

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 26, 2016 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Downtown Development Association – Stacey Majkrzak**
- 2. Midwest Figure Skating Competition – Katie Boespflug**
- 3. LRIP Grant Information – Greg Boppre**
- 4. Request to File Plans & Specifications for 16AJ1 Street & Bike Path Improvements – Steve Emery**
- 5. Water Service for Interconnect Lift Station – Jason Stordahl**
- 6. Flying Field Site Agreement – Tom Stennes**
- 7. Request to Approve the Purchase of Mobile Data Computers – Mike Hedlund**
- 8. Greenway Project Request – Mike Pokrzywinski**
- 9. Request to Use City Property Discussion – Megan Nelson**
- 10. Other**

ADJOURN:

Upcoming Meetings

Regular Council Meeting – Tuesday, May 3, 2016 – Council Chambers
Work Session – Tuesday, May 10, 2016 – Training Room
Regular Council Meeting – Tuesday, May 17, 2016 – Council Chambers
Work Session – Tuesday, May 24, 2016 – Training Room

The Northern Lights Figure Skating Club (NLFSC) is beyond thrilled to announce we will be hosting the Midwestern/Pacific Synchronized Skating Championships January 25-27, 2017 at the Ralph Engelstad Arena.

The Northern Lights Figure Skating Club does have some experience hosting a competition of this magnitude. In 2003 the club was the host of Midwestern Synchronized Skating Championships which brought roughly 100 synchronized skating teams to the community. Since that competition the USFSA went through some restructuring and combined the Midwestern region and the Pacific region, as a result we anticipate bringing over 200 teams attending the competition. The skaters will range in age from 5 years old to 80 years old. In addition to the hundreds of skaters there will be over 35 national figure skating officials working and judging the competition. The competition consists of 14 different team categories of which 9 of the categories qualify the three top scoring teams to advance to the National Synchronized Skating Championship and then onto the World Synchronized Skating Championship. Synchronized skating is a growing sport and is on the docket to be voted into the Winter Olympics.

Last January the Midwestern/Pacific Synchronized Skating Championships was held in Portland, OR. When the location of the 2016 competition was made public the NLFSC collectively made the decision to participate in the competition know it would require additional fundraising for the team. The Metallites, NLFSC's oldest team, competed in the non-qualifying open-juvenile category. The girl's hard work and dedication earned them the highest honor in their category as they were named the Midwestern/Pacific Synchronized Skating Champions!!

The NLFSC put in a bid with the US Figure Skating Organization in May of 2015 and was awarded the bid over eleven other potential clubs. As part of the bid process the club was required to provide specific information including, but not limited to; occupancy of the competition arena, hotel rooms, flights, etc. Host clubs must assure they can provide a venue with a spectator capacity of 4,000. The NLFSC met with the Ralph Engelstad Arena and were able to secure both the Main Arena and the Olympic Arena for official practice and the competition. In addition to the main competition teams requiring unofficial practice ice for their teams. The NLFSC plan to run unofficial practice ice at the Civic Center and the VFW Arena with the PurPur and Gambucci as back up.

The goal is to manage the competition mainly through volunteers. The NLFSC is confident in their abilities because of their experience with running local competitions and their understanding of what required of the volunteers to deliver a successful competition. The NLFSC has had an overwhelming wonderful response from the community, surrounding communities, and the Grand Forks Convention and Visitors Bureau. The competition has the potential of bringing hundreds of people to the community.

The NLFSC is hoping during our welcoming ceremonies, we can have the representation from the city council there and the mayor to speak on behalf of our wonderful city and to welcome people to our community. Officials that were here in 2003 were thrilled to return to East Grand Forks and asked if "Whitey's still had good Walleye" and "can we go to Cabelas".

The logo design is reflective of the perseverance of our community as we celebrate 20th Anniversary of the flood in 2017. The logo was chosen as a reminder of what wonderful a community we are part of and how we were brought together stronger than ever.



Insight into the logo design...

While at first glance, the logo may appear to pay homage to the host cities of East Grand Forks, Minnesota and Grand Forks, North Dakota, the images present in the logo were specifically selected to capture the character shared between the host cities and the teams competing at the 2017 Midwest Pacific Coast Synchronized Skating Section Championships.

It is said character is defined by historical events. The 1997 Red River flooding of the cities of Grand Forks and East Grand Forks is quite possibly the single most defining historical event for the cities and the people of the two communities. It was a time in the history when the cities were flooded, homes and businesses were destroyed and entire communities were evacuated, not knowing when or what they would come home to.

With the future unknown, it was not the effects of the natural disaster that defined the communities, it was the way in which the communities responded that defined them. Through support, perseverance and sheer will, they rebuilt that was destroyed and are now bigger and stronger than they were twenty years ago.

It is the same character traits instrumental in shaping the new Grand Cities that can be found in our successful synchro teams. It is for this reason, iconic symbols synonymous with the Grand Cities flooding and the recovery were chosen for this logo.

While looking at the logo, know that the red and blue represent the blood, sweat and tears that go into accomplishing a goal which at times can seem unsurmountable. The Surley Bridge (one of the last bridges to close during the 97 flooding) signifies the strength of the skaters as they move from one starting point to their ultimate goal. The flood memorial monument symbolizes the perseverance of the individuals coming together to accomplish the cohesiveness as a team and to serve as a reminder of their past and how instrumental it is in shaping their present and future.

Whatever the future holds for these skaters, one thing is for sure, much like the communities of the Grand Cities, their experiences during the 2017 Midwestern Pacific Coast Synchronized Skating Section Championships, were influenced by what occurred in their past and will help shape who they will become. We wish them all the best.

Request for Council Action

Date: April 21, 2016

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: Greg Boppre, P.E.

RE: 2015 City Project No. 4 – Curb, Gutter and Paving

Background:

The City of East Grand Forks will need to enter into a grant agreement with MnDOT for the above referenced project. Therefore, please find attached the following:

- 1) Memo from MnDOT approving the funding for the project and proceeding with the agreement.
- 2) Two (2) copies of the Local Road Improvement Program (LRIP) Grant Agreement
- 3) The City will need to execute Exhibit C, “Bond Financed Property Certification”
- 4) The City will need to pass a Resolution for exhibit E – “Grantee Resolution Approving Grant Agreement”

The total of the grant agreement is \$366,957.48, because the bids came in under budget, we convinced MnDOT, to include the 10% contingency in the award, which they typically do not.

Recommendation:

Approve the Grant Agreement and give WSN the approval to forward the agreement to MnDOT

Documentation:

Please see attached



MEMO

State Aid for Local Transportation Division
Mail Stop 215, 5th Floor
395 John Ireland Boulevard
St. Paul, MN 55155-1899

Fax: 651 366-4880

April 8, 2016

Greg Boppre
East Grand Forks City Engineer

Re: SAP 119-110-008 and 119-102-010 Encumbrance Letter.

Based on the Abstract of Bids for the project listed above funding has been approved as follows:

	SAP 119-110-008
\$235,509.50	LRIP Funds – Acct#270
	SAP 119-102-010
<u>131,447.97</u>	LRIP Funds – Acct#270
\$366,957.47	Total

The State Transportation Fund Grant Agreement needs to be prepared with a resolution inserted. The resolution must state the amount of the grant, the project number as listed above, and agree to pay any costs in excess of this grant.

Your MnDOT Agreement Number, provided in the initial funding letter, should be referenced in the upper right hand corner of this grant agreement. Submit two original copies of the grant agreement for approval to Patti Loken, M.S. 500 at the above address. The template for the agreement and a sample resolution can be found on the State Aid website under Programs/Bridge Programs/Local Bridge Replacement Program. <http://www.dot.state.mn.us/stateaid/local-bridge-replacement-program.html>. No bond funding can be paid to you until the agreement is executed.

Thank you.

Sincerely,

Sandra Martinez
State Aid Finance

cc: DSAE
Patti Loken, State Aid Programs Engineer
File

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2014 Chapter 294 - H.F. 2490. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date the State obtains all required signatures under Minnesota Statutes §16 C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

City of East Grand Forks
600 Demers Ave
East Grand Forks, MN 56721
Contact: Mr. David Murphy 218-773-2483 or dmurphy@egf.mn

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP 119-102-010	\$131,447.97	\$29,874.53	February 1, 2017
SAP 119-110-008	\$235,509.51	\$53,524.88	February 1, 2017

3. Total Amount of LRIP Grant for all projects under this Agreement: \$366,957.48
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Completion Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

Revised: 7/9/2015

5. Additional requirements, if any:

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: _____

Title: MAYOR

Date: _____

By: _____

Title: City Administrator

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Programs Engineer

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____

Contract Administrator

Date: _____

EXHIBIT B

PROJECT COMPLETION SCHEDULE

(Provide for enough time to final the project through the MnDOT state aid pay request process.)

