referenced project. As per the discussions from the 9/08/15 Work Session we have added into the Report Concrete Sidewalk Construction.

Recommendation:

Approve the Report of Feasibility and set Date for an Improvement Hearing.

Enclosures:

Report of Feasibility with project map
Engineers Estimate of Project Costs
Preliminary Assessment Roll



East Grand Forks
1600 Central Avenue NE
East Grand Forks, MN 56721-1570

218.773.1185 
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WidethSmithNolting.com

September 14, 2015

Honorable Mayor and City Council
City of East Grand Forks
PO Box 373
East Grand Forks, MN 56721

RE: Report of Feasibility
Estimate of Cost and Areas Proposed to be Assessed
Concrete Paving and Sidewalk Construction – Riverview 9th and 10th Addition
East Grand Forks, MN

Dear Members of the Council:

We have as directed by the Developer made an investigation as to the feasibility of paving Riverview Lane within the Riverview 9th and 10th Addition. As per the development agreement (dated July 17, 2012) all streets shall be completed within 3 years of the signed agreement. Also included as part of this study is construction of concrete sidewalks. We have identified the project needs as follows:

Concrete Paving

The proposed project will involve salvaging of the existing gravel driving surface and furnishing and placement of 7" non-reinforced concrete paving. Also, as part of the project the existing concrete curb and gutter would be reviewed and any damaged or settled curb and gutter would be replaced prior to the concrete paving being completed.

The estimated total project costs for the concrete paving is \$408,921.92. The estimated total project cost to be assessed is \$395,621.60 as salvaging of the in place aggregate surfacing is not assessed and will be given to the City Public Works Department. The estimated assessment rate is \$135.00 per front foot benefit.

Sidewalk Construction

As part of the project those lots which do not currently have sidewalk will receive sidewalk and shall be assessed for the overall project costs. The construction plan would include excavation, 2" aggregate base, 4" concrete sidewalk (5' wide) and reseeding of all disturbed areas.

The estimated total project cost for the concrete sidewalk construction is \$26,025.89. The estimated assessment rate is \$12.64 per front foot benefit.

Areas Proposed to be Assessed

Riverview 10th Addition

Block 1 Lots 1-19

Block 2 Lots 1-12

Riverview 9th Addition

Block 2 Lot 11

Block 3 Lots 1 & 2

Project Financing

As part of the development agreement the city shall assess the cost of the public involvements, together with administrative, planning, engineering, capitalized interest, legal and bonding costs.

The city may reimburse itself for all or a portion of the project costs from the sale of tax exempt bonds.

Conclusions and Recommendations

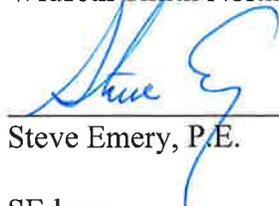
From the results of the Feasibility Study it can be concluded that:

1. The project as described is feasible as it relates to general engineering principles, practices and construction procedures.
2. The proposed improvements will provide improved drainage of the street surface, an improvement in all weather access as well as an improvement in aesthetics and an overall increase in property value.

Therefore, it is our recommendation that the City Council approve the Report of Feasibility and proceed with an Improvement Hearing.

If you have any questions, or if additional information is needed, please contact our office.

Respectfully yours,
Widseth Smith Nolting & Associates, Inc.



Steve Emery, P.E.

SE:kmu

ENGINEERS ESTIMATE
Concrete Paving
RiverView Lane
Riverview 9th & 10th Addition
East Grand Forks, MN

8/26/2015

ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	UNIT PRICE	AMOUNT
015526	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
015526	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
015713	Storm Drain Inlet Protection	EA	4	\$ 150.00	\$ 600.00
024100	Remove Curb and Gutter	LF	100	\$ 10.00	\$ 1,000.00
312200	Salvage Aggregate Surfacing	CY	916	\$ 12.00	\$ 10,992.00
321600	7" Concrete Pavement	SY	4710	\$ 65.00	\$ 306,150.00
321600	Concrete Curb and Gutter, Design B624	LF	100	\$ 30.00	\$ 3,000.00
321600	Reinforcement Bars (Epoxy Coated)	LBS	2964	\$ 2.50	\$ 7,410.00
321600	Adjust Manhole Casting Assembly	EA	2	\$ 500.00	\$ 1,000.00
329219	Turf Establishment	SY	25	\$ 12.00	\$ 300.00
SUBTOTAL CONSTRUCTION					\$ 337,952.00
ENGINEERING, ADMINISTRATION, LEGAL AND CONTINGENCIES					\$ 70,969.92
TOTAL ESTIMATED PROJECT COST					\$ 408,921.92

