

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 12, 2016 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. North Valley Tax Abatement – Paul Gorte**
- 2. Engineering Services – David Murphy**
- 3. Joint Powers Agreement with DNR – David Murphy**
- 4. Down Town Banner Discussion – David Murphy**
- 5. Request for Office Intern – David Murphy**
- 6. Proposed Changes to Park & Rec Fees – Dave Aker/Mark Dragich**
- 7. Request to Repair Air Handlers – Jason Stordahl**
- 8. MNDOT Agreement – Jason Stordahl**
- 9. Hiring Register – Mike Hedlund**
- 10. 2016 Classic Car Show – Megan Nelson**
- 11. Other**

ADJOURN:

PLEASE SEE NEXT PAGE FOR CLOSED SESSION AGENDA

**AGENDA
OF THE CITY
COUNCIL CLOSED MEETING
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 12, 2015 – Following the Work Session**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

1. Closed Session pursuant to MN Statute 13D.05 Sub 3(a) for evaluate the performance of Patrol Officer Scott Jordheim.

ADJOURN:

Upcoming Meetings:

Regular Council Meeting – Tuesday, April 19, 2016 – 5:00 PM – Council Chambers
Work Session – Tuesday, April 26, 2016 – 5:00 PM – Training Room
Regular Council Meeting – Tuesday, May 3, 2016 – 5:00 PM – Council Chambers
Work Session – Tuesday, May 10, 2016 – 5:00 PM – Training Room

Request for Council Action

Date: May 3, 2016

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: Northern Valley Machine Property Tax Abatement Request

Northern Valley Machine is requesting a \$100,000 abatement of property taxes. The company is acquiring additional property and expanding its operations. The EDA has approved a \$250,000 MIF loan to facilitate the expansion.

The City would fund the abatement from the Border City Enterprise Fund tax credits. There are \$140,548 of credits available for City use to benefit local businesses at this time. Adopted City policy sets a maximum of \$100,000 for tax abatements using Border Cities Enterprise Zone funding, with no more than \$30,000 available in any one year. The request falls within City policy.

A public hearing is required before the resolution approving the credits can be approved. The public hearing is scheduled for the May 3 Council meeting.

Request for Council Action

Date: April 12, 2016

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: Engineering Services.

Background

The Council formed an Engineering Services Study Committee to research what options are available to fill the City's engineering services needs. The Committee has met several times and surveyed several similar sized cities. The Committee has determined that there are four options available to the City of East Grand Forks. The options are as follows:

1. Submit a Request for Proposals (RFP) for contracted Engineering Services similar to what is in place now for a 2-3 year term. Establish an Engineering Services Oversight Committee with representatives identified by Council.
2. Hire an in-house City Engineer who provides oversight to a contracted engineering firm. Each project will be put out for proposals and engineering firms will be hired on a project-by-project basis.
3. Contract with an engineering firm to provide day-to-day engineering needs and to administer and oversee the engineering firm hired by RFP process on a project-by-project basis. The day-to-day engineering firm would be excluded from bidding on the projects.
4. Hire an in-house City Engineer who provides oversight to a contracted engineering firm on a 2-3 year basis while the City transitions to a fully equipped in-house department.

The Committee submitted the proposals in order of feasibility for discussion purposes and does not make a recommendation of one option over the other.

Budget Impact

The Budget Impact is unknown at this time and varies by option. Some preliminary estimates are provided in the City Engineering Services Study packet.

Action Required

Discussion and Direction from Council.

Request for Council Action

Date: April 12, 2016

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: Joint Powers Agreement with DNR.

Background

The State of Minnesota Department of Natural Resources has submitted a proposed contract for the Red River State Recreation Area. The Contract runs from April 2015 to December 31, 2020. The contract is similar to the previous contract.

Budget Impact

Sections 3.1.1 – 3.1.3 of the Contract call for one payment not to exceed \$50,000 on June 30th of each year, another payment not to exceed \$50,000 on July 30th of each year and a final payment on or before December 31st for any balance. The proposed contract states that these payments are to be for actual expenses incurred by the City and are to be supported by invoices, receipts and time logs.

Section 3.2 of the Contract identifies the revenue sharing proposed by the state. The proposal is for 50% excess revenue cost sharing after expenses are deducted. Section 3.2.2.1 outlines what revenues are to be included in the cost sharing calculations and Section 3.2.2.2 outlines what revenues are not to be included.

Action Required

Discussion and Direction from Council.

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Natural Resources, Division of Parks and Trails ("State") and City of East Grand Forks ("City").