The construction completion date is August 15, 2016, therefore the project completion schedule will be February 1, 2017.

Revised: 6/18/15

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Polk, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20__; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20__

[name of Public Entity grantee], a political subdivision of the State of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Revised: 6/18/15

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

Revised: 6/18/15



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

218.773.1185
218.773.3348
EastGrandForks@wsn.us.com

WidsethSmithNolting.com

December 29, 2014

Ms. Patti Loken
State Aid Division
Transportation Building
395 John Ireland Blvd.
Mail Stop 500
St. Paul, MN 55155

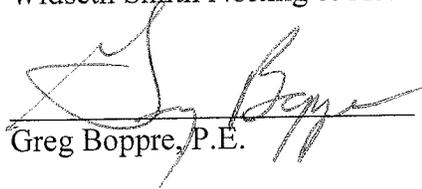
RE: LRIP Application
East Grand Forks, MN

Dear Patti:

Enclosed please find the LRIP Application for the City of East Grand Forks.

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

Respectfully yours,
Widseth Smith Nolting & Associates, Inc.


Greg Boppre, P.E.

GB:kmu

c.c. David Murphy, City Administrator
Jason Stordahl, Public Works Director
Karla Anderson, Finance Director
Nancy Ellis, Community Development Director
Steve Emery, WSN

**Local Road Improvement Program Solicitation
2014 Application Form**



MnDOT / State Aid for Local Transportation
395 John Ireland Blvd, MS 500
St. Paul, MN 55155

Contact

Agency:

First Name: Last Name:

Address: City:

State: Phone Num: E-mail:

County Sponsor (if applicable):

Project Location

Road Authority Road Authority Name

Route: MnDOT District

County: City/Township

Project limits (Termini)

From Mile Post: To Mile Post: Length (mi):

Beg. Desc. Loc. End. Desc. Loc.

Description

Brief Description of the Project:

The City is constructing a new lift station in the SW corner of the intersection of 5th Ave NE and 10th Street NE and this work will involve new utility work in this intersection. The existing profile has a grade raise to match the existing railroad tracks, which now have been abandoned. Therefore, this project will consist of removing the existing concrete, removing the existing clay and installing new concrete, curb and gutter and landscaping.

Is your project on a route of regional significance? (check all that apply)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Farm to Market artery | <input checked="" type="checkbox"/> Part of a 10-ton route system |
| <input type="checkbox"/> Part of an economic development plan | <input type="checkbox"/> Serves as a regional tourist destination |
| <input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road | <input checked="" type="checkbox"/> Is a connection to the IRC system, trunk highway or a county road |

Project's contribution to other local regional, or state economic developments or redevelopment efforts:

The improvements on 5th Avenue NE, will improve the flow of traffic to American Crystal Sugar Company. The improvements will allow for a smooth and safer transition off U.S. T.H. #2, along 5th Avenue to American Crystal Sugar Company

**Local Road Improvement Program Solicitation
2014 Application Form**



MnDOT/ State Aid for Local Transportation
395 John Ireland Blvd, MS 500
St. Paul, MN 55155

Description

Identify the transportation deficiency that the project will address and the proposed safety or engineering strategy.

The proposed improvements will allow for a greater site distance along 5th Avenue NE, especially with a City owned facility nearby and the potential for heavy commercial trucks to be able to stop in a safe manner. The existing roadway has a 5' grade raise, which matched the railroad tracks, which are no longer in service.
The proposed improvements will lower the existing profile for approximately 192', to match the existing profile of the remaining portion of 5th Avenue NE.

The engineering strategy in the Minnesota Strategic Highway Safety Plan that this project aligns with is the "Make low cost geometric improvements at intersections", which include improving site distance at intersections.

Project Readiness

Construction Year (select one)

Does the project have any historical/archeological impacts?

No Yes, Describe:

What is the project development status?

Design work has not started Design in progress Plans have been approved

What is the Right-Of-Way status on the project?

No R/W needed R/W needed but not yet acquired

Cost

Project funding sources:

Federal	State Aid	Local/Other	LRIP	Total Cost
<input type="text"/>	<input type="text" value="100.00"/>	<input type="text"/>	<input type="text" value="553.00"/>	<input type="text" value="653.00"/>

For Internal Use Only

District State Aid Engineer Signature - Review and Approval

Date

RESOLUTION NO. 14 – 12 - 112

Council Member Grassel, supported by Council Member Olstad, introduced the following resolution and moved its adoption:

WHEREAS, the City of East Grand Forks would like to remove the railroad tracks and lower 5th Avenue NE,

WHEREAS, MNDOT is accepting applications for their 2014-2015 Local Road Improvement Program,

WHEREAS, the City Engineers have prepared the application to submit to MNDOT for the project on 5th Avenue NE;

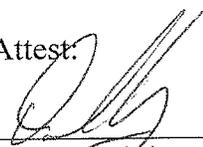
NOW THEREFORE BE IT RESOLVED that the City Council of the City of East Grand Forks, Minnesota authorizes the City Engineers to submit the application to the MNDOT 2014-2015 Local Road Improvement Program for repair work to 5th Avenue NE.

Voting Aye: Grassel, Vetter, Helms, Buckalew, Tweten, Olstad, and Leigh.
Voting Nay: None.
Absent: None.

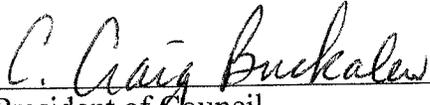
The President declared the resolution passed.

Passed: December 16, 2014

Attest:

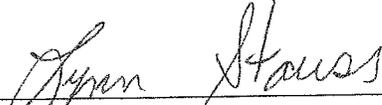


City Administrator

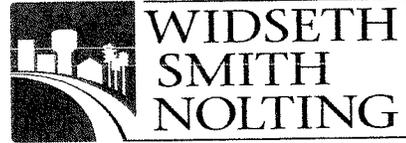


President of Council

I hereby approve the foregoing resolution this 16th Day of December, 2014.