ENGINEERS ESTIMATE

Concrete Sidewalks
RiverView Lane
Riverview 9th & 10th Addition
East Grand Forks, MN

8/26/2015

ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	UNIT PRICE	AMOUNT
312200	Common Excavation	CY	242	\$ 12.00	\$ 2,904.00
321123	Aggregate Base, Class 5	CY	80	\$ 40.00	\$ 3,200.00
321600	4" Concrete Sidewalk	SY	1200	\$ 8.00	\$ 9,600.00
329219	Turf Establishment	SY	1935	\$ 3.00	\$ 5,805.00
SUBTOTAL CONSTRUCTION					\$ 21,509.00
ENGINEERING, ADMINISTRATION, LEGAL AND CONTINGENCIES					\$ 4,516.89
TOTAL ESTIMATED PROJECT COST					\$ 26,025.89

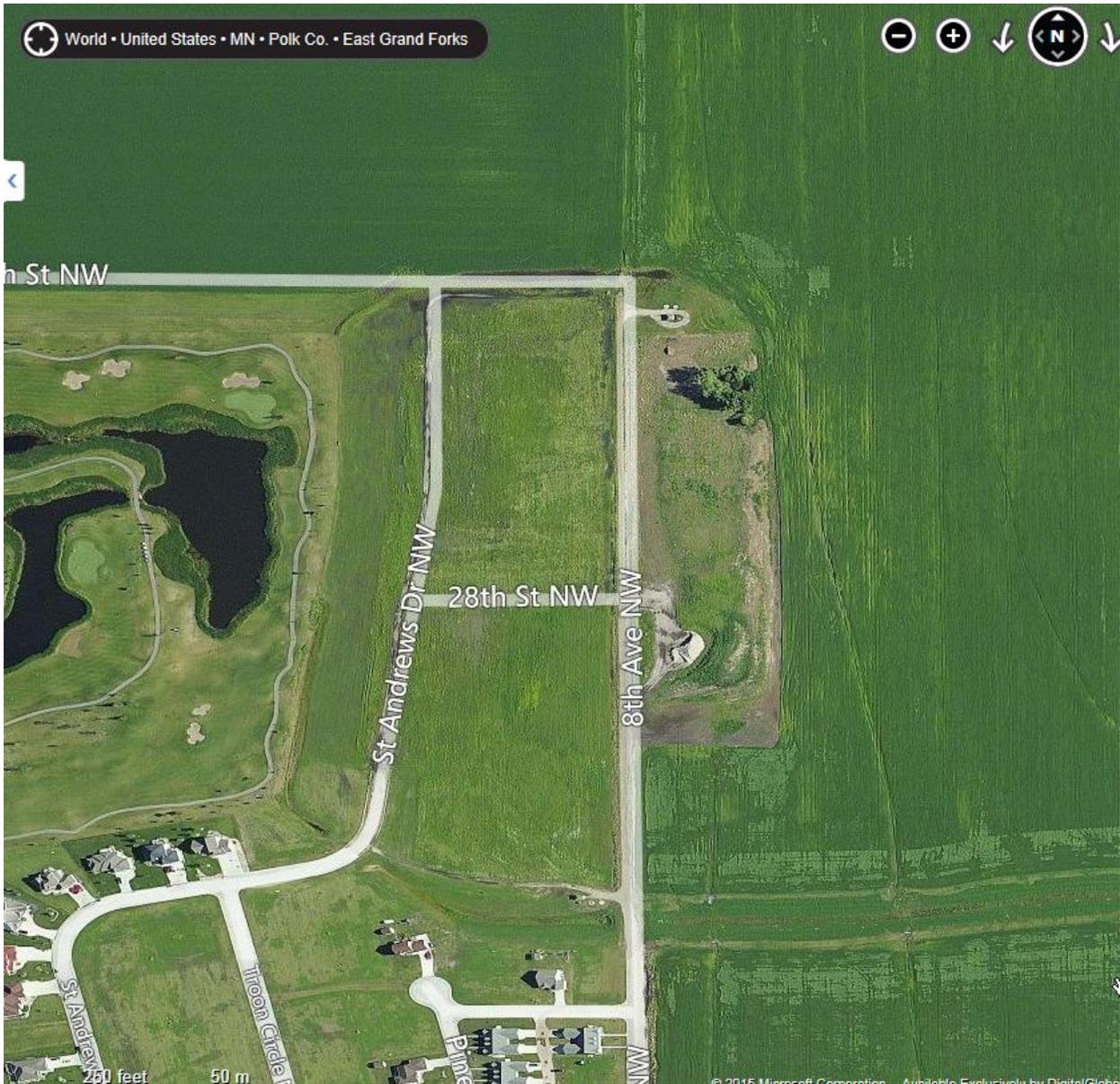
**ASSESSMENT ROLL - PRELIMINARY
 CONCRETE PAVING / SIDEWALK - RIVERVIEW LANE
 RIVERVIEW 9TH & 10TH ADDITION
 EAST GRAND FORKS, MINNESOTA**

