

**AGENDA  
OF THE CITY COUNCIL  
CITY OF EAST GRAND FORKS  
TUESDAY, JUNE 7, 2016 – 5:00 PM**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

*“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”*

**APPROVAL OF MINUTES:**

1. Consider approving the minutes and summary of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of May 17, 2016.
2. Consider approving the minutes of the “Special Session” for the East Grand Forks, Minnesota City Council of May 24, 2016.
3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of May 24, 2016.

**SCHEDULED BID LETTINGS: NONE**

**SCHEDULED PUBLIC HEARINGS:**

4. Administrative Hearing regarding the three day liquor license suspension for the VFW Post 3817.

**CONSENT AGENDA:**

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

5. Consider approving the Fireworks/Pyrotechnic Special Effects Permit for the Grand Forks Sertoma Club on July 4, 2016 beginning at approximately 10:30pm until 10:50pm.
6. Consider approving the Special Event Application for Sacred Heart for a 5K Color Run event for August 13, 2016 contingent upon approval from the MNDOT.
7. Consider approving the Temporary Liquor License Application for the Eagles Club 350 for an event at Hugo’s #5 on June 16, 2016.

8. Consider approving the expenditures for broadcast equipment and authorize the broadcasting of public meetings.
9. Consider adopting Resolution No. 16-06-51 approving the update of the CAT Title VI & LEP Plan which is subject to FTA review and approval.
10. Consider approving the purchase of five Dell Latitude 14 Rugged computers for the Police Department squad cars for the amount of \$9,210.45.

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:**

11. Regular meeting minutes of the Water, Light, Power, and Building Commission for May 5, 2016 and May 19, 2016.

**COMMUNICATIONS: NONE**

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

12. Consider taking action in regards to the three day suspension of the VFW liquor license.
13. Consider taking action in regards to the three day suspension of the Northdale Oil liquor license.
14. Consider approving the application for On-sale Weekday and Sunday Intoxicating Liquor License for JDM, LLC doing business as The Boardwalk to be located at 415 2<sup>nd</sup> St NW Suite 2 East Grand Forks, MN 56721.
15. Consider adopting Resolution No. 16-06-56 authorizing the Police Department to enter into a grant agreement with the Minnesota Department of Public Safety for traffic safety projects.
16. Consider approving the contract between the City of East Grand Forks and Coca Cola for the next 10 years which includes a total contract payment of \$50,000.
17. Consider approving the lease agreement between the City of East Grand Forks and Verizon Wireless for the rental of city property.
18. Consider approving the Special Use Permit for Verizon Wireless subject to the conditions listed in the city code and those listed on the RCA.
19. Consider adopting Resolution No. 16-06-52 accepting and awarding the 2016 Assessment Job No. 1 – Street & Bikepath Improvements to \_\_\_\_\_ for the amount of \_\_\_\_\_.
20. Consider adopting Resolution No. 16-06-53 approving the issuance of solid waste disposal revenue bonds.
21. Consider adopting Resolution No. 16-06-54 authorizing the transfers for budgeted year 2015.

**CLAIMS:**

- 22. Consider adopting Resolution No. 16-06-55 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 24223 for a total of \$1,653.11 whereas Council Member Buckalew is personally interested financially in the contract.
- 23. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

**COUNCIL/STAFF REPORTS:**

**ADJOURN:**

**Upcoming Meetings**

- Work Session – Tuesday, June 14, 2016 – Training Room
- Regular Council Meeting – Tuesday, June 21, 2016 – Council Chambers
- Work Session – Tuesday, June 28, 2016 – Training Room
- Regular Council Meeting – Tuesday, July 5, 2016 – Council Chambers

**UNAPPROVED MINUTES  
OF THE CITY COUNCIL  
CITY OF EAST GRAND FORKS  
TUESDAY, MAY 17, 2016 – 5:00 PM**

**CALL TO ORDER:**

*The Regular Meeting of the East Grand Forks City Council for May 17, 2016 was called to order by Council President Mark Olstad at 5:00 P.M.*