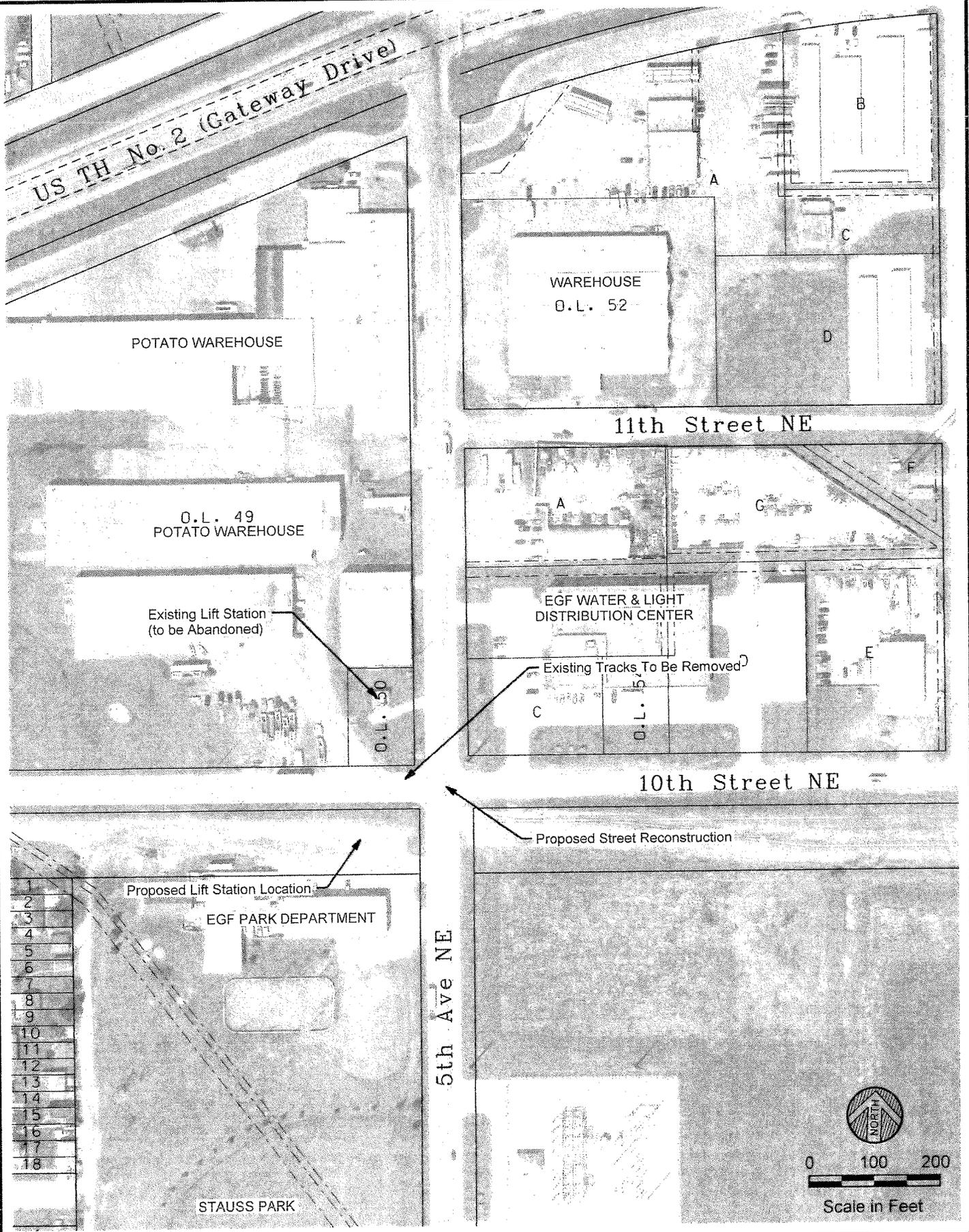
Mayor



**STREET RECONSTRUCTION
5th Ave NE and 10th Street NE
EAST GRAND FORKS**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
2021.501	Mobilization	LS	1	\$5,000.00	\$5,000.00
2104.501	Remove Curb and Gutter	LF	825	\$5.00	\$4,125.00
2104.505	Remove Concrete Pavement	SY	2320	\$6.00	\$13,920.00
2104.505	Remove Concrete Driveway Pavement	SY	100	\$6.00	\$600.00
2104.509	Remove Casting	EA	5	\$500.00	\$2,500.00
2104.511	Sawing Concrete Pavement (Full Depth)	LF	200	\$7.00	\$1,400.00
2105.501	Common Excavation (P)	CY	8000	\$8.00	\$64,000.00
2105.525	Topsail Borrow (LV)	CY	150	\$40.00	\$6,000.00
2105.604	Geogrid	SY	2600	\$4.00	\$10,400.00
2112.604	Subgrade Preparation	SY	2600	\$4.00	\$10,400.00
2211.607	Aggregate Base(10")	CY	800	\$35.00	\$28,000.00
2301.529	Reinforcement Bars (Epoxy Coated)	LB	1000	\$3.00	\$3,000.00
2301.604	Concrete Pavement 9.0"	SY	2400	\$60.00	\$144,000.00
2502.541	4" Perforated Drain Tile	LF	960	\$3.00	\$2,880.00
2503.511	18" RCP Storm Sewer	LF	300	\$60.00	\$18,000.00
2504.602	Adjust Gate Valve & Box	EA	5	\$300.00	\$1,500.00
2506.516	Casting Assembly, Type A	EA	4	\$1,000.00	\$4,000.00
2506.516	Casting Assembly Type C	EA	3	\$1,200.00	\$3,600.00
2506.602	Install Catch Basin	EA	4	\$3,000.00	\$12,000.00
2506.603	Construct Storm Manhole (48")	LF	40	\$250.00	\$10,000.00
2521.501	4" Concrete Sidewalk	SF	1000	\$5.00	\$5,000.00
2531.501	Concrete Curb and Gutter, Design B624	LF	825	\$20.00	\$16,500.00
2531.507	6" Concrete Driveway Pavement	SY	100	\$50.00	\$5,000.00
2563.601	Traffic Control	LS	1	\$5,000.00	\$5,000.00
2573.530	Storm Drain inlet Protection	EA	4	\$100.00	\$400.00
2575.501	Seeding	SY	2200	\$2.00	\$4,400.00
2582.502	4" Broken Line White - Epoxy	LF	300	\$4.00	\$1,200.00
2582.601	Traffic Enhancements	LS	1	\$20,000.00	\$20,000.00
2545.601	Electrical relocations	LS	1	\$100,000.00	\$100,000.00
TOTAL CONSTRUCTION COST					\$502,825.00
Engineering – Plans/Specifications					\$60,339.00
Engineering – Stake/Inspection					\$40,226.00
Administration					\$15,084.75
Legal					\$10,056.50
Contingencies					\$25,141.25
TOTAL					\$653,672.50

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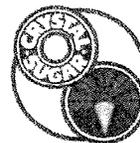


Engineering
 Architecture
 Surveying
 Environmental

DATE 11/21/14
 SCALE As Shown
 DRAWN BY MBA
 CHECKED BY GLB
 JOB NUMBER 26706G0028.014

Street Reconstruction
 5th Avenue NE & 10th Street NE
 East Grand Forks, Minnesota
Project Area Map

SHEET NO
P-1
 1 OF 1



American Crystal
Sugar Company

American Crystal Sugar Company
Cory Kritzberger
1020 Business Highway 2
East Grand Forks, MN 56721

December 8, 2014

David Murphy
City Administrator
East Grand Forks, MN 56721

Dear Mr. Murphy,

I have recently spoken to Greg Boppre concerning the possibility of removing the old railroad crossing on 5th Avenue and improving the height of the roadway. Greg mentioned grant money may be available and a letter of recommendation from ACSC may help the chances of receiving grant money. ACSC would highly recommend and fully support the removal of the old railroad crossing and I feel strongly this improvement would greatly improve the flow of truck traffic during sugarbeet harvest and throughout the beet hauling campaign into the East Grand Forks sugarbeet factory.

The safety aspect of this potential project would also be greatly enhanced. Removal of the old railroad crossing would eliminate truck traffic from slowing down for the current rough tracks and would also eliminate much of the mud and ice debris that accumulate in this area. This improvement would surely benefit all citizens that use 5th Avenue.

Thank you for the opportunity to promote this potential project!

Sincerely,

A handwritten signature in black ink, appearing to read "Cory Kritzberger".

Cory Kritzberger
Ag Operations Manager, ACSC
ckritzbe@crystalsugar.com
701-430-2227



December 8, 2014

Mr. David Murphy
City Administrator
East Grand Forks, MN 56721

Re: Removal of railroad crossing on Fifth Avenue

Dear Mr. Murphy:

Transystems endorses the removal of the abandoned railroad crossing on Fifth Avenue in East Grand Forks.

Removal of the crossing would improve traffic circulation and safety. When vehicles slow to cross the tracks there is increased risk of collisions. Moreover, the rough crossing vibrates vehicles and causes them to shed built ice and snow at that location.

Transystems would appreciate your support of this improvement project.

Transystems Services

A handwritten signature in black ink, appearing to read "Troy Carl", is written over the printed name.

Troy Carl
Vice President and General Manager
Red River Valley Division



Ryan's LLP
425 Gateway Dr NE
East Grand Forks, MN 56721

City of East Grand Forks
600 Demers Ave
East Grand Forks, MN 56721

To Whom it May Concern:

Campbell's/Ryan's LLP releases the railroad track on the intersection of 5th Avenue and 10th Street to be taken out.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Norman". The signature is fluid and cursive, with a large initial "R" and "N".

Ron Norman
Director of Operations
Ryan's LLP

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

Revised: 6/18/15

RESOLUTION NO. 16 – 04 - XX
Exhibit E for Grant Agreement to State Transportation Fund
(Local Road Improvement Program)
Grant Terms and Conditions
SAP 119-102-010/119-110-008

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

WHEREAS, the City of East Grand Forks has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$366,957.48 by reason of the lowest responsible bid;

NOW THEREFORE, BE IT RESOLVED that the City of East Grand Forks does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper city officials are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: _____, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this _____ of _____, 2016.