Street Construction	
Construction	\$326,960.00
Plans & Specifications	\$29,426.40
Staking & Inspection	\$16,348.00
Assessment Roll	\$3,269.60
Administration	\$9,808.80
Contingencies	<u>\$9,808.80</u>
TOTAL	\$395,621.60
Front Footage's	
RIVERVIEW 10TH ADDITION	2,645.44
RIVERVIEW 9TH ADDITION	<u>285.00</u>
TOTAL	2,930.44
Front Assessment Rate	\$135.0041632 / front foot

Sidewalk Construction	
Construction	\$21,509.00
Plans & Specifications	\$1,935.81
Staking & Inspection	\$1,075.45
Assessment Roll	\$215.09
Administration	\$645.27
Contingencies	<u>\$645.27</u>
TOTAL	\$26,025.89
Front Footage's	
RIVERVIEW 10TH ADDITION	2,058.44
RIVERVIEW 9TH ADDITION	<u>0.00</u>
TOTAL	2,058.44
Front Assessment Rate	\$12.6435019 / front foot

ASSESSMENT ROLL - PRELIMINARY
CONCRETE PAVING / SIDEWALKS - RIVERVIEW LANE
RIVERVIEW 9TH & 10TH ADDITION
EAST GRAND FORKS, MINNESOTA