Recitals

Under Minnesota Statutes §84.026 and § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of staff to provide operations and maintenance support for the Red River State Recreation Area.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* April 1, 2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties. The City of East Grand Forks, the "City" and the Minnesota Department of Natural Resources, Division of Parks and Trails "State" will cooperatively manage the Red River State Recreation Area. Management of the recreation area will comply with the standards and procedures listed below:

2.1 Management:

- 2.1.1 *Management Team:* The management team will include the City's recreation director and the State's park manager and district 2 recreation operations supervisor.
- 2.1.2 *Supervision:* The park manager will be the State's primary contact for daily maintenance and operations for the recreation area. The park manager will collaborate with and cooperatively manage the recreation area with the City's recreation director.
- 2.1.3 *Operations Oversight:* The State's district two recreation operations supervisor will be responsible for oversight of the recreation area operations. He/she will work with the park manager and the City's recreation director to implement the annual operations plan and budget, to ensure consistency with DNR policies and procedures and to resolve issues.

2.2 Operations:

- 2.2.1 *Operation Review:* Quarterly, the State will meet with the City to review issues and to inspect the grounds, structures and equipment to assure that the level of maintenance and operations is meeting state park standards.
- 2.2.2 *Reports:* The State and the City will be collaborate to provide annual reports that identifies, in detail, all expenditures and revenues collected, enforcement activities and unit accomplishments.
- 2.2.3 *Documents and Files:* Appropriate documents will be maintained by staff for the recreation area. When an accident happens an incident report will be filled out and appropriate documentation made. Time sheets will be maintained on all employees and receipts kept on any expenditures. All files, reports and correspondence generated in regards to operating and maintaining the Red River State Recreation Area are the property of the State.

- 2.2.4 Records for Payment: The City will maintain records of all expenditures for the operation and maintenance of the Red River State Recreation Area.
- 2.2.5 Standards: The Division of Parks and Trails has standards for mowing, garbage collection, cleaning, litter removal, and maintenance that will be required for the city to meet in the management and operations of the Red River State Recreation Area.
- 2.2.6 Nature Store Operations, Firewood and Ice: Nature Store merchandise, firewood, and ice will be acquired and sold in accordance with Division of Parks and Trails guidelines and procedures. Purchases of merchandise, wood, and ice shall be approved by the park manager and shall not be charged against the agreed upon payment to the City for the maintenance and operation of the recreation area. Receipts for sale of merchandise, firewood and ice will be revenue of the State and deposited in the appropriate account.
- 2.2.7 Inventory Control: Inventory of all merchandise and equipment will be documented at the start of the season and audited at closing. The City and State staff will do this inventory control together.
- 2.2.8 Equipment: All equipment that is part of the Department of Natural Resources (DNR) fleet program will be paid directly by the State and considered part of the approved budget for the operations of the unit. All equipment logs will be kept up to date for audit purposes.
- 2.2.9 Fleet and Equipment Utilization: The State and the City shall agree upon equipment to be used in the maintenance and operation of the recreation area. If the equipment used is the property of the state, the City will operate equipment in accordance with procedures stated in the DNR fleet policy and will pay standard fleet charges to the Department of Natural Resources Fleet program. In return, these charges may be reimbursed as costs for the operation of the unit under the operating agreement with DNR Parks. If the equipment used is property of the City, the City may bill that use to DNR as a cost of operating the unit. Those billings will be part of the acceptable expenses for which the City will receive payments, up to the amount approved in the annual budget. Use rates for City equipment will be determined by using the DNR fleet charges for like equipment.
- 2.2.10 Project Funds: The Red River State Recreation Area shall be eligible for project funding (Nature Store funds, bonding, other sources) in the same manner as other parks and recreation areas are eligible for them. The City, through its recreation director and the State, through its park manager will collaborate to submit project proposals. Projects will be submitted through the Division of Parks and Trails District Operations Supervisor where they will be evaluated and prioritized for funding. Funded projects will be in addition to, and not count against, the agreed upon payment to the City for the maintenance and operation of the recreation area.
- 2.2.11 Seasonal Staff: The City will hire the seasonal staff needed to operate and maintain the recreation area. If requested by the State or the City, the park manager will be involved in the interviews and selection of the seasonal staff. Staff will conduct themselves professionally and will comply with the DNR Uniform Policy.
- 2.2.12 Training: Staff will be trained by both the State and the City. State parks will train staff in the reservation system, point of sale, rules and regulations, reporting, guidelines and procedures. Staff will attend State Parks and Trails spring training. The City will be responsible for additional training such as safety procedures, equipment, grounds, and facility maintenance. Training requirements and completion list for employees will be developed cooperatively between the State and the City.
- 2.2.13 Liability for volunteers: The city may recruit and utilize volunteers for duties of the recreation area, at their discretion. Volunteers working at the recreation area, who have completed the DNR volunteer form and been approved by DNR, will be DNR volunteers and DNR will be responsible for worker's compensation and liability related to their use, as long as they are working at tasks and under conditions

that are approved. Volunteers that have not completed DNR forms and who have not been approved by DNR, or are working at tasks or in conditions that have not been approved by DNR, shall be considered as volunteers for the City.

2.2.14 Hours of Operation: The recreation area will be open from 8:00 a.m. to 10:00 p.m. each day. Office hours and staffing levels will be identified as part of the annual budget and staffing plan. The operating season will be identified as part of the annual budget and staffing plan. The City will monitor the unit during the off-season, reporting any problems to the department.