Mayor

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

Revised: 6/18/15

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 Grant of Monies. MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public Ownership, The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (ii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

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Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

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- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

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- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

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of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

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- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section

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5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 Additional Funds. If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

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Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

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Section 5.02 Condemnation. If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

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Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 Assignment or Modification. Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 Waiver. Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by

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any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.16 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.17 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.18 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Revised: 6/18/15

Section 5.19 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.20 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.21 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.22 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.23 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.24 **American-Made Steel.** Minnesota Laws 2014, chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

Revised: 6/18/15

**2015 City Project NO. 4
Curb, Gutter and Paving
S.A.P. 119-110-008
East Grand Forks, Minnesota**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Engineers Estimate		Opp Construction		Paras Contracting		Strata Corporation		Tony Anderson	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2021.501	Mobilization	0.5	LUMP SUM	\$25,000.00	\$12,500.00	\$9,700.00	\$4,850.00	\$17,050.00	\$8,525.00	\$56,500.00	\$28,250.00	\$3,000.00	\$1,500.00
2104.501	Remove Curb and Gutter	596	LIN. FT.	\$8.00	\$4,768.00	\$4.00	\$2,384.00	\$4.90	\$2,920.40	\$10.00	\$5,960.00	\$10.00	\$5,960.00
2104.501	Remove Railroad Track	95	LIN. FT.	\$55.00	\$5,225.00	\$42.00	\$3,990.00	\$38.75	\$3,681.25	\$65.00	\$6,175.00	\$30.00	\$2,850.00
2104.505	Remove Concrete Pavement	1746	SQ. YD.	\$8.00	\$13,968.00	\$4.00	\$6,984.00	\$3.57	\$6,233.22	\$10.25	\$17,896.50	\$20.00	\$34,920.00
2104.505	Remove Concrete Driveway Pavement	69	SQ. YD.	\$15.00	\$1,035.00	\$4.00	\$276.00	\$3.57	\$246.33	\$10.25	\$707.25	\$25.00	\$1,725.00
2104.509	Remove Sign	3	EACH	\$300.00	\$900.00	\$30.00	\$90.00	\$30.60	\$91.80	\$35.00	\$105.00	\$20.00	\$60.00
2104.509	Remove Casting	7	EACH	\$300.00	\$2,100.00	\$240.00	\$1,680.00	\$245.00	\$1,715.00	\$300.00	\$2,100.00	\$250.00	\$1,750.00
214.511	Sawing Concrete Pavement (Full Depth)	99	LIN. FT.	\$10.00	\$990.00	\$9.00	\$891.00	\$5.50	\$544.50	\$8.00	\$792.00	\$5.00	\$495.00
2104.523	Salvage Sign	1	EACH	\$300.00	\$300.00	\$30.00	\$30.00	\$30.60	\$30.60	\$35.00	\$35.00	\$30.00	\$30.00
2104.523	Salvage Sign Support	1	EACH	\$300.00	\$300.00	\$50.00	\$50.00	\$51.00	\$51.00	\$50.00	\$50.00	\$30.00	\$30.00
2105.501	Common Excavation (P)	826	CU. YD.	\$8.00	\$6,608.00	\$8.80	\$7,268.80	\$8.16	\$6,740.16	\$9.75	\$8,053.50	\$10.00	\$8,260.00
2112.604	Subgrade Preparation	2183	SQ. YD.	\$2.50	\$5,457.50	\$2.25	\$4,911.75	\$2.29	\$4,999.07	\$2.00	\$4,366.00	\$4.00	\$8,732.00
2211.503	Aggregate Base (CV)	303	CU. YD.	\$45.00	\$13,635.00	\$40.00	\$12,120.00	\$39.00	\$11,817.00	\$42.00	\$12,726.00	\$50.00	\$15,150.00
2301.504	Concrete Pavement 9.0"	1818	SQ. YD.	\$75.00	\$136,350.00	\$68.00	\$123,624.00	\$75.00	\$136,350.00	\$82.50	\$149,985.00	\$90.00	\$163,620.00
2531.507	6" Concrete Driveway Pavement	70.0	SQ. YD.	\$60.00	\$4,200.00	\$52.00	\$3,640.00	\$70.00	\$4,900.00	\$85.00	\$5,950.00	\$100.00	\$7,000.00
2504.602	Adjust Gate Valve & Box	1	EACH	\$300.00	\$300.00	\$250.00	\$250.00	\$300.00	\$300.00	\$500.00	\$500.00	\$500.00	\$500.00
2506.516	Casting Assembly, Type A	4	EACH	\$1,200.00	\$4,800.00	\$1,270.00	\$5,080.00	\$900.00	\$3,600.00	\$1,200.00	\$4,800.00	\$1,200.00	\$4,800.00
2506.516	Casting Assembly, Type B	1	EACH	\$1,500.00	\$1,500.00	\$2,290.00	\$2,290.00	\$2,700.00	\$2,700.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
2506.516	Casting Assembly, Type C	2	EACH	\$1,500.00	\$3,000.00	\$1,480.00	\$2,960.00	\$980.00	\$1,960.00	\$1,800.00	\$3,600.00	\$1,300.00	\$2,600.00
2531.501	Concrete Curb & Gutter Design B624	607	LIN. FT.	\$25.00	\$15,175.00	\$40.00	\$24,280.00	\$25.00	\$15,175.00	\$32.00	\$19,424.00	\$45.00	\$27,315.00
2563.601	Traffic Control	0.5	LUMP SUM	\$25,000.00	\$12,500.00	\$6,000.00	\$3,000.00	\$5,100.00	\$2,550.00	\$4,000.00	\$2,000.00	\$8,000.00	\$4,000.00
2573.53	Storm Drain Inlet Protection	2	EACH	\$300.00	\$600.00	\$225.00	\$450.00	\$125.00	\$250.00	\$350.00	\$700.00	\$150.00	\$300.00
2574.525	Common Topsoil Borrow	30	CU. YD.	\$25.00	\$750.00	\$18.00	\$540.00	\$17.34	\$520.20	\$35.00	\$1,050.00	\$45.00	\$1,350.00
2575.501	Seeding	0.15	ACRE	\$15,000.00	\$2,250.00	\$12,000.00	\$1,800.00	\$9,690.00	\$1,453.50	\$10,500.00	\$1,575.00	\$15,000.00	\$2,250.00
2582.502	4" Broken Line Yellow - Epoxy	60	LIN. FT.	\$15.00	\$900.00	\$11.00	\$660.00	\$10.20	\$612.00	\$12.50	\$750.00	\$41.50	\$2,490.00
SUBTOTAL S.A.P. 119-110-008 (5th Ave NE)					\$250,111.50		\$214,099.55		\$217,966.03		\$279,350.25		\$299,187.00
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2021.501	Mobilization	0.5	LUMP SUM	\$25,000.00	\$12,500.00	\$9,700.00	\$4,850.00	\$17,050.00	\$8,525.00	\$56,500.00	\$28,250.00	\$3,000.00	\$1,500.00
2104.509	Remove Sign	6	EACH	\$300.00	\$1,800.00	\$30.00	\$180.00	\$30.60	\$183.60	\$35.00	\$210.00	\$20.00	\$120.00
2104.523	Salvage Casting	2	EACH	\$300.00	\$600.00	\$240.00	\$480.00	\$244.80	\$489.60	\$200.00	\$400.00	\$250.00	\$500.00
2105.501	Common Excavation (P)	273	CU. YD.	\$8.00	\$2,184.00	\$8.80	\$2,402.40	\$8.16	\$2,227.68	\$9.75	\$2,661.75	\$10.00	\$2,730.00
2112.604	Subgrade Preparation	503	SQ. YD.	\$2.50	\$1,257.50	\$2.25	\$1,131.75	\$2.29	\$1,151.87	\$2.00	\$1,006.00	\$4.00	\$2,012.00
2211.503	Aggregate Base (CV)	70	CU. YD.	\$45.00	\$3,150.00	\$40.00	\$2,800.00	\$39.00	\$2,730.00	\$42.00	\$2,940.00	\$50.00	\$3,500.00
2301.504	Concrete Pavement 7.0"	1083	SQ. YD.	\$70.00	\$75,810.00	\$63.00	\$68,229.00	\$73.00	\$79,059.00	\$75.50	\$81,766.50	\$85.50	\$92,596.50
2531.507	6" Concrete Driveway Pavement	173	SQ. YD.	\$60.00	\$10,380.00	\$52.00	\$8,996.00	\$70.00	\$12,110.00	\$85.00	\$14,705.00	\$86.00	\$14,878.00
2504.602	Adjust Gate Valve & Box	3	EACH	\$250.00	\$750.00	\$250.00	\$750.00	\$300.00	\$900.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
2506.522	Adjust Frame & Ring Casting	2	EACH	\$500.00	\$1,000.00	\$890.00	\$1,780.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
2531.501	Concrete Curb & Gutter Design B624	504	LIN. FT.	\$25.00	\$12,600.00	\$39.00	\$19,656.00	\$25.00	\$12,600.00	\$32.00	\$16,128.00	\$45.00	\$22,680.00
2563.601	Traffic Control	0.5	LUMP SUM	\$25,000.00	\$12,500.00	\$6,000.00	\$3,000.00	\$5,100.00	\$2,550.00	\$4,000.00	\$2,000.00	\$8,000.00	\$4,000.00
2564.536	Install Sign Panel	1	EACH	\$500.00	\$500.00	\$55.00	\$55.00	\$51.00	\$51.00	\$55.00	\$55.00	\$1,000.00	\$1,000.00
2564.602	Install Sign Support	1	EACH	\$500.00	\$500.00	\$160.00	\$160.00	\$153.00	\$153.00	\$165.00	\$165.00	\$500.00	\$500.00
2564.602	Furnish Sign Panel (Stop Sign)	2.0	EACH	\$500.00	\$1,000.00	\$80.00	\$160.00	\$76.50	\$153.00	\$80.00	\$160.00	\$200.00	\$400.00
2564.602	Furnish Sign Post	2	EACH	\$500.00	\$1,000.00	\$220.00	\$440.00	\$204.00	\$408.00	\$215.00	\$430.00	\$100.00	\$200.00
2573.533	Sediment Control Log Type Straw	30	LIN. FT.	\$20.00	\$600.00	\$8.00	\$240.00	\$7.08	\$212.40	\$9.00	\$270.00	\$30.00	\$900.00
2574.525	Common Topsoil Borrow	30	CU. YD.	\$25.00	\$750.00	\$18.00	\$540.00	\$17.34	\$520.20	\$35.00	\$1,050.00	\$80.00	\$2,400.00
2575.501	Seeding	0.15	ACRE	\$15,000.00	\$2,250.00	\$12,000.00	\$1,800.00	\$9,690.00	\$1,453.50	\$10,500.00	\$1,575.00	\$15,000.00	\$2,250.00
2582.502	24" Solid Line White- Epoxy	36	LIN. FT.	\$25.00	\$900.00	\$33.00	\$1,188.00	\$30.60	\$1,101.60	\$35.00	\$1,260.00	\$126.00	\$4,536.00
2582.502	4" Broken Line Yellow - Epoxy	60	LIN. FT.	\$15.00	\$900.00	\$11.00	\$660.00	\$10.20	\$612.00	\$15.00	\$900.00	\$41.50	\$2,490.00
SUBTOTAL S.A.P. 119-102-010 (10TH ST NE)					\$142,931.50		\$119,498.15		\$128,191.45		\$158,432.25		\$159,667.50
TOTAL BID S.A.P. 119-10-008 & 119-102-010					\$393,043.00		\$333,597.70		\$346,157.48		\$437,782.50		\$458,854.50