PARCEL No.	OWNER	DESCRIPTION	Street Construction FRONT FOOTAGE	\$ FRONT BENEFIT 135.0041632	Sidewalk Construction FRONT FOOTAGE	\$ FRONT BENEFIT 12.64350188	TOTAL ASSESSMENT BEFORE INTEREST
RIVERVIEW 10TH ADD							
R 83.04400.00	CRARY DEVELOPMENT INC	Lot-001 Block-001	78.00	\$10,530.32	78.00	\$986.19	\$11,516.51
R 83.04401.00	CRARY DEVELOPMENT INC	Lot-002 Block-001	78.00	\$10,530.32	0.00	\$0.00	\$10,530.32
R 83.04402.00	CRARY DEVELOPMENT INC	Lot-003 Block-001	78.00	\$10,530.32	0.00	\$0.00	\$10,530.32
R 83.04403.00	CRARY DEVELOPMENT INC	Lot-004 Block-001	78.00	\$10,530.32	0.00	\$0.00	\$10,530.32
R 83.04404.00	CRARY DEVELOPMENT INC	Lot-005 Block-001	78.00	\$10,530.32	78.00	\$986.19	\$11,516.51
R 83.04405.00	CRARY DEVELOPMENT INC	Lot-006 Block-001	76.50	\$10,327.83	76.50	\$967.23	\$11,295.06
R 83.04406.00	NOVAK JACOB J & KARYN A	Lot-007 Block-001	115.21	\$15,553.83	95.21	\$1,203.79	\$16,757.62
R 83.04407.00	CRARY DEVELOPMENT INC	Lot-008 Block-001	108.54	\$14,653.36	108.54	\$1,372.33	\$16,025.69
R 83.04408.00	CRARY DEVELOPMENT INC	Lot-009 Block-001	80.06	\$10,808.43	80.06	\$1,012.24	\$11,820.67
R 83.04409.00	CRARY DEVELOPMENT INC	Lot-010 Block-001	80.06	\$10,808.43	80.06	\$1,012.24	\$11,820.67
R 83.04410.00	CRARY DEVELOPMENT INC	Lot-011 Block-001	80.06	\$10,808.43	80.06	\$1,012.24	\$11,820.67
R 83.04411.00	CRARY DEVELOPMENT INC	Lot-012 Block-001	115.99	\$15,659.12	115.99	\$1,466.51	\$17,125.63
R 83.04412.00	CRARY DEVELOPMENT INC	Lot-013 Block-001	109.00	\$14,715.45	109.00	\$1,378.14	\$16,093.59
R 83.04413.00	CRARY DEVELOPMENT INC	Lot-014 Block-001	80.00	\$10,800.33	80.00	\$1,011.48	\$11,811.81
R 83.04414.00	CRARY DEVELOPMENT INC	Lot-015 Block-001	80.00	\$10,800.33	80.00	\$1,011.48	\$11,811.81
R 83.04415.00	CRARY DEVELOPMENT INC	Lot-016 Block-001	80.00	\$10,800.33	80.00	\$1,011.48	\$11,811.81
R 83.04416.00	CRARY DEVELOPMENT INC	Lot-017 Block-001	80.00	\$10,800.33	80.00	\$1,011.48	\$11,811.81
R 83.04417.00	BONDY JACOB O & SARA M	Lot-018 Block-001	80.00	\$10,800.33	80.00	\$1,011.48	\$11,811.81
R 83.04418.00	STORTROEN GREG A	Lot-019 Block-001	142.16	\$19,192.19	142.16	\$1,797.39	\$20,989.58
R 83.04419.00	BROTT CRAIG & LYNN M	Lot-001 Block-002	76.00	\$10,260.32	0.00	\$0.00	\$10,260.32
R 83.04420.00	HARTMAN MICHAEL P & JESSICA K	Lot-002 Block-002	76.00	\$10,260.32	0.00	\$0.00	\$10,260.32
R 83.04421.00	CRARY DEVELOPMENT INC	Lot-003 Block-002	76.00	\$10,260.32	76.00	\$960.91	\$11,221.23
R 83.04422.00	CRARY DEVELOPMENT INC	Lot-004 Block-002	76.00	\$10,260.32	76.00	\$960.91	\$11,221.23
R 83.04423.00	CRARY DEVELOPMENT INC	Lot-005 Block-002	76.00	\$10,260.32	76.00	\$960.91	\$11,221.23
R 83.04424.00	CRARY DEVELOPMENT INC	Lot-006 Block-002	93.93	\$12,680.94	93.93	\$1,187.60	\$13,868.54
R 83.04425.00	SALWEY DON & KAREN	Lot-007 Block-002	93.93	\$12,680.94	64.93	\$820.94	\$13,501.88
R 83.04426.00	CRARY DEVELOPMENT INC	Lot-008 Block-002	76.00	\$10,260.32	76.00	\$960.91	\$11,221.23
R 83.04427.00	CRARY DEVELOPMENT INC	Lot-009 Block-002	76.00	\$10,260.32	76.00	\$960.91	\$11,221.23
R 83.04428.00	CRARY DEVELOPMENT INC	Lot-010 Block-002	76.00	\$10,260.32	76.00	\$960.91	\$11,221.23
R 83.04429.00	PERDEW SETH A & ANGELA R	Lot-011 Block-002	76.00	\$10,260.32	0.00	\$0.00	\$10,260.32
R 83.04430.00	VANEPS REED J & TRISHA D	Lot-012 Block-002	76.00	\$10,260.32	0.00	\$0.00	\$10,260.32
SUBTOTAL RIVERVIEW 10TH ADD			2,645.44	\$357,145.40	2,058.44	\$26,025.89	\$383,171.29
RIVERVIEW 9TH ADD							
R 83.04188.00	TOCCHIO DONALD & CYNTHIA	Lot-011 Block-002	95.00	\$12,825.40	0.00	\$0.00	\$12,825.40
R 83.04194.00	BRANBY MICHAEL D & LISA D TOCCHIO	Lot-001 Block-003	95.00	\$12,825.40	0.00	\$0.00	\$12,825.40
R 83.04195.00	TRAUB BARRY S & RACHEL A	Lot-002 Block-003	95.00	\$12,825.40	0.00	\$0.00	\$12,825.40
SUBTOTAL RIVERVIEW 9TH ADD			285.00	\$38,476.20	0.00	\$0.00	\$38,476.20
GRAND TOTALS			2,930.44	\$395,621.60	2,058.44	\$26,025.89	\$421,647.49