**CALL OF ROLL:**

*On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Mark Olstad, Council Vice-President Chad Grassel, Council Members Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, and Henry Tweten.*

*Dan Boyce, Water & Light Manager; Greg Boppre, City Engineer; Mark Dragich, Interim Parks & Recreation Director; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; and Megan Nelson, Executive Assistant.*

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present.*

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

*“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”*

**PUBLIC FORUM ON PROPOSED FLYING FIELD SITE:**

Council President Olstad asked those who would like to address the Council to come forward to the podium and state their name and address. Mr. Robert Wagner, 2411 8<sup>th</sup> Ave NW, informed the Council that he has concerns regarding the proposed model airplane airport. He stated that if the airport had been already located there he would have never moved to the area and that he does not want to see an airport up in this area. He continued saying that he sees it as a noise issue, how currently there are already planes flying up in this area, and that his neighbors dogs go crazy when they do. He explained he has concerns about the traffic going down the half of a street that is 8<sup>th</sup> Avenue NW, the wearing out the street early, and how it there is a dust problem when people drive on the other half of the street. Mr. Wagner said that a lot of these planes carry cameras and even though they are not suppose to be flying over residential areas it doesn't make anyone feel any better about the possible invasion of privacy. He stated that he doesn't believe something of this nature should even be put within the city limits. He commented how with anything there is perception, that currently the Council is trying to spur building in this same area, and how allowing this would be like shooting themselves in the foot. He said how there

is the perception that there can and will be noise or problems. He added how he feels this would be a detriment to the area and that there is city property out by the lagoons that could be used for this.

Council member Vetter asked Mr. Wagner if the City was to block off 8<sup>th</sup> Avenue so it was no longer a thru street if that would make a difference to him. Mr. Wagner said no and that is wasn't so much the traffic but the noise. Council member Vetter stated how the individuals that were currently using this space were not a part of the group that would like to the flying field. He continued saying that if this area was developed into a flying field park the people that used it would have to be a part of the group; that they would follow list of regulations when flying, and asked if any of that would make a difference. Mr. Wagner said no. Council member Vetter stated the rules include not being able to fly over houses, they don't have cameras, and most of the planes are electric so there is minimal noise. He asked if this area was developed the current illegal use of this area would probably stop and they wouldn't have the antagonizing of the dogs or have planes flying over the neighborhood. Mr. Wagner said what it came down to is that there will be some noise regardless if the planes are electric and the biggest thing would be that it was a detriment to the development. Council member Vetter commented that even if this group flies the planes out by the lagoons this still won't prevent people from using this site. Mr. Wagner said there was quite a bit of traffic on the road. Council member Vetter said if the Council looked at the recommendation and moved the group out by the lagoons it still wouldn't stop people from using this area for flying.

Mr. Tom Stennes, 2031 Central Ave NW, said he was the President of the Club and that they have appreciated how receptive the Council has been to learn about the rc flying. He stated that one of the reasons he is standing behind this is because he has seen people flying all over town and how this could be a safer way to do that. He explained how these airplanes have been around for a long time, that the technology is advancing extremely fast, and that it is good technology. He commented how this activity needs to get under control and that is why he is proposing to have a recreational area that would have an AMA approved field along with AMA guidelines for those using the field to follow which are stricter than any ordinances or regulations from the FAA. He stated that this gives the City a way to develop and keep this activity under control. He added there are rogue people out flying, he wasn't sure who they were at this point, and that more than likely they aren't doing things intentionally or realize what they are doing.

Mr. Stennes said that when it comes to traffic, most of these flying sites usually request from the City speed limits of 10 mph and explained how they don't like dust because it isn't good for any of the planes. He said that they would ask for a low speed limit because they do not want dust raised. He stated that there would be some traffic but not a lot and how once the lots are more developed there would be more traffic because of development. He commented how he thinks this would be an asset to the City both development wise and safety wise. He added that making a city isn't a lot of big things but rather little things that come together which include the parks, the trails, and this could be another feather in the City's hat. He ended by saying he would be happy to answer any questions that the Council may have.