2.2.15 Rules and Regulations: The recreation area will be managed in accordance with the rules and regulations for state parks Chapter 6100.0100 to 6100.2400. Additional restrictions may be added to meet City ordinances and laws.

2.2.16 Fees and Permits: The state park vehicle permits will be required as per M.S. 85.053. All fees and sales must comply with state park procedures and guidelines and be approved by the State. All sales and money must be deposited according to operational procedures and will be audited by the State at the end of the season and periodically throughout the season. All money collected is the revenue of the State of Minnesota.

2.2.17 Special Events: Special events will follow the Department of Natural Resources' special event policy and guidelines. All special events need to be approved by the State.

2.2.18 Public Involvement: The City and the State will coordinate with the community on representing the Red River State Recreation Area during special events, Friends of the Greenway meetings and at the Greenway Recreation Technical meetings.

2.2.19 Natural Disasters: The costs of large-scale damage from flooding, wind storms and other natural disasters will be funded separately from the maintenance and operation funds paid to the City for the Red River State Recreation area. Damage assessment and repair will be the responsibility of State unless otherwise agreed to by the City and DNR. Repairs of disaster damages, which the City may wish to accomplish on behalf of DNR, must be approved by DNR prior to being done.

2.3 Annual Operations Plan and Operating Budget

2.3.1 The management team will develop the annual operations plan and budget by November 30th of each year. The annual operations plan and budget will cover the next calendar year operations.

2.3.2 The annual operations plan and operating budget will be reviewed and approved by the joint powers agreement authorized representatives for the City and the State by December 31st of each year.

2.3.3 The annual operations plan will identify the services and seasons to be provided at the recreation area. It will include maintenance and customer service standards and staffing levels.

2.3.4 The operating budget will include expenses for the operation and maintenance of the recreation area including, but not limited to staffing, equipment, utilities, services and repairs. The budget will include administrative and technical support provided by the State and the City.

2.3.4.1 The budget will identify expenses to be paid by the City and by the State.

2.3.4.2 All budgeted expenses will be reviewed during quarterly operations review and reconciled at the annual budget review.

2.3.5 The budget will include administrative and technical support provided by the State and the City.

2.3.5.1 State expenses:

2.3.5.1.1 Department support including information technology, communications and outreach, business office and human resources, training and safety. Departmental support charges will be calculated at 7 percent of previous year total revenue.

2.3.5.1.2 Facility maintenance assessment (FMA) charges will be based on actual charges assessed for building square footage. (FMA) fees cover the cost of maintenance, repair and rehabilitation of buildings.

- 2.3.5.1.3 Division support including central office and regional office support such as interpretation, resource management, supervision, communications and outreach, marketing, reservation system and revenue reporting and auditing. Division support charges will be calculated at 3 percent of previous year total revenue.
- 2.3.5.1.4 Park manager salary – actual cost based on documented payroll expenses (wages, benefits, unemployment compensation).
- 2.3.5.2 City administrative support expenses that directly support operations and maintenance of the recreation will be calculated as 10 percent of expenses paid by the City.
- 2.3.6 Expenses not included in the annual operating budget approved by the State and City during annual budget development (Section 2.3.4 & 2.3.5); must reviewed and approved in writing by both parties before being authorized expenses.

3 Payment

- 3.1 Expenditure Reimbursement. The State agrees to reimburse the City for the operations and maintenance services provided for the operation of the Red River State Recreation Area based the operating budget as defined in section 2.3. The payments will be made in three installments.
 - 3.1.1 The first payment, not to exceed \$50,000, will be made on June 30 of each year.
 - 3.1.2 The second payment, not to exceed \$50,000 will be paid on July 30, of each year.
 - 3.1.3 The third payment will be paid on or before December 31 of each year. The final payment will be for the balance due for operations and maintenance services provided. All payments must be supported by actual expenditures equal to the amount requested in the reimbursement.
- 3.2 Revenue Sharing. The State agrees to pay the City fifty (50) percent of the net operating revenue based on calendar year revenue. The State will calculate revenue sharing after all expenditure reimbursement requests are approved and paid as provided in section 3.1. The City will submit a separate invoice for revenue sharing payment.
 - 3.2.1 Revenue collection and reporting will be completed using the State's reservation and point of sale system.
 - 3.2.2 Net operating revenue is calculated by subtracting operating budget expenses from eligible revenues.
 - 3.2.2.1 The following fees collected at the recreation area are considered eligible for the purpose of determining revenue sharing: camping fees, camping service charges (electricity, sewer, water); picnic shelter rental fees, daily entrance permit fees, 1 percent of annual entrance permit fees. The percentage of annual entrance fees considered eligible represents the amount the fees represent of the total fees collected by the Division of Parks and Trails.
 - 3.2.2.2 The following fees collected at the recreation area are not considered eligible for the purposes of determining revenue sharing except as listed above: annual entrance permit fees, sales tax, reservation fees, firewood and ice fees, and gift card and souvenir revenue and any other miscellaneous fees.