Request for Council Action

Date: April 21, 2016

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: File Plans/Specifications – 2016 Assessment Job No. 1 – Street & Bikepath Improvements

Background:

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

The following is the proposed budget for the project:

PROPOSED BUDGET

	<u>2016 AJ No. 1</u>
Construction	\$1,160,000.00
Plans / Specifications (8%)	\$92,800.00
Staking / Inspection (6%)	\$69,600.00
Assesment Roll (1%)	\$11,600.00
Contingencies (7%)	\$81,200.00
Administration / Legal (3%)	<u>\$34,800.00</u>
TOTAL PROJECT COST	\$1,450,000.00

PROPOSED FUNDING

	<u>2016 AJ No. 1</u>
City	\$462,000.00
Assessments	<u>\$988,000.00</u>
TOTAL PROJECT COST	\$1,450,000.00

Recommendation:

File plans / specifications, receive authorization to advertise and set bid date.

Enclosures: Plans / Specifications will be filed at the Tuesday, May 3, 2016 City Council Meeting

Request for Council Action

Date: 4-21-2016

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: Water Service for Interconnect Lift Station

Background: As part of the “interconnect project” we will be installing a new lift station just south of where our existing sewage lagoons are currently located. The lift station will require hook up to a potable water source. The potable water will be used for pump maintenance, facility maintenance, and safety (keeping hands, eyes, skin etc. clean).

Currently there are no sources of potable water within the immediate area surrounding the new lift stations site. So we will have to bring water in from one of two nearby locations, utilizing either City Water or Rural Water. For the City to install water line to the site our City Engineer estimates that it would cost a minimum of \$150,000. Marshal Polk Rural Water’s estimate to provide infrastructure is \$15,900, and their monthly water rates are roughly the same as ours.

Based on the above information, we feel that the most cost effective and prudent solution for providing water to the site is to have Marshal Polk Rural Water install a line and provide service to the lift station. If Council approves, the funds for payment would come from our Wastewater Fund.

Recommendation: Approve staff to authorize Marshal Polk Rural Water to install a water line and provide water service to our new lift station site for \$15,900.

Flying Field Site Agreement Between Red River RC Flyers and East Grand Forks City, MN

This agreement is made and entered into this _____ day of _____, 2016 by and between the City of East Grand Forks, Minnesota and chapter 490 of the Academy of Model Aeronautics, Inc. (AMA) whose address is 2031 Central Ave. NW, East Grand Forks, Minnesota 56721 and the parties agree that:

1. The City grants to Chapter 490 the right to enter upon and use the real property (**Need Location**) to establish and operate a Remote Control Flying Field. Chapter 490 can use 8th. Ave North and an extension of it north to the ½ section line. The Chapter 490 is granted use of all but the north end area around the lift station. See attached Exhibit A for the area Chapter 490 is given permission to use.
2. Chapter 490 is given permission to move dirt to piles on both the North and South ends to make a flat area suitable for a flying field. The chapter must allow access for the city and anyone they authorize to remove dirt as needed. The dirt we move must be left in a safe grade configuration and not block communications from the lift station.
3. Chapter 490 is given permission to erect safety fencing for safe operation of an Radio Controlled flying field. To erect temporary shelter for events, people and equipment storage when permission is granted by the city. See Exhibit B for safety fencing plan.
4. Parking is allowed along the gravel extension of 8th. Ave. and on grass next to the road.
5. **TERM.** The term of this agreement is for 3 years from date entered into and shall be reviewed annually by the city council or a department head they designate. To extend this agreement beyond 3 years Chapter 490 must bring the matter before the City Council. It is expressly understood by Chapter 490 that proof of insurance coverage and chapter status must be provided to the City annually.
6. **USE.** The Red River RC Flyers AMA Chapter 490 is a registered chapter of the Academy of Model Aeronautics, Inc. It is a community based organization that follows all the safety rules of flying established by the AMA. Its purpose is to stimulate and promote active interests in the building and operating of model aircraft, helicopters, multirotor systems in the greater Grand Forks area, to promote a feeling of fellowship and establish relations among people interested in models, to encourage sportsmanlike conduct in all modeling activities, to conduct contests, demonstrations and other activities designed to further the interests of modelers, and to stimulate and encourage the participation of students in advancing the STEMS learning both at the lower grade

levels and through college. To work with the UND aerospace science programs, Northland Technical College and there students to advance skills in aviation fields.

7. The use of the property will be limited to the operation of radio controlled models, meetings, clinics and demonstrations, and other uses necessary and incidental to these uses. No member of the public will be arbitrarily excluded from membership in Chapter 490 nor discriminated against. No person will be allowed to operate any type of radio controlled models on the property unless that person holds and possesses a current flying license or other operation license issued by the Academy of Model Aeronautics and further provided, however, that no person will be allowed to operate any type of model on the property unless that person is a current member in good standing of Chapter 490 or participating in a sponsored Chapter 490 event. All persons operating any type of models from the property are subject to and must comply with the safety regulation promulgated by the Academy of Model Aeronautics, FAA and Chapter 490.
8. **IMPROVEMENTS AND SIGNS.** Chapter 490 shall post all rules and safety regulations at the flying site. All other signage must get approval from the City of East Grand Forks. Any improvements are to be tempter and approved by the City.
9. **INSURANCE.** Chapter 490 has chapter status with the Academy of Model Aeronautics, Inc. (AMA) and agrees to provide and pay for insurance covering the city as owner of the property through the flying field insurance program with the AMA.
10. **TERMINATION.** The agreement is personal to Chapter 490 and may not be assigned or transferred. The City of East Grand Forks has the right to terminate the agreement on ten days written notice to Chapter 490 at its official address and Chapter 490 agrees to notify the City in the event it wishes to relinquish its rights under the agreement, by written notice sent to the City Administrator. If the city sells or conveys all or a portion of the property, the agreement will terminate.
11. **DISCLOUSER.** The Chapter 490 is aware that the property is a closed landfill and that a utility lift station is located on the property. The City does not warrant or represent that the property is safe or suitable for the purpose for which chapter 490 is permitted to use it and Chapter 490 assumes all risks in its use.

Red River RC Flyers
Chapter 490
2031 Central Ave. NW
East Grand Forks, MN 56721

By: Thomas J. Stennes its President

Academy of Model Aeronautics

5161 East Memorial Drive
Muncie, Indiana 47302
(765) 287-1256 – Business
(765) 289-4248 – Fax
(800) 435-9262 – Membership Services
<http://www.modelaircraft.org>



Liability Insurance Program For Site Owners

The AMA General Liability Insurance Program insuring AMA, members and clubs for liability resulting from aeromodeling activities includes broad and unique coverage for flying site owners. AMA recognizes the importance of providing site owners with insurance to protect them for potential liability for injury or damage resulting from club activities on a flying site and has negotiated a custom policy with a major insurer to provide such coverage.