Council member Buckalew commented that if the Council voted on the proposed agreement it included two parts for use with the first being a temporary field up by the lagoon which had been mentioned by Mr. Wagner. He asked Mr. Stennes if they were ready to go forward preparing the site on 8<sup>th</sup> Avenue for use. Mr. Stennes stated that they were not completely ready because the City was not ready to go out there. He said the contingency plan was to allow the club to use the old dump site which was southwest

of the lagoon. He said in order to keep the club together they need a place to fly and that is why they were going to be using this space which would also take pressure off the City for the site on 8<sup>th</sup> Avenue. He said this would also help them get on their feet, allow for time for the Council to see how this would work, and reminded the Council that this agreement can be ended at any time. He explained how they would like to eventually end up at a permanent site out at the lagoon. Council Vice-President Grassel asked what the hours of operation would be. Mr. Stennes said that most sites flying hours are mostly in the early mornings or late afternoons or possibly hours similar to golfing. He added that there could be some occasions that they may host an event on a weekend.

Council member Tweten asked why this group doesn't go up to the lagoon and then there wouldn't be any issues with it. He stated that Mr. James Wilson has issued a letter to the Mayor and City Council and asked if Mr. Stennes had seen it. Mr. Stennes said he had. Council member Tweten said that he thinks Mr. Wilson puts it well. He continued saying that the City has struggled over the years to develop this area and help the City grow. He stated that what will happen is that this will depreciate property values and in all probability have the City lose some sales. He commented that they wouldn't put an operation like this in the finest residential area on the south end of Grand Forks and if it was such a valuable asset they should put it up over there. He stated how the City had spent a lot of money redoing 23<sup>rd</sup> Street, the college was very interested in this site, and that this was an ideal site to help the college grow. He commented that if they want to injure the college then continue what they were doing or they could go up north by the lagoon. He continued saying how it was said there was no danger but these planes were like a piece of artillery and could be dangerous otherwise they wouldn't be offering the liability policy. He said there was one accident it would be too late and that this will hurt the City. He commented how he had spent more time trying to develop the City than anyone else in the room and he doesn't want the college injured or anything to injure the sale of lots. He stated that he will be voting against this and that there is a threat of a lawsuit. He added this was the best location for the City to put in a full purpose park and this would destroy it.

Mr. Stennes said he doesn't totally agree with Council member Tweten because developing things like parks or an RC Flying Field are an addition to and will help promote the value of the City. He said it may even help promote the sale of the lots. He added he didn't see how it would bring the lot values down. He said there are many cities that are bringing the RC Flying Fields into cities and that this won't hurt the City. He continued saying that as for being dangerous, these planes are not like artillery shells and that these things are here to stay. He added that if the guidelines are followed this would be a recreational area. He commented how some of the things mentioned were on the commercial side and the FAA is very concerned about that and working on it. He said again that this could be a great opportunity for the City. He stated that based on the economic development side of this, there was development in Grand Forks and up in Thief River Falls and the City should take the best they can get or maybe have something develop later. He said the people that work at these places like flying and tend to do it as a hobby, and that this could attract them to purchase a lot which would help increase the tax base.

Council Vice-President Grassel said the map included in the packet shows that the planes would be flying to the east of the site and asked if that was correct. Mr. Stennes said that was correct. Council Vice-President continued saying that the planes would then be flying over a field, that this site is approximately two and a half blocks from the nearest residence, and that these can only fly about 400 feet away from the controller. Mr. Stennes stated that if the planes get too far away from the controller that they will lose contact with the transmitter and go down.