Request for Council Action

Date:

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Fire Chief Gary Larson

RE: 2014 AFG Equipment Grant

We were notified this week that we have been awarded the Aid to Firefighter Grant (AFG) from FEMA. We applied for this grant earlier this year to get auto extrication equipment for the Fire Dept. The grant would get a new cutter, spreader, and ram for auto extrication which are battery operated. It also includes Air Bags for lifting and a K-12 saw that can cut through metal post on cars, and metal, or cement if needed. Some of this equipment we do not have, and some will be put in service to equip trucks at Station 2. As our call volume increases we have had many instances where we have 2 or three call going on at a time.

The grant is for the amount of \$45805.00 with our share of the grant at 5 cents on the dollar. This would put our share at \$2300. Since dollars are tight the Fire Dept will attempt to pay the share out of our budget.

It would be my recommendation to accept the 2014 AFG grant from FEMA.

Respectfully,

Gary Larson
Fire Chief
East Grand Forks, MN

Request for Council Action

Date: September 17, 2015

To: East Grand Forks City Council, Mayor Lynn Stauss, President Council Mark Olstad, Vice President Chad Grassel, Council Members: Craig Buckalew, Marc DeMers, Mike Pokozinski, Henry Tweten and Clarence Vetter.

Cc: File

From: Dave Aker

RE: Civic Center roof

Background:

To get the roof done this year we are currently waiting for one more bid to come in, we have a bid from GW and Sons. I'm waiting for Structures Inc. to provide the other bid. They have to check with the manufacture to get their price for the materials.

Recommendation: If we have two bids by Tuesday, go with the lower bid.

Enclosures: Will hand out the prices if I have them both.

Request for Council Action

Date: September 15, 2015

To: East Grand Forks City Council, Mayor Lynn Stauss, President Council Mark Olstad, Vice President Chad Grassel, Council Members: Craig Buckalew, Marc DeMers, Mike Pokozinski, Henry Tweten and Clarence Vetter.

Cc: File

From: Dave Aker

RE: Wages for 2015-2016

Background:

On August 1, 2015 the minimum wage went up to \$9.00 per hour. I cut out the 15 grades and made 13 grades. The only two different would be steps 1 and 2, I also put in the hockey referees pay schedule. The positions that are hired where cleaned up so you know what they are getting paid.

Recommendation: My recommendation is to accept the pay schedule for workers.

Enclosures: The pay schedule.

GRADE	STEP						
	1	2	3	4	5	6	7
1	\$9.00	\$9.25	\$9.50	\$9.75	\$10.00	X	X
2	\$9.00	\$9.25	\$9.50	\$9.75	\$10.00	\$10.50	\$11.00
3	\$9.39	\$9.77	\$10.16	\$10.57	\$10.99	\$11.43	\$11.89
4	\$9.91	\$10.31	\$10.72	\$11.15	\$11.59	\$12.06	\$12.54
5	\$10.46	\$10.87	\$11.31	\$11.76	\$12.23	\$12.72	\$13.23
6	\$11.03	\$11.47	\$11.93	\$12.41	\$12.90	\$13.42	\$13.96
7	\$11.64	\$12.10	\$12.59	\$13.09	\$13.61	\$14.16	\$14.73
8	\$12.28	\$12.77	\$13.28	\$13.81	\$14.36	\$14.94	\$15.53
9	\$12.95	\$13.47	\$14.01	\$14.57	\$15.15	\$15.76	\$16.39
10	\$13.67	\$14.21	\$14.78	\$15.37	\$15.99	\$16.63	\$17.29
11	\$14.42	\$14.99	\$15.59	\$16.22	\$16.87	\$17.54	\$18.24
12	\$15.21	\$15.82	\$16.45	\$17.11	\$17.79	\$18.50	\$19.25
13	\$20.41	\$21.23	\$22.07	\$22.96	\$23.88	\$24.83	\$25.82

		Position	Grade		
Squirts/10U	\$30.00	Coach I	1		
Pee Wee/12U	\$35.00	Coach 2	2	Bus Drivers	6
Bantam/14U	\$40.00	Coordinator	6	Lifeguards	3
		Figure Skate Inst.	2	Pool Manager	6
		Ice Guard	1		
		Operators	4		
		Outdoor Rink Atten	1		
		Supervisor	5		
MN Min wage	8/1/2015	Sweeper	1		
		Rec Skating Tickets	1		
		Mowers	4		
		CmpGrnd Worker	6		
		CmpGrnd Security	6		
		CmpGrnd Front Desk	10		
		CmpGrnd Manager	13		