This policy has special coverage provisions for site owners as follows:

1. Westchester Surplus Lines Insurance Company has an A.M. Best rating of A+ XV.
2. Authorization for AMA to issue certificates of insurance naming site owners as additional insured. This is the equivalent of issuing an endorsement to the policy and assures the site owner of coverage equal to or exceeding coverage for AMA, its members and clubs.
3. Site owner's coverage through AMA is primary. This means that the AMA policy pays on the site owner's behalf without involvement of the site owner's own insurance.
4. Acts voiding coverage by any other insured do not apply to site owners. Should an AMA member or club either do something, or fail to do something that voids coverage for that member or club, the site owner still has coverage under this policy.
5. Contractual liability coverage. This coverage clause reinforces the club's contractual obligations (if any) to indemnify and hold harmless the site owner for injury or damage in connection with the club's use of the site.
6. The policy limit is \$2,500,000 per occurrence (accident) and \$5,000,000 annually for all claims per location (flying site). This limit of liability usually exceeds the site owner's requirements and the per location aggregate means the site owner does not share the limit with other site owners. It has the effect of a separate policy for each site owner.
7. The insurer must give AMA 90 days notice of cancellation or non-renewal. This allows ample time for AMA to replace the coverage and to notify certificate holders of the change in coverage. AMA pays the entire annual premium at the beginning of the policy year so the policy cannot be cancelled for non-payment.

While this policy provides very broad coverage, as with any policy, there are limitations and exclusions. The actual policy should be reviewed and site owners may want to consult their insurance agent, insurance advisor or risk manager.

Coverage questions need to be directed to the Safety & Member Benefits-Department at AMA Headquarters in Muncie, IN (800) 435-9262 or insurance@modelaircraft.org.

Academy of Model Aeronautics National Model Aircraft Safety Code

Effective January 1, 2014

- A. **GENERAL:** A model aircraft is a non-human-carrying aircraft capable of sustained flight in the atmosphere. It may not exceed limitations of this code and is intended exclusively for sport, recreation, education and/or competition. All model flights must be conducted in accordance with this safety code and any additional rules specific to the flying site.
1. Model aircraft will not be flown:
 - (a) In a careless or reckless manner.
 - (b) At a location where model aircraft activities are prohibited.
 2. Model aircraft pilots will:
 - (a) Yield the right of way to all human-carrying aircraft.
 - (b) See and avoid all aircraft and a spotter must be used when appropriate. (AMA Document #540-D.)
 - (c) Not fly higher than approximately 400 feet above ground level within three (3) miles of an airport without notifying the airport operator.
 - (d) Not interfere with operations and traffic patterns at any airport, heliport or seaplane base except where there is a mixed use agreement.
 - (e) Not exceed a takeoff weight, including fuel, of 55 pounds unless in compliance with the AMA Large Model Airplane program. (AMA Document 520-A.)
 - (f) Ensure the aircraft is identified with the name and address or AMA number of the owner on the inside or affixed to the outside of the model aircraft. (This does not apply to model aircraft flown indoors.)
 - (g) Not operate aircraft with metal-blade propellers or with gaseous boosts except for helicopters operated under the provisions of AMA Document #555.
 - (h) Not operate model aircraft while under the influence of alcohol or while using any drug that could adversely affect the pilot's ability to safely control the model.
 - (i) Not operate model aircraft carrying pyrotechnic devices that explode or burn, or any device which propels a projectile or drops any object that creates a hazard to persons or property.
Exceptions:
 - Free Flight fuses or devices that burn producing smoke and are securely attached to the model aircraft during flight.
 - Rocket motors (using solid propellant) up to a G-series size may be used provided they remain attached to the model during flight. Model rockets may be flown in accordance with the National Model Rocketry Safety Code but may not be launched from model aircraft.
 - Officially designated AMA Air Show Teams (AST) are authorized to use devices and practices as defined within the Team AMA Program Document. (AMA Document #718.)
 - (j) Not operate a turbine-powered aircraft, unless in compliance with the AMA turbine regulations. (AMA Document #510-A.)
 3. Model aircraft will not be flown in AMA sanctioned events, air shows or model demonstrations unless:
 - (a) The aircraft, control system and pilot skills have successfully demonstrated all maneuvers intended or anticipated prior to the specific event.
 - (b) An inexperienced pilot is assisted by an experienced pilot.
 4. When and where required by rule, helmets must be properly worn and fastened. They must be OSHA, DOT, ANSI, SNELL or NOCSAE approved or comply with comparable standards.
- B. **RADIO CONTROL (RC)**
1. All pilots shall avoid flying directly over unprotected people, vessels, vehicles or structures and shall avoid endangerment of life and property of others.
 2. A successful radio equipment ground-range check in accordance with manufacturer's recommendations will be completed before the first flight of a new or repaired model aircraft.
 3. At all flying sites a safety line(s) must be established in front of which all flying takes place. (AMA Document #706.)
 - (a) Only personnel associated with flying the model aircraft are allowed at or in front of the safety line.
 - (b) At air shows or demonstrations, a straight safety line must be established.
 - (c) An area away from the safety line must be maintained for spectators.
 - (d) Intentional flying behind the safety line is prohibited.
 4. RC model aircraft must use the radio-control frequencies currently allowed by the Federal Communications Commission (FCC). Only individuals properly licensed by the FCC are authorized to operate equipment on Amateur Band frequencies.
 5. RC model aircraft will not knowingly operate within three (3) miles of any pre-existing flying site without a frequency-management agreement. (AMA Documents #922 and #923.)
 6. With the exception of events flown under official AMA Competition Regulations, excluding takeoff and landing, no powered model may be flown outdoors closer than 25 feet to any individual, except for the pilot and the pilot's helper(s) located at the flightline.
 7. Under no circumstances may a pilot or other person touch an outdoor model aircraft in flight while it is still under power, except to divert it from striking an individual.
 8. RC night flying requires a lighting system providing the pilot with a clear view of the model's attitude and orientation at all times. Hand-held illumination systems are inadequate for night flying operations.
 9. The pilot of an RC model aircraft shall:
 - (a) Maintain control during the entire flight, maintaining visual contact without enhancement other than by corrective lenses prescribed for the pilot.
 - (b) Fly using the assistance of a camera or First-Person View (FPV) only in accordance with the procedures outlined in AMA Document #550.
 - (c) Fly using the assistance of autopilot or stabilization system only in accordance with the procedures outlined in AMA Document #560.
- C. **FREE FLIGHT**
1. Must be at least 100 feet downwind of spectators and automobile parking when the model aircraft is launched.
 2. Launch area must be clear of all individuals except mechanics, officials, and other fliers.
 3. An effective device will be used to extinguish any fuse on the model aircraft after the fuse has completed its function.
- D. **CONTROL LINE**
1. The complete control system (including the safety thong where applicable) must have an inspection and pull test prior to flying.
 2. The pull test will be in accordance with the current Competition Regulations for the applicable model aircraft category.
 3. Model aircraft not fitting a specific category shall use those pull-test requirements as indicated for Control Line Precision Aerobatics.
 4. The flying area must be clear of all utility wires or poles and a model aircraft will not be flown closer than 50 feet to any above-ground electric utility lines.
 5. The flying area must be clear of all nonessential participants and spectators before the engine is started.



feet 3000
km 1

Exhibit A

- Emergency telephone numbers
- GPS coordinates
- Location of nearest hospital or emergency medical facility

Equipment:

- Frequency control board (if using 27 MHz, 50 MHz, or 72 MHz frequencies)
- First-aid kit(s)
- Fire extinguisher(s) with appropriate ratings
- Sand bucket(s) for Li-PO batteries

Alternate RC Flying Site Suggestions

Sites may be configured in various ways to accommodate multiple flying areas for simultaneous use. **Examples would be a curved or box-shaped safety line as seen in the L Site Layout and the Combination Site Layout diagrams as shown.** Care must be taken to fulfill the requirements found in the official AMA Safety Code, including the Specialized Documents.

Simplified field layouts are illustrated in the following diagrams. (Not to scale.)