Mayor Stauss asked if this was a temporary site and how long it would be a temporary site. Mr. Stennes said it would be a temporary site and that the interconnect project and decommissioning of the ponds would have to be completed before space is available for the permanent site. He said at this time there isn't an exact time table set yet because of some variables but it would end up being a few years. Mayor Stauss said the Council is listening to how this would be an advantage and good for the City and other taxpayers saying they don't think that it will be good. He continued saying that no one knows for sure if it would be good or bad and that he wouldn't mind watching from a distance but would not like it if this was real close to his home. He said he would like to give them one year, how it shouldn't hurt lot sales or the college in that period of time, and at that time the City would then know if this was good or not. He said he couldn't just go for a three year time frame because this may get many taxpayers upset but that he could go along with possibly one year agreement. Mr. Stennes said this agreement could be terminated in a short amount of time. He explained that it is set up for three years, it could be renewed for an additional three years, but is reviewed annually to see how things are going and that the City could terminate this at any time. Mayor Stauss said that at this time if people are flying illegally, told quick, and if they continue they should receive a fine. Mr. Stennes commented how cities are struggling to pass ordinances regulating this since the federal government and the FAA still haven't set their rules.

Mr. Galstad said to make sure that everyone was on the same page, there were two sites being discussed. Mr. Stennes said that was right. Mr. Galstad asked if the primary site was going to be the old dump site. Mr. Stennes stated that the primary site is the old dump out on the north end of 8<sup>th</sup> Avenue and because that is not ready and to keep the club intact they are asking to use a space out by the lagoons. He added that they would use the site by the lagoons until the site on 8<sup>th</sup> Avenue is ready. Mr. Stennes said that there isn't anyone within a mile of the site by the lagoon. Mr. Galstad asked about the second site on 8<sup>th</sup> Avenue and how that is also a temporary site until they are able to move to their permanent site when the lagoons are decommissioned. Mr. Stennes said that was correct.

Council member Pokrzywinski said it's always difficult when there are opposing views when a decision has to be made. He commented how communities get reputations as being welcoming or unwelcoming. He explained that he sees this as a potential recreational amenity for the City and the people attending the meeting are the kind of people that the City should welcome into the community because they are an involved in an emerging technology that has great potential benefit for the local economy. He added that with the safe guards in place and the regulations they have to follow be a member of the club should help alleviate the fears of the neighborhood. He stated that they will not be able to satisfy them and their fears and that this club deserves a chance. He said that he understands the fears but that he does not necessarily agree with them because the City does have the ability to terminate the agreement if there is an issue.

Council President Olstad commented that he appreciates having a public forum to discuss this which allowed Mr. Wagner coming in to voice his concerns, and to have Mr. Stennes speak for the club. He stated that there was a meeting about two weeks ago about this and asked if someone could come forward and speak about how this can be an educational tool which can be used with geospatial intelligence studies and GIS mapping. He said that this community should embrace things that the kids in the community as well as older people can do. He added that this would just be a temporary site and that they look forward at working with this group to create a site that would be known in the area for flying. He said this could be a great asset that down the road the City will be very proud of. He stated that he understands the concerns but that this will also be temporary. He said that what is great about this is that it is an educational tool and how that is something that is being overlooked. He then asked

for a representative from the University to come speak about how this is educational.

Mr. Ryan Walsh, 1229 3<sup>rd</sup> Ave NW, informed the Council that he was a student at UND and works with the UND Aerospace Foundation. He explained different items he has worked on and that he has taught students how to fly. He stated that there is currently an RC club at the University but there isn't any where to fly. He told the Council that he lives in East Grand Forks with his family. He explained that he has shown his kids how to build airplanes out of different kinds of materials. He said the value he sees in this is getting the kids involved by teaching them to make something that flies which gets them out of the house. He added this is something many kids could be involved with because this is the way the technology is going. He said even at the University the students are taught how to build an aircraft, how to incorporate systems, and even to include a backup plan. He said as an outsider looking in they could be weary of University aged kids using the field. He explained that he is a commercially licensed pilot and if he violates any FAA regulations or is suspected of violating FAA regulations he would be subject to significant action of having his certificates pulled and he would have to start all over again. He said the students at UND are expected to perform at a high level and they generally do. He commented how they are responsible for a \$500,000 up to \$2 million aircraft that they fly so they are generally responsible people. He added that he would like to see the City have place to go and test what they have built. He stated how he has reused items to build a plane to fly which had been used in a demonstration. He said a field like this would work great for him and his kids so they are able to test the planes they have made. He explained the kids that fly are connected to buddy box so an experienced pilot could take over at any time in the case the kid gets into any type trouble. He stated how this controlled area will help, people can be told where they can fly, and that this is a great opportunity to see where this can go.