The total obligation of the State under this agreement will not exceed \$1,250,000.

4 Authorized Representatives

The State's Authorized Representative is Gary Hoefft, Northwest Regional Parks & Trails Manager, 2115 Birchmont Beach Road, Bemidji, Minnesota; 218-308-2652, or his/her successor.
The City's Authorized Representative is David Murphy, City Administrator City of East Grand Forks, Minnesota or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The City may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **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.

- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

In the performance of this contract by the City, or City's agents or employees, the City must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by City's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the City may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this agreement 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 agreement.

8 Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

If the City receives a request to release the data referred to in this Clause, the City must immediately notify the State. The State will give the City instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 **Termination.** The State or the City may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, City certifies that as of the date of services performed on behalf of the State, City and all its subCitys will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. City is responsible for collecting all subCity certifications and may do so utilizing the E-Verify SubCity Certification Form

available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subCity certifications must be kept on file with City and made available to the State upon request.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: Art Kane

Date: 3/17/16

SWIFT Contract No. 17308

2. CITY
By: PO 3-91304

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

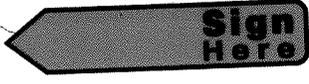
Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By: _____

Date: _____



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

Request for Council Action

Date: April 12, 2016

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: City Administration Intern.

Background

The City Budget has roughly \$6,000 available for an intern. A good candidate has been identified and I am in need of some assistance with the amount of projects and demands on my time that is occurring currently. A copy of Mr. Albert's resume is included with this agenda item.

There have been some recent changes to seasonal/temporary positions due to the Affordable Care Act and PERA regulations. We are working with the League of Minnesota Cities to guarantee that the time worked and pay received does not exceed the allowable limits.

Budget Impact

This is a budgeted item and I will not exceed the 2016 budgeted amount.

Action Required

Move Hiring of a Temporary City Administration Intern to the April 19 City Council Meeting for Approval.

Alexander Albert

Permanent Address: 3857 Kentucky Ave N. Crystal, MN

Current Address: 715 N 42nd St, Grand Forks, ND

612-790-3423

albert.alex11@gmail.com

EDUCATION

- University of North Dakota, Enrolled 2011 Grand Forks, ND
- Double Major in Public Administration and Spanish (Expected graduation date: May, 2016)
 - Minor in Political Science
- Robbinsdale Cooper High School, Graduated 2011 New Hope, MN

WORK EXPERIENCE

- Summer 2015-Present Target
Sales Floor Representative Grand Forks, ND
Push sales with guests, ensure successful completion of all safety policies and procedures, and work as a team to reach daily sales goals.
- Fall 2011-Spring 2015 University of North Dakota
Lab Supervisor Grand Forks, MN
Supervise students in seven labs across three buildings to ensure policies are being followed, fix industrial sized printers, restock and take inventory
- Spring 2014-Fall 2014 Natural Green
Landscape Management Maple Grove, MN
Plan and execute landscape management routes, collaborate with work team to achieve maximum efficiency, manage resources throughout route execution
- Spring 2013-Winter 2014 SuperAmerica
Customer Service Representative Golden Valley, MN
Answer customer questions, cashier duties, restock shelves, take inventory, maintain store cleanliness, and prepare food
- Spring 2012-Summer 2012 Valley Fair
Ride Operator Shakopee, MN
Create staff work and break schedules daily, operate heavy machinery, attend to guest concerns and questions

ACHIEVEMENTS/AWARDS

- Elected President of Kappa Sigma Fraternity, Delta-Mu chapter
- Elected Chief Judiciary Chair for pre-law society
- Elected Vice-President and Scribe of Kappa Sigma Fraternity, Delta-Mu chapter

SKILLS

- Fluent in Spanish
- First Aid, CPR, AED, Oxygen, and Lifeguarding Certifications

Proposed 2016 Summer Park & Recreation Activity fees with new on-line reservation system. New website to accommodate on-line registrations setup through Sport NGIN. Processing fees paid to sport NGIN per registration are 3.1% + \$1.25 per transaction. Fees increased slightly to offset processing fees.

| <u>Activity</u> | <u>2015 Fee</u> | <u>2016 Fee</u> |
|--------------------------|------------------------|------------------------|
| <u>Baseball</u> | | |
| Teeball 5-6 yrs old | \$55.00 | \$60.00 |
| Rookies 7-8 yrs old | \$90.00 | \$95.00 |
| Cal Ripken 9-12 yrs old | \$110.00 | \$120.00 |
| Babe Ruth 13-15 yrs old | \$135.00 | \$145.00 |
| <u>Softball</u> | | |
| Kittens 6-8 yrs old | \$55.00 | \$60.00 |
| Foxes 9-10 yrs old | \$90.00 | \$100.00 |
| 12U 11-12 yrs old | \$110.00 | \$120.00 |
| 15U 13-15 yrs old | \$110.00 | \$120.00 |
| <u>Tennis</u> | | |
| 6-10 yrs old | \$60.00 | \$65.00 |
| 11-18 yrs old | \$100.00 | \$110.00 |
| <u>Playground</u> | | |
| 6 – 10 yrs old | \$60.00 | \$65.00 |

Polk County participants living outside of city limits add \$20 per registration
Any out-of-state participants pay double registration fees

25% Discount off of new fees for participants registering for multiple programs. Past years registrants paid full price for one program and received 50% discount on multiple programs.