Request for Council Action

Date: October 6, 2015

To: East Grand Forks City Council Mayor Lynn Stauss, Council President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Paul Gorte, Economic Development Director

RE: Landscaping Incentive Policy

The EDA and its Loan Committee reviewed the Landscaping Incentive Policy for new homes. Recently some subsequent purchasers have requested access to the landscaping funds because the original homebuyer of a new home did not use the funds or landscape the property. The purpose of the program is to beautify by landscaping. Therefore, The EDA decided that it would be appropriate to revise the program to achieve its mission. The attached policy reflects the desired changes. In summary, they are as follows:

- Use by a subsequent owner if the original owner did not fully use the program.
- Available during the first 10 years after issuance of the Certificate of Occupancy.

The program is otherwise unchanged.

The EDA approved this policy at its September 1, 2015, meeting.

Recommendation: Approval of a motion to accept and ratify the revised Landscaping Incentive Policy.

LANDSCAPING INCENTIVE POLICY

September 2015

Amount of Incentive

- Up to \$500 reimbursed expenditures

Who's Eligible

- Buyers/homeowners of newly constructed homes eligible for the East Grand Forks New Construction Opportunities Program
- May be subsequent purchaser if original owner did not use Incentive

What's Eligible?

- All varieties of trees and shrubs used in residential landscaping

How It Works

- Available at any time during first 10 years after issuance of original Certificate of Occupancy
- Buyer/homeowner purchases trees and/or shrubs from local vendor and submits receipts to East Grand Forks Economic Development Office for reimbursement
- After review to determine eligibility, the cost up to \$500, excluding sales tax, will be reimbursed

Note (Labor)

- Costs associated with labor will not be reimbursed, including physical or mechanical labor, such as tree spades

If you have questions, please call the EDA at 218/773-8939.

Request for Council Action

Date: October 6, 2015

To: East Grand Forks City Council Mayor Lynn Stauss, Council President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Paul Gorte, Economic Development Director

RE: MIF Loan Interest Rate Policy

The EDA and its Loan Committee reviewed the interest rate policy for MIF loans. The loan portfolio has different rates for different businesses, depending upon the type of economic activity. Upon the recommendation of the Loan Committee, the EDA decided to clarify its policy for loan rates applicable for MIF loans, depending upon the economic activity of the borrower. A primary manufacturing business will have a loan rate of 1% per annum. A business which combines manufacturing and retail operations and serves a regional market will have an interest rate of 2.5% per annum. All other borrowers will have an interest rate of 4% per annum.

The EDA approved this policy at its September 1, 2015, meeting.

Recommendation: Approval of a motion to accept and ratify the MIF Loan Interest Rate Policy.

Request for Council Action

Date: 9/17/2015

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Jason Stordahl-Public Works Director

RE: Equipment Operator

Background: In prior Work Sessions we have discussed staffing plans for the Public Works Department. Now that we have hired from within a “Lead Equipment Operator” we need to fill the vacancy of an “Equipment Operator”. Previous practice when filling an “Equipment Operator” position has been to promote from within, and in most cases a “Truck Driver” has been promoted to an “Equipment Operator”. If Council so chooses to hire an “equipment operator” it will not be an added position, it will be filling a vacancy from within.

Recommendation: Authorize the City Administrator to advertise internally for the position of “Public Works Equipment Operator”.

Memo to City Council

Date: 9/16/2015

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Jason Stordahl-Public Works Director

RE: Lagoon Land

I'm sure that you are all aware that the City owns two pieces of land near our wastewater lagoons (see attached map), one just north of the lagoons and one east of the lagoons. The land to the north is cropped, and the land to the east is fallow. The City Administrator and I discussed options for managing the land in future years.

The land to the north has very poor drainage and without spending money to have the land properly ditch may not be suitable for agriculture. The land to the east of the lagoons has been used as a dumpsite/debris pile throughout the years, and there are bricks and concrete chunks littered throughout. So we came to the conclusion that the best option at this point would be to plant the area into native grasses, and once the wastewater ponds are decommissioned reassess.