Council President Olstad asked if there are any other questions or comments. There were none. He thanked everyone for coming in and making comments regarding concerns as well as support for this.

**APPROVAL OF MINUTES:**

1. Consider approving the minutes and summary of the "Regular Meeting & Closed Session" for the East Grand Forks, Minnesota City Council of May 3, 2016.
2. Consider approving the minutes of the "Work Session" for the East Grand Forks, Minnesota City Council of May 10, 2016.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE ITEMS ONE (1) AND TWO (2).**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers.*

**SCHEDULED BID LETTINGS: NONE**

**SCHEDULED PUBLIC HEARINGS:**

3. Public Hearing on the Tax Abatement Request from Northern Valley Machine.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER GRASSEL, TO OPEN THE PUBLIC HEARING.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers.*

Mr. Gorte explained that Northern Valley Machine was trying to expand and have asked for assistance from the City in the form of a loan which had been approved already by the EDA and by tax abatement. He stated that the City has approximately \$140,000 available in the border enterprise tax credits and how they are requesting a five year abatement of \$20,000 which is in line with the city policy. He added these programs are helping retain a business in East Grand Forks and that Mr. Walski was at the meeting to answer any questions.

**A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER GRASSEL, TO CLOSE THE PUBLIC HEARING.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers.*

**CONSENT AGENDA: NONE**

Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:**

- 4. Regular meeting minutes and minute summary of the Economic Development Authority Board for April 5, 2016.
- 5. Regular meeting minutes of the Water, Light, Power, and Building Commission for April 21, 2016.

**COMMUNICATIONS: NONE**

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

- 6. Consider approving the agreement between the City of East Grand Forks and the Red River RC Flyers Chapter 490 allowing the city property referenced in the agreement to be used as a flying field site.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE THE AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND THE RED RIVER RC FLYERS CHAPTER 490 ALLOWING THE CITY PROPERTY REFERENCED IN THE AGREEMENT TO BE USED AS A FLYING FIELD SITE.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, and Buckalew.*

*Voting Nay: Tweten\*.*

*Absent: DeMers.*

*\*Council member Tweten asked to have his vote changed after the meeting was adjourned to nay because he does not support this agreement.*

7. Consider adopting Resolution No. 16-05-48 granting Border City Development Tax Credits and approving the business subsidy agreement between the City of East Grand Forks and Walski Properties.

**A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 16-05-48 GRANTING BORDER CITY DEVELOPMENT TAX CREDITS AND APPROVING THE BUSINESS SUBSIDY AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND WALSKI PROPERTIES.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers.*

8. Consider approving the request to hire a baseball coordinator for the Park and Recreation Department to start at a salary of \$15.50 per hour with a start date of May 18, 2016 and will work until the end of the 2016 baseball season.

**A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE THE REQUEST TO HIRE A BASEBALL COORDINATOR FOR THE PARK AND RECREATION DEPARTMENT TO START AT A SALARY OF \$15.50 PER HOUR WITH A START DATE OF MAY 18, 2016 AND WILL WORK UNTIL THE END OF THE 2016 BASEBALL SEASON.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers.*

9. Consider awarding the job for the construction of a garage at the cemetery to Dan Cariveau Construction for a total of \$17,700.

**A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER BUCKALEW, TO AWARD THE JOB FOR THE CONSTRUCTION OF A GARAGE AT THE CEMETERY TO DAN CARIVEAU CONSTRUCTION FOR A TOTAL OF \$17,700.**

Council member Pokrzywinski stated that at the work session the Council has discussed possible alternatives which included speaking with Good Sam to see if space was available to store items for the cemetery. He said that he had spoken with them, there was space available at this time, so if the City wanted to take some time and look further into the plans for the garage this could be an alternative. He

added he would favor holding off on the project until next season. Council President Olstad asked if the plans were reviewed for the anticipation that it may be added onto. Mr. Dragich said they had some, that there was space available for an addition, and something they could pursue. Council member Olstad asked how that would change things such as appearance of the building or costs. Mr. Dragich stated they didn't know that yet. Council member Buckalew asked to have this item tabled especially if they are able to reach an agreement with Good Sam to help give the Council more time to make decisions about this project. Mayor Stauss asked if Valley Golf has storage available. Mr. Dragich said they didn't have any private space.