Website: www.egfparkandrec.com

Request for Council Action

Date: 4-4-2016

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: Air Handlers-Public Works Shop

Background: There are two air handlers in our Public Works shop area. These air handlers are supposed to exhaust inside air/fumes, and replenish the building with fresh outside air. At this time neither air handler is working properly.

We have requested proposals to repair from the following vendors:

| | |
|-------------------------|---------------------------|
| <u>Johnson Controls</u> | \$14,460 |
| -Eagle Electric | \$3,888 (electrical work) |
| -Total | \$18348 |

R & D sales \$31,700 (includes electrical work)

We have budgeted \$37,700 for building repairs in our Capital Improvements Plan (Building Maintenance Fund), and are requesting authorization to have both air handlers repaired/improved.

Recommendation: Authorize Staff to have Johnson Controls and Eagle Electric repair/improve both air handlers at the Public Works building.

C:\Users\vmnelson\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\KQ64YLF\Air Handlers-Public Works Shop.docx

Proposal

Fargo Service Branch
2320 North 12th Street
Fargo, ND 58109-8250
Phone: 701-232-2609
Fax: 701-280-0787

TO: City of East Grand Forks
1001 2nd Street NE
East Grand Forks, MN 56721
Jeremy King

Date: February 18, 2016
Project: Maintenance Shop Controls
Proposal Ref: Maintenance Shop Controls

We propose to furnish the materials and/or perform the work described below for the net price of \$14,460

FOURTEEN THOUSAND FOUR HUNDRED AND SIXTY DOLLARS

For the above price this proposal includes:

Install new JCI electronic controllers for operation of two Air Handlers in the East Grand Forks Maintenance shop

This includes new damper actuators, heating valve actuators, and sensors for each Air Handler

This proposal includes Carbon Monoxide sensors for both shop areas. These sensors will activate the Air Handlers and associated exhaust fans to properly ventilate the area

This proposal includes new Humidity sensors. These sensors will activate the Air Handlers and associated exhaust fans to ventilate the area

The proposal includes taking control of existing hanging unit heaters and controlling them with the space temp sensors

The new Johnson Controls electronic controllers will have a display so any setpoint adjustment can be made on site.

This proposal includes demo of existing control system. This proposal does not include any electrical material or labor.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Mar 28th, 2016

City Of East Grand Forks

Johnson Controls, Inc.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



PO BOX 637
EAST GRAND FORKS, MN 56721
FAX: (218) 773-2203
EMAIL: eagle1980@midconetwork.com

DATE: 1/26/2016

PREPARED FOR:

City Of E.G.F
Street Department
Attn: Jeremy

RE:

Johnson Controls
Air Intake Systems, CO Detector
Systems and Boiler System Sensors

TERMS:

This quote was prepared by Jody Beauchamp and is guaranteed for a period of 30 days. Payment in full due within 30 days of job completion.

ESTIMATE FOR ELECTRICAL CONSTRUCTION FOR AIR INTAKE SYSTEMS, CO. DET. SYSTEMS AND BOILER SYSTEM SENSORS AS LISTED BELOW:

MAIN SHOP #1:

AIR INTAKE SYSTEM

- Install 1-³/₄" conduit raceway and others supplied low voltage control conductors, from new Johnson Controls equipment to listed equipment below:
 1. Boiler Hydronic valve
 2. Outside Air Damper
 3. Mixed Air Sensor
 4. Discharge Air Sensor
 5. Intake Air Damper
- Install 1-3/4" conduit raceway and other supplied low voltage control conductors from new Johnson Control equipment to 2nd floor MCC room controller for communications between systems
- Demo existing low voltage control wiring and electrical actuator motors of existing air system

MAIN SHOP #1 & #2 CO Detector System

- Install 1-3/4" conduit raceway and other supplied low voltage control conductors from new detector control unit in shop area to air handler controller in each shop
- Install 1-3/4" conduit raceway and other supplied low voltage control conductors from new detector control unit to air handler motor starter in 2nd floor MCC room

BOILER SYSTEM OUTDOOR SENSOR

- Install 1-1/2" conduit raceway and other supplied low voltage control conductors from 2nd floor boiler room to new Johnson Control equipment in Shop #1 and #2

SHOP #2:

AIR INTAKE SYSTEM

- Install 1-3/4" conduit raceway and others supplied low voltage control conductors, from new Johnson Controls equipment to listed equipment below:
 1. Boiler Hydronic valve
 2. Outside Air Damper
 3. Mixed Air Sensor
 4. Discharge Air Sensor
 5. Intake Air Damper
- Install 1-3/4" conduit raceway and other supplied low voltage control conductors from new Johnson Control equipment to 2nd floor MCC room controller for communications between systems
- Demo existing low voltage control wiring and electrical actuator motors of existing air system