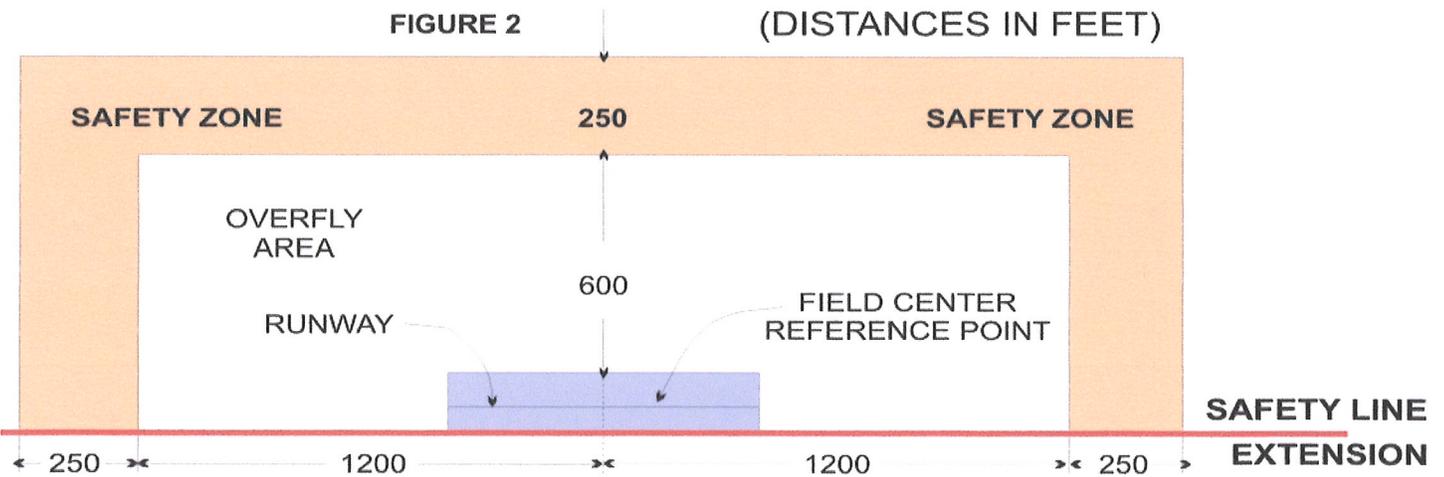
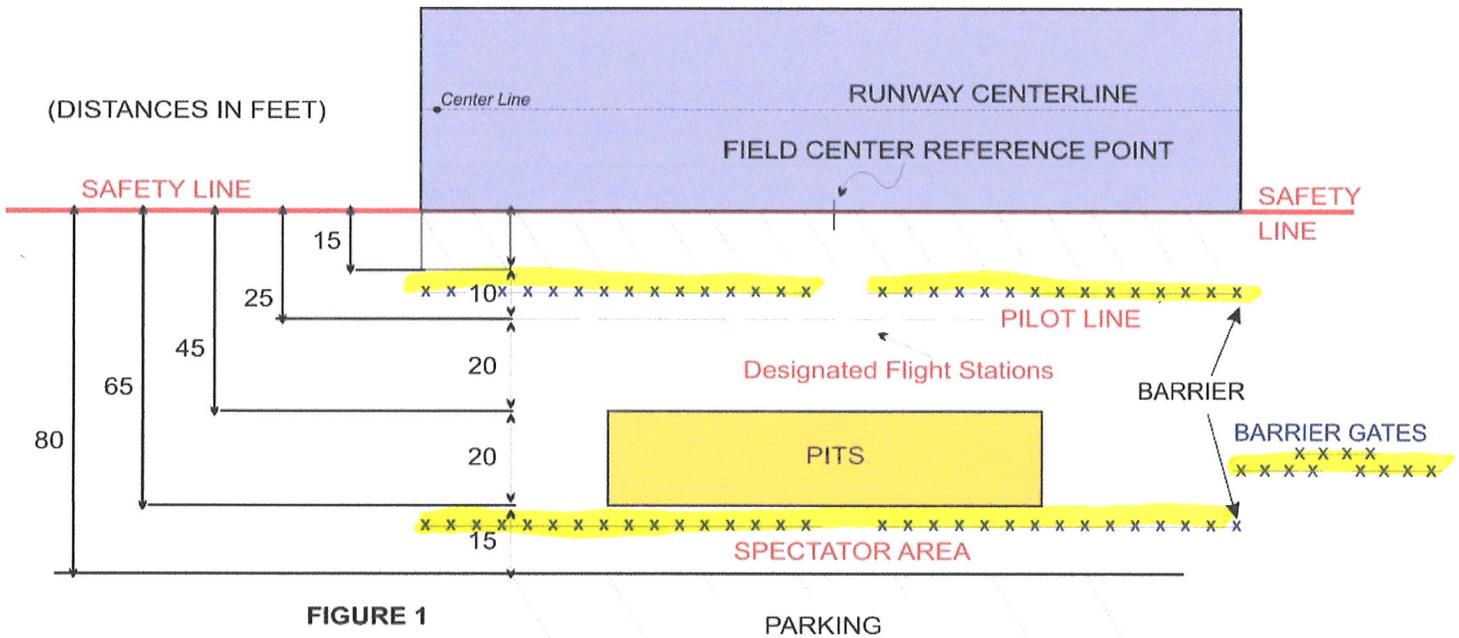


Exhibit B

Request for Council Action

Date: 04/21/2016

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: Request to Approve the Purchase of Mobile Data Computers

Background: The East Grand Forks Police Department is requesting permission to purchase five (5) Mobile Data Computers for use in our squad cars. The East Grand Forks City Council approved \$20,000.00 for this purchase in the 2016 budget. This is a planned equipment update/replacement. The EGFDP formed an internal committee to research various in-car computer options and, with input from the city IT department, determined that replacing our existing Panasonic Toughbooks with updated Toughbooks was our best option. Kris Kovar from Water & Light IT requested quotes from several vendors and received responses from three vendors as detailed below:

1. PCM – Tiger Direct Business = \$19,729.35
2. Ingram Technologies = \$18,700.00
3. Bizco = \$18,100.00

Recommendations: That the East Grand Forks City Council approve the purchase of five (5) Panasonic Toughbook computers from Bizco for the total price of \$18,100.00 per their quote dated March 25, 2016.

Enclosures: Quotes from PCM, Ingram and Bizco

Ingram Technologies LLC

c/o Scott Ingram
 PO Box 203324
 Austin TX, 78720

Estimate

Date	Estimate #
3/24/2016	971

Name / Address
East Grand Forks Police Department Ben Deckert 520 Demers Avenue East Grand Forks, MN 56721

			Project
Description	Qty	Rate	Total
CF-3110781CM List Price: \$4,544.00 Win7 (Win8.1 Pro COA) Intel Core i5-5300U 2.30GHz vPro 13.1" XGA Touch 8GB(4+4) 500GB(7200rpm) Intel WiFi a/b/g/n/ac TPM Bluetooth Dual Pass (Upper:WWAN/Lower:Selectable) 4G LTE Multi Carrier (EM7355) Emissive Backlit Keyboard No DVD Drive Toughbook Preferred	5	3,740.00	18,700.00T
		0.00	0.00
Total			\$18,700.00

PCM CORPORATE QUOTATION

Prepared by: Hersh Nebhrajani
 Email: Hersh.Nebhrajani@TigerDirect.com
 Phone: (630) 848-4801
 Fax:



Client: EGF WATER AND LIGHT DEPT

 ATTN ACCOUNTS PAYABLE

Phone: _____

Quote Date: 03/29/2016
Quote # : S9556793
Account # : 165759713

PCM #	Product Description	Mfg.	Qty.	Unit Price	Ext. Price	
13401067	WIN7 (WIN8.1 PRO COA) INTEL CORE I5-53	PANSNC CPU	5	\$3,936.55	\$19,682.75	
Ship To: KRIS KOVAR					Total:	\$19,682.75
EGF WATER AND LIGHT DEPT					UPS GROUND:	46.60
1010 5TH AVENUE NE					Tax:	1,356.39
EAST GRAND FORKS, MN 56721					Grand Total:	21,085.74

Suggested Products					
PCM #	Product Description	Mfg.	Qty.	Unit Price	Ext. Price
Suggestions Total:					
Suggestions Plus Grand Total:					

Lease Estimate (Monthly Rates)		
	Fair Market Value	\$1 Buyout
24 Months	\$913.65	\$1,046.91
36 Months	\$664.20	\$738.00
48 Months	\$569.31	\$593.35

Lease rate subject to credit approval. Special programs available for 100% software leases. Specify lease options before ordering.

[View Terms of Service and Policies at PCM.com](#)

*** Pricing and availability are subject to change. Final pricing to be discussed at time of purchase. ***
 Shipping, handling, and tax per client selected method will be prepaid and added.