**A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER GRASSEL, TO TABLE THIS ITEM.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers*

10. Consider approving the request to start the process utilizing \_\_\_\_\_ for hiring a new Parks and Recreation Director.

Mr. Murphy said the Council has two options for hiring a Park and Rec Director. He explained they could complete this process in-house by using the Civil Service Commission or the Council could decide to use a headhunting firm. He stated that the City has used Springsted before. He continued saying if they decided to use Springsted for this hiring process the cost would be \$21,500 which would come with a one year guarantee or the basic search would be \$16,000 without a guarantee. He said he is comfortable moving forward with keeping this process in-house and using the Civil Service. Council President Olstad commented that he would lean towards the in-house process. Council member Pokrzywinski said this position could attract very good candidates from the region and would favor doing this hiring in-house. Council member Vetter said he could go either way. Council President Olstad asked if there any issues moving forward with in-house.

**A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE THE REQUEST TO START THE PROCESS UTILIZING THE IN-HOUSE PROCESS FOR HIRING A NEW PARKS AND RECREATION DIRECTOR.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers.*

11. Consider approving the following On-sale Weekday & Sunday Liquor Licenses Applicant Renewals:

- a. VFW Post 3817 located at 312 Demers Ave East Grand Forks, MN 56721
- b. Blue Moose Bar & Grill located at 507 2<sup>nd</sup> St NW East Grand Forks, MN 56721
- c. Eagles Club 350 located at 227 10<sup>th</sup> St NW East Grand Forks, MN 56721
- d. Mike's Pizza located at 411 2<sup>nd</sup> St NW East Grand Forks, MN 56721
- e. East Grand Lanes located at 1500 5<sup>th</sup> Ave NE East Grand Forks, MN 56721

- f. Casa Mexico Restaurant located at 112 14<sup>th</sup> St NE East Grand Forks MN 56721
- g. American Legion #157 located at 1009 Central Ave NW East Grand Forks, MN 56721

**A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE ON-SALE WEEKDAY & SUNDAY LIQUOR LICENSES APPLICANT RENEWALS.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers.*

- 12. Consider approving the following Off-sale Non-Intoxicating Malt Liquor License Applicant Renewal for East Side Travel Plaza located at 607 Gateway Dr NE East Grand Forks, MN 56721.

**A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE THE OFF-SALE NON-INTOXICATING MALT LIQUOR LICENSE APPLICANT RENEWAL FOR EAST SIDE TRAVEL PLAZA LOCATED AT 607 GATEWAY DR NE EAST GRAND FORKS, MN 56721.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers.*

- 13. Consider approving the following Off-sale Intoxicating Liquor License Applicant Renewals:

- a. Pop’s Liquor located at 122 4<sup>th</sup> St NE East Grand Forks, MN 56721
- b. Hugo’s Wine & Spirits located at 310 14<sup>th</sup> St NE East Grand Forks, MN 56721

**A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE THE OFF-SALE INTOXICATING LIQUOR LICENSE APPLICANT RENEWALS.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers*

- 14. Consider approving the On-sale Weekday & Sunday Liquor License Applicant Renewal from Valley Golf located at 2407 River Rd NW East Grand Forks, MN 56721.

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE THE ON-SALE WEEKDAY & SUNDAY LIQUOR LICENSE APPLICANT RENEWAL FROM VALLEY GOLF LOCATED AT 2407 RIVER RD NW EAST GRAND FORKS, MN 56721.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers.*

15. Consider approving the On-sale Wine and On-sale Non-Intoxicating Liquor License Applicant Renewal for Tao Garden located at 302 Demers Ave East Grand Forks, MN 56721.