NOTES

- All electrical construction as listed above will be completed on a time and material basis
- Provide additional branch circuits extended from service equipment to supply new equipment, as necessary
- Any additions or subtractions to the scope of work as listed above will be completed on a time and material basis
- The finding and repair of any non-code compliant electrical wiring concealed throughout the areas of construction will be completed on a time and material basis
- Wiring Certificate and all inspections required by the State Electrical Board included in bid price

Budgetary estimated cost for work as described above

\$ 3,888.00

Thank you.....Jody Beauchamp



Date: 3-23-16
16-EGF_CityShop-2

TO: City Shop
East Grand Forks, MN
FOR: Jeremy King
RE: City Shop Controls Upgrade

Office AHU-1:

- 1) Supply and install new Alerton Controller.
- 2) Supply and install new temperature sensors DAT, MAT, RAT.
- 3) Supply and install new Microset II wall stat/sensor.
- 4) Supply and install new network cabling.
- 5) Provide control logic program and screen graphics.

MAU-1:

- 1) Supply and install new Alerton Controller.
- 2) Supply and install new temperature sensors DAT, MAT.
- 3) Supply and install new wall plate area temperature sensor.
- 4) Supply and install new Damper Actuator
- 5) Supply and install new 3-way Control Valve
- 6) Supply and install new network cabling.
- 7) Provide control logic program and screen graphics.

MAU-2:

- 1) Supply and install new Alerton Controller.
- 2) Supply and install new temperature sensors DAT, MAT.
- 3) Supply and install new wall plate area temperature sensor.
- 4) Supply and install new wall mounted RH sensor.
- 5) Supply and install new Damper Actuator
- 6) Supply and install new 3-way Control Valve
- 7) Supply and install new network cabling.
- 8) Provide control logic program w/dehumidification and screen graphics.

PRV's:

- 1) Supply and install new Alerton Controller.
- 2) Supply and install new control relays.
- 3) Supply and install new network cabling.
- 4) Provide control logic program w/dehumidification and screen graphics.

Boiler Controls:

- 1) Supply and install new Alerton Controller.
- 2) Supply and install new temperature sensors HWS/HWR for each boiler.
- 3) Supply and install new outside air temperature sensor.
- 4) Supply and install new Pump Enable Relays
- 5) Supply and install new Pump Proof CT's
- 6) Supply and install new network cabling.
- 7) Provide control logic program and screen graphics.

Gas Monitors:

- 1) Supply and install four (4) new E3Point CO Bacnet Gas Detectors.
- 2) Supply and install four (4) new E3Point NO2 Bacnet Gas Detectors.
- 3) Supply and install new network and power cabling.
- 4) Provide control logic program and screen graphics.

Global Controller (BAS):

- 1) Supply and install new Alerton Bacnet Global controller (ACM) w/enclosure.
- 2) Supply and install new BAS Server.
- 3) Supply Alerton Compass, web-based graphics software w/Visio logic developer.
- 4) Supply USB memory stick for project backup storage media.
- 5) Supply and install UPS power backup for Compass server/ACM Global Controller
- 6) Supply and install Ethernet switch
- 7) Supply transformers and power supplies.
- 8) Provide screen graphics, trendlogs, alarm handlers, schedules, access credentials, remote access.

Base Bid Total: \$31,700.00 (removed from bid)

Extra Items:

- 1) Side stream filter system w/flow meters for each boiler system
ADD: \$2,211.00

- 2) Upgrade to MSA UltimaXA, CO and NO2 gas detectors.
ADD: \$9,625.00
Sensor Exchange Program: 1 Exchange \$1780/year plus freight
Sensor Exchange Program: 2 Exchange \$2980/year plus freight

Note:

Alerton Compass BAS will need three LAN IP address w/internet access.

Delivery: (at time of quote): 6 week lead time from delivery of PO

Terms: Net 30 days

Respectfully submitted,



Rocky C. Scheving **R&D Sales Inc.**

Request for Council Action

Date: 4-6-2016

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: MNDOT Master Partnership Agreement

Background:

For many years the City has removed snow and ice for MNDOT, from the roadways of Demers Ave and Business Highway 2. Every few years the City renews their “maintenance agreement” with the State, so that we can receive funds for our services.

MNDOT is asking the City to enter into a new “maintenance agreement” (see enclosed) this year. If the City approves the agreement it would be effective as soon as all signatures are obtained, and would expire the summer of 2017.

Recommendation: Approve the State of Minnesota’s Master Partnership Contract (MnDOT agreement No 02218).