Request for Council Action

Date: September 22

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: City Administrator David Murphy

RE: Red River Campground Contract.

Background

We have received a contract from the Minnesota Department of Natural Resources which clarifies the terms for 2013 and 2014. The contract calls for the DNR to transfer \$61,000 to the City of East Grand Forks as total reimbursement for 2013 and 2014.

Budget Impact

The \$61,000 will reimburse the City for expenses experienced in 2013 and 2014.

Action Required

Approval at the City Council Meeting.

David Murphy

From: Leversedge, Phil G (DNR) [phil.leversedge@state.mn.us]
Sent: Friday, September 04, 2015 2:13 PM
To: David Murphy
Cc: Rushenberg, Carol J (DNR)
Subject: 2013 - 2014 Revenue Sharing Grant
Attachments: Red River Rec 2015 grant (00000003).doc

Importance: High

David,

Attached is the agreement to allow us to transfer the \$61,000 that represents revenue sharing for calendar years 2013 and 2014 for the Red River State Recreation Area. This is the amount appropriated by the 2015 legislature as worked out with Senator Stumpf.

Please print, sign and return 3 original copies of the agreement.

Mail to:
Carol Rushenberg, Business Manager
Division of Parks and Trails
Department of Natural Resources
500 Lafayette Road
St Paul, MN 55155

Upon receipt of the signed original copies of the grant, I will sign for the Department. I will email a copy of the signed agreement and then you can have your finance office submit an invoice for payment of the grant amount.

Give me a call if you have questions.

Phil

Philip Leversedge
Deputy Director, Parks and Trails
Department of Natural Resources
651-259-5650
218-343-3711 – cell
phil.leversedge@state.mn.us

Our Vision is to create unforgettable park, trail, and water recreation experiences that inspire people to pass along the love for the outdoors to current and future generations.



STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Department of Natural Resources ("STATE") and the City of East Grand Forks, 600 DeMers Ave, East Grand Forks, MN 56721 ("GRANTEE").

Recitals

1. Under Minn. Stat. 2015 – 1 Chapter 004 Article 03 Sec 003 Subd 005 the State is empowered to enter into this grant for the purpose of revenue sharing the income generated by the operation of the Red River State Recreation Area for calendar years 2013 and 2014.
2. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** July 1, 2015 or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 **Expiration date:** June 30, 2016 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be paid \$61,000 per statute cited above.

(b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00, provided that the Grantee will be reimbursed for travel and subsistence

expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$61,000.

4.2. **Payment**

(a) Invoices. The State will promptly pay the Grantee after the Grantee invoices the State upon full execution of this grant agreement for the amount approved by the legislature.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Philip Leversedge, DNR Parks and Trails Deputy Director, 500 Lafayette Rd, St Paul MN 55155, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is David Murphy, City Administrator, City of East Grand Forks, 600 DeMers Ave., East Grand Forks, MN 56721. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Complete**

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments. Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court

with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 *Termination by the State.* The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause.* The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. ' ' 16A.15 and 16C.05 Subd. 2 (a) (3).

Signed: April Kane

Date: August 4, 2015

SWIFT Contract/PO No(s). 100086/ 3-84266

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative - Photo Copy

RESOLUTION NO. 15 – 09 - 104

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 2016 upon the taxable property within the said City, in accordance with truth-in-taxation and levy limit regulations, be set as follows:

General Operations	\$ 3,647,068
General, Unallotment Special Levy	0
Certificates of Indebtedness	117,600
Improvement Bonds 2007A	21,704
PERA-Employer Share Increase	50,915
TOTAL LEVY	\$3,837,287

BE IT FURTHER RESOLVED, That the City 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, 2015**, with a final hearing, if necessary, on **Tuesday, December 15, 2015**, at the same time.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: September 22, 2015

Attest:

City Administrator/Clerk-Treasurer

President of the Council

I hereby approve the foregoing resolution this 22nd day of September, 2015.

Mayor

Accounts Payable

Check Register Totals Only



City of East Grand Forks

600 Demers Avenue Northwest
East Grand Forks, Minnesota 56721
(218) 773-2483 www.egf.mn

User: mnelson
Printed: 9/17/2015 - 3:59 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
22465	09/22/2015	TFP001	TF Powers Construction	142,200.00	0
				<u>142,200.00</u>	
Check Total:				<u>142,200.00</u>	