City of East Grand Forks - MN

East Grand Forks PD CF-31 x 5

March 25, 2016

Casey White

Account Manager

1-800-950-2485 (sales)

402-323-4807 (direct)

402-323-4800 (main)

402-323-4848 (fax)

www.bizco.com

cwhite@bizco.com

Quote ID: 022479

Date: Friday, March 25, 2016

Expires: Thursday, April 21, 2016

Prepared For:

Kris Kovar
 City of East Grand Forks - MN
 600 Demers Ave
 East Grand Forks MN 56721-1840

Ship To:

Kris Kovar
 City of East Grand Forks - MN
 600 Demers Ave
 East Grand Forks MN 56721-1840

Bill To:

Kris Kovar
 City of East Grand Forks - MN
 600 Demers Ave
 East Grand Forks MN 56721-1840

Prepared By:

Casey White
 402-323-4807
 cwhite@bizco.com

Product

MFP#	Description	Qty	Price	Ext. Price
CF-3110781CM	Windows 7 Professional (with Win 8.1 Pro COA), Intel Core i5-5300U 2.30GHz, 13.1" XGA Touchscreen LCD, 500GB Shock-mounted HDD (7200rpm), 8GB (4+4), Wi-Fi, Bluetooth, 4G LTE Multi Carrier, Dual Pass (Upper WWAN / Lower Selectable), TPM 1.2, Backlit Emissi 2 WEEK LEAD TIME PER PANASONIC	5	\$3,620.00	\$18,100.00

Product Subtotal **\$18,100.00**

Quote Summary

Description	Product	\$18,100.00
Total		\$18,100.00

All prices and descriptions are subject to change without notice. This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until one of the following occur: 1.) a purchase order has been issued by you and accepted by Bizco or 2.) an order is place on-line and accepted by Bizco or 3.) a written proposal is accepted by you. The prices contained in this list may not be relied upon as the price at which Bizco will accept an offer to purchase products unless expressly agreed to by Bizco in writing. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. Prices quoted may not include applicable taxes. Sales tax will be included on the invoice. Products are non-returnable unless approved in writing by Bizco Technologies within 30 days of invoice date. Those approved returns may be subject to a restocking fee. Payment terms are available upon credit approval; unless otherwise stated in writing, terns shall not exceed 30 days from date of invoice. Questions about these and other terms and conditions should be addressed by your sales representative.

Greenway Project Request Form

Contact name: Guillermo Guardia	
Address: 2014 13th Ave N, Grand Forks, ND 58203	
City: Grand Forks	State & zip: ND, 58203
Phone: (701) 775-1168	Cell phone: 701-330-0227
Email address: guillermo.guardia@moguya.com	
Is this request: <input checked="" type="checkbox"/> One time event <input type="checkbox"/> New installation <input type="checkbox"/> Improvement to existing facility	
Brief summary of request:	
<p>We respectfully request permission to install a public art project on the bank of the Red River flanking the Sorlie Bridge in downtown Grand Forks. The installation, called "Crossing the Border", will include 300 small ceramic figurines, anchored in the ground by one small wooden skewer per figurine. The figurines range in size from 3 inches to 8 eight inches high, and are painted a variety of bright colors in weather-proof ceramic glaze. The forms of each figurine are simplified to geometric shapes, to be recognizable as human figures but lacking individualized facial features, the figures resemble little kids, girls and boys running. The figurines will be set as if they were running to the river and from the river to the other side.</p> <p>"Crossing the Border" represents stories of immigration from people of various cultures, backgrounds, and nationalities. Included in the installation are some clay coyotes, will symbolically try to stop the figures. "Crossing the Border" will be installed on Saturday, June 18, on view from noon – 5:00 p.m. It is our hope that installing the work on the opening of the Farmer's Market and the Art & Wine Walk season, and in conjunction with other events taking place on the Greenway, will draw additional people to the downtown area and increase participation in viewing the work.</p>	
Support for the activity or facility. How many people typically participate in this activity, is there a user group established in the area, etc.:	
<p>"Crossing the Border" is created by Guillermo Guardia, professional ceramic artist. The project is facilitated by the Public Arts Commission, and is funded by a grant from the Community Foundation of Grand Forks, East Grand Forks and Region. Other partners involved in planning for this installation include the City of Grand Forks Planning and Community Development office.</p>	
What is needed to facilitate this project? Space, structures, etc? Please attach a diagram of the proposed layout of the activity or facility, if appropriate.	
<p>The installation requires about 100 feet on either side of the Sorlie Bridge, from the bank of the river to the paved path on the Greenway. Please see the attached diagram. The installation contemplates both banks of the river, using the green way in Grand Forks and East Grand Forks.</p>	

What, if any, costs are associated with this project?	
The total cost of the project is \$8,000.	
How will these expenses be paid? Fundraisers, sponsor, etc.	
The project is fully funded by the Community Foundation of Grand Forks, East Grand Forks and Region through a Forkin' It Over for Public Art grant, received in December 2015.	
Does this project require ongoing maintenance? If so, who will maintain the facility?	
No. "Crossing the Border" will be installed on June 18, 2016, to be ready for public viewing by noon, and will be de-installed at 5:00 p.m. on the same day.	
Will this event or facility be open to the public?	
Yes. Viewers are encouraged to view the installation either from a distance or close-up by walking among the figurines.	
Does this activity or facility involve the use of harmful chemicals, excavation or fire? If so, please describe.	
No. The anchors for each figurine are narrow wooden skewers, which are interred perpendicular to the ground.	

Please submit this completed form and other supporting documents to be considered to:

Greenway Manager
City of Grand Forks
P.O. Box 5200
Grand Forks, ND 58208-5200
701-738-8746

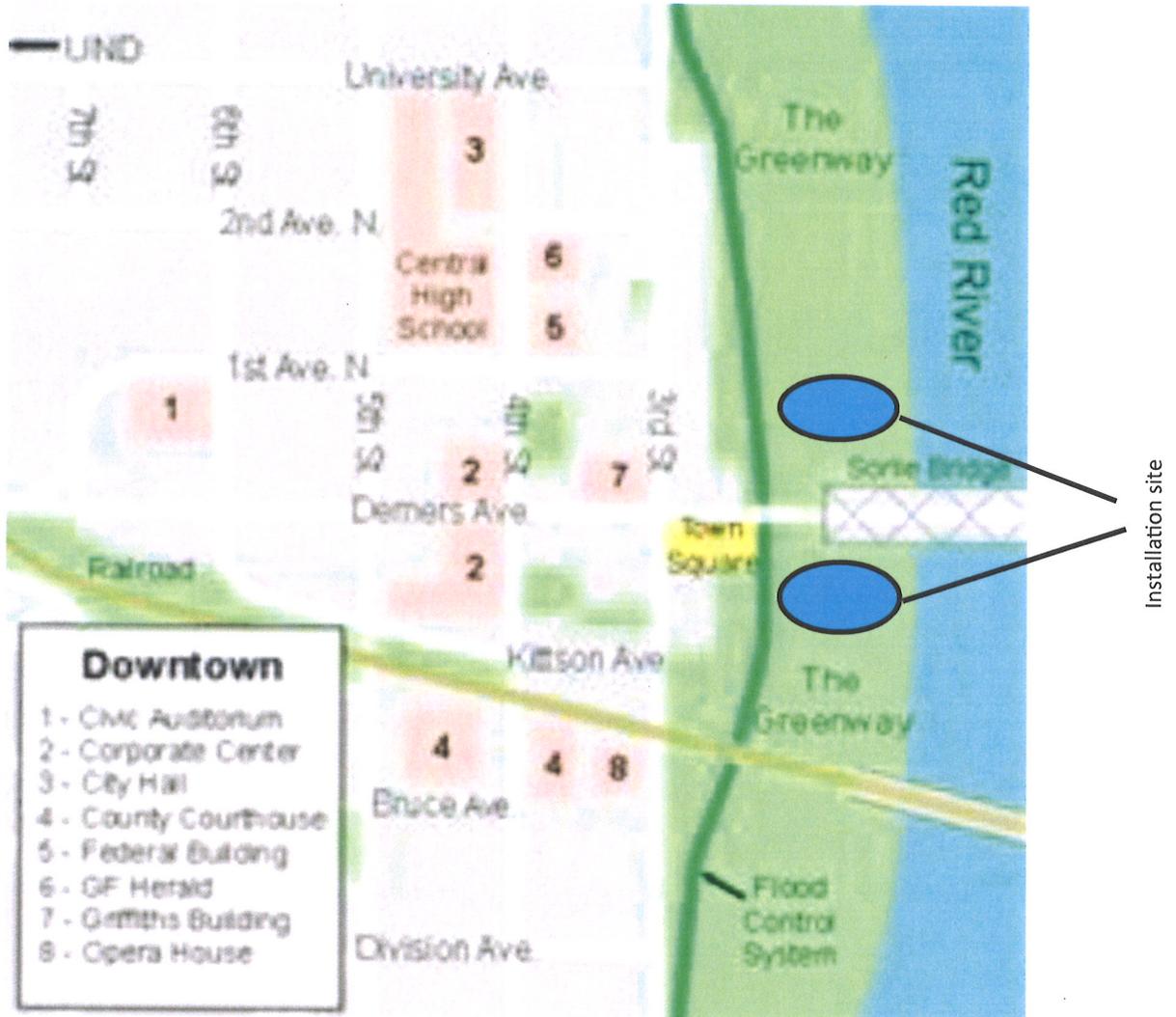


Image from : <https://www.pinterest.com/gfdda/the-greenway/>