X the appropriate line
 Payable by State X
 Receivable by State _____

**STATE OF MINNESOTA
 WORK ORDER UNDER
 MASTER PARTNERSHIP CONTRACT**

| | | | |
|--------------------------------|---|----------------------------|-----------------------|
| State Project (SP): | N/A | Trunk Highway (TH): | Business T.H.2 |
| Project Identification: | Routine maintenance on portions of MnDOT Trunk Highways within the City Limits of the City of East Grand Forks. | | |

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 02218 between the state of Minnesota acting through its Commissioner of Transportation (“State”) and the City of East Grand Forks, a political subdivision of the State of Minnesota (“Local Government”) and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

Work Order Contract

Article 1 Term of Work Order Contract; Incorporation of Exhibits:

- 1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency’s Authorized Representative.
- 1.2 Expiration date: This Work Order Contract will expire on June 30, 2017 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit A attached and incorporated into this Work Order Contract.

Article 2 Nature of Work; Requesting and Providing Party:

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
 _____ Construction Administration
 _____ Emergency Services
 _____ Professional/Technical Services
 X Roadway Maintenance
- 2.2 X the blanks below to indicate which party is the “Requesting Party” and which party is the “Providing Party”.
 2.2.1 The Requesting Party is: X State _____ Local Government
 2.2.2 The Providing Party is: _____ State X Local Government

Article 3 Scope of Work:

- 3.1 The City will perform routine maintenance of the following portions of the trunk highway system within the Corporate City limits:
 - a. On Business Trunk Highway No. 2 from the North Dakota – Minnesota State Line northeasterly and southeasterly to 5th Avenue Northeast, a total distance of 0.93 miles consisting of 1.86 lane

miles and a continuous center left turn lane from the North Dakota – Minnesota State line to 2nd Avenue Northeast for a distance of 0.66 miles for a grand total of 2.53 lane miles under Control Sections 6001 and 6015.

- 3.2 The fee set forth below is calculated by multiplying the City of East Grand Fork’s maintenance rate by the number of lane miles (2.53) comprised of the description in Article 3.1.a. The maintenance rate charged by the City of East Grand Forks is shown in Article 5.1 below.
- 3.3 The Providing Party will perform work in accordance with the “Standard Terms” contained in Exhibit A.

Article 4 Deliverables by the Providing Party:

- 4.1 Deliverables are the work products created or supplied by the Providing Party pursuant to the terms of this Work Order. The detailed summary of the deliverables for this work order are as follows:

| Deliverable | Description | Due Date |
|---------------------|--|-----------------|
| Labor and Equipment | Snow and Ice Removal | As needed |
| Labor and Equipment | All necessary preventative maintenance, such as proper and timely crack sealing of the surface, restoration of utility openings, and all necessary patching of the roadbed. | As needed |
| Labor and Equipment | Maintain the roadside vegetation and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control according to Minnesota Statutes § 160.23. | As needed |
| Labor and Equipment | Keep the traveled roadway free and clear of ice, snow, litter, debris, and any other foreign matter of any nature. | As needed |

Article 5 Consideration of Payment:

- 5.1 The State’s payment to the City for this work performed will be based on the number of lane miles times the dollar value to be paid per lane mile per Fiscal Year. The Fiscal Years for the state are July 1 through June 30. The Requesting Party will pay for all services performed by the Providing Party on a lump sum cost reimbursement basis as follows:

| Description | Calculation | Cost |
|--|--|-------------|
| Routine Maintenance for FY 2016 | 2.53 lane miles x \$3,330.89 per lane mile | \$8,427.15 |
| Routine Maintenance for FY 2017 | 2.53 lane miles x \$3,430.81 per lane mile | \$8,679.96 |
| MnDOT's Total Obligation: | | \$17,107.11 |

Article 6 Terms of Payment:

- 6.1 The Requesting Party will pay the Providing Party upon receipt and approval of an invoice for eligible costs. The Providing Party will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. Upon request of the Requesting Party, the Providing Party must provide documentation showing the actual costs incurred.

Invoices will be submitted to:

Name: Joel Leas
 Title: Transportation Materials Supervisor
 Name of Local Government: Minnesota Department of Transportation
 Street Address: 1320 Sunflower Street
 City, State Zip: Crookston, MN. 56716
 Phone: 218-277-7956

Article 7 Local Government’s Project Manager:

7.1 The Local Government’s Project Manager for this Work Order is:

Name: David Murphy (or successor)
Title: City Administrator
Name of Local Government: City of East Grand Forks
Street Address: City Hall, 600 DeMers Avenue
City, State Zip: East Grand Forks, Mn. 56521
Phone: 218-773-2483
Email Address: dmurphy@egf.mn

7.2 The Local Government ’s Project Manager for this Work Order is responsible for overseeing the Local Government ’s fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 8 State’s Project Manager:

8.1 The State’s Project Manager, for this Work Order is:

Name: David Larson
Title: District 2 Southwest Subarea Supervisor
Name of Local Government: MnDOT
Street Address: 1320 Sunflower Street
City, State Zip: Crookston, MN. 56716
Phone: 218-277-7956
Email Address: david.a.larson@state.mn.us

8.2 The State’s Project Manager is responsible for overseeing the State’s fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 9 Termination.

9.1 Termination by the State or Local Government. The Local Government, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days’ written notice to the other Party. Upon termination, the Providing Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

9.2 Termination for Insufficient Funding. If the State is the Requesting Party, The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State’s receiving that notice.

Article 10 Additional Provisions

None

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

LOCAL GOVERNMENT

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

By: _____

Title: _____

Date _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: District Engineer

Date _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT
Contract # _____

SWIFT
PO # _____

COMMISSIONER OF ADMINISTRATION

By: _____

Title: _____

Date _____

EXHIBIT A – STANDARD TERMS

1. The Providing Party will perform roadway maintenance in accordance with the specifications and guidelines in the current “MnDOT Maintenance Manual”
2. Unless otherwise provided in this Work Order, the Providing Party is not required to perform extraordinary maintenance or reconstruction. The Providing Party should notify the Requesting Party immediately if it becomes aware of any maintenance, not covered by this Work Order that should be addressed immediately to prevent the risk of serious injury to the public.
3. The Providing Party will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

Request for Council Action

Date: 03/21/2016

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

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Police Officer Hiring Request – Request to Start a New Hiring Register

Background: The East Grand Forks Police Department is requesting permission to start a new hiring process. While we do not currently have any openings we are projecting that we may have an opening in the relatively near future and we would like to minimize the amount of time that we are below full-strength by starting a new process. We would like to begin the process in the near future with a testing date in late Spring/early Summer 2015.

Recommendations: That the East Grand Forks City Council approve the start of a new hiring process/register.

Enclosures: None



City of East Grand Forks

600 DeMers Ave · P.O. Box 373 · East Grand Forks, MN 56721
218-773-2483 · 218-773-9728 fax www.eastgrandforks.net

APPLICATION FOR SPECIAL EVENT

License Fee: _____

| Organization Information | | | |
|---|--|---------------------------|-----------------|
| <u>EAST SIDE RIDES CLASSIC CAR CLUB</u> | | <u>701-330-0526</u> | |
| Organization Name | | Organization Phone Number | |
| <u>2543 ST. ANDREWS DRIVE</u> | | <u>E. GRAND FORKS</u> | <u>MN 56721</u> |
| Organization Address | | City | State Zip |

| Applicant Information | | | |
|-----------------------|--|------------------------|-----------|
| <u>CHAD FROST</u> | | <u>701-330-0526</u> | |
| Applicant Name | | Applicant Phone Number | |
| <u>'' ''</u> | | <u>''</u> | <u>''</u> |
| Applicant Address | | City | State Zip |

| Special Event Information | | |
|--|----------------|----------------|
| <u>EVERY WEDNESDAY</u> | <u>5:30 PM</u> | <u>8:00 PM</u> |
| Date of Event | Start Time | End Time |
| <u>WEEKLY SUMMER CAR SHOW TO ALLOW EGF/GE CLASSIC CAR OWNERS TO SHOW THEIR AUTOMOBILES TO THE PUBLIC</u> | | |
| Explanation of Event | | |
| Route/Area of Event (include map) | | |
| <u>PUBLIC PARKING ; WEST SIDE OF DEMERS AVE ON THE WEST SIDE OF DYKE ; PARKING RESERVED FOR CLASSIC CARS</u> | | |
| Special Requests (Staff, Road Closures, Etc) | | |

I hereby certify that I have completely filled out the entire above application, together and that the application is true, correct, and accurate.

Chad Frost
Signature of Applicant

4/5/16
Date

CHAD R FROST
Print Name

CLUB PRESIDENT
Title

**East Side Rides Car Club Weekly Show Proposal
to the City Council of East Grand Forks, MN
4/5/2016**

Purpose: The East Side Rides Car Club would like to have a weekly car show in the back lot of the Blue Moose nearest their summer decks. The City of Grand Forks has two such weekly showings at the Culver's parking lot (Tuesdays) and the El Roco parking lot (Thursdays) and our car club would like to initiate the same type of set up in the EGF boardwalk area. The club would be able to show the cars to the public and enjoy the amenities and businesses of the EGF business district and the businesses would enjoy more traffic due to the showing of these classic automobiles during mid-week. The show is free of charge and members will supply the vehicles for the weekly showing. The East Side Car Club reserves the right to petition for new membership during this event and minimal club advertising will be utilized (Flyers or side walk removable signs).

Main Club Contacts: Chad Frost, Club President (701-330-0526); Kevan Rusk, Club VP (701-330-0887)

Request: The East Side Rides Classic Car club under city approval, sections off, free of charge, 24 parking spots per the map below every Wednesday from 5:30PM to 8:00PM for the show. The first show is planned for Wednesday, May 4th and the shows will end on September 7th, 2016.

Partnerships: 1) We have had preliminary discussions with all the businesses facing this city street and all have given their approval; 2) The City would partner with us to increase traffic for the downtown business area and campgrounds during the middle of the week in the summer and it would provide the benefit of a safe location for the Club members, who are primarily EGF residents, to show their vehicles and interact with other like collectors in the community.