**A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE THE ON-SALE WINE AND ON-SALE NON-INTOXICATING LIQUOR LICENSE APPLICANT RENEWAL FOR TAO GARDEN LOCATED AT 302 DEMERS AVE EAST GRAND FORKS, MN 56721.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*  
*Voting Nay: None.*  
*Absent: DeMers.*

16. Consider adopting Resolution No. 16-05-49 authorizing the imposition of a \$3000 per lot surcharge for sales initiated by the action of a realtor and would cause the need for the payment of a commission.

**A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 16-05-49 AUTHORIZING THE IMPOSITION OF A \$3000 PER LOT SURCHARGE FOR SALES INITIATED BY THE ACTION OF A REALTOR AND WOULD CAUSE THE NEED FOR THE PAYMENT OF A COMMISSION.**

Mayor Stauss asked if all of the lots have to be sold through a realtor or if individuals can still come in and purchase a lot. Council President Olstad stated that this would just affect the sales if a realtor is involved. Mr. Gorte said this was being done because the City was no longer using the MLS and will only occur when the sale is initiated by a realtor, not every sale. Mayor Stauss asked to have the realtors let their clients know. Mr. Gorte stated that he had informed Forx Builders about this.

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*  
*Voting Nay: None.*  
*Absent: DeMers.*

**CLAIMS:**

17. Consider adopting Resolution No. 16-05-50 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 24121 for a total of \$736.86 whereas Council Member Buckalew is personally interested financially in the contract.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 16-05-50 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 24121 FOR A TOTAL OF \$736.86 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, and Tweten.*  
*Voting Nay: None.*

*Absent: DeMers.*

*Abstain: Buckalew.*

18. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

**A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER GRASSEL, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-TREASURER TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers.*

**COUNCIL/STAFF REPORTS:**

Mayor Stauss asked when the pool was scheduled to open. Mr. Dragich stated June 5<sup>th</sup> was the target date.

Council Member Pokrzywinski reminded the Council that next Monday evening from 5:00pm until 7:00pm the Forx Builders was going to be hosting an event at Valley Golf which was a joint effort between the EDA, the Water and Light Department, and Valley Golf to showcase the amenity available. He added that everyone was invited and welcome to attend.

Council President Olstad stated that he wanted to bring up that it was National Police Appreciation week, that there was a service in Grand Forks, and that he would like to thank Chief Hedlund and his officers for what they do.

Mr. Murphy said the new intern had started and was in attendance at the meeting.

Mr. Dragich informed the Council that Thursday was Arbor Day and the Arbor Day Celebration would be taking place in Grand Forks this year at the Discovery Elementary School. He added that Council member Buckalew would be in attendance to speak on East Grand Forks' behalf and invited everyone to the event which would be starting at 9:30am.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADJOURN THE MAY 17, 2016 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:58 P.M.**

*Voting Aye: Olstad, Grassel, Vetter, Pokrzywinski, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: DeMers.*

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David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES  
OF THE SPECIAL MEETING  
CITY OF EAST GRAND FORKS  
TUESDAY, MAY 24, 2016 – 5:00 PM**

**CALL TO ORDER:**

*The Special Meeting of the East Grand Forks City Council for May 24, 2016 was called to order by Council President Mark Olstad at 5:00 P.M.*

**CALL OF ROLL:**

*On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Mark Olstad, Council Vice-President Chad Grassel, Council Members Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.*

*Mark Dragich, Interim Parks & Recreation Director; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; Jason Stordahl, Public Works Director; and Corey Thompson, IT Manager.*

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present.*

**SCHEDULED PUBLIC HEARINGS:**

1. Public Hearing regarding the splitting of Lot 6 Block 1 in the Coulee View Addition.

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GRASSEL, TO OPEN THE PUBLIC HEARING.**

*Voting Aye: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, and Olstad.*

*Voting Nay: None.*

Ms. Ellis stated that McMahons had purchased Lot 5 in the Coulee View Addition and Ms. Stauss had purchased Lot 7 in the Coulee View Addition. She said that both would like a little larger lot and have decided to purchase and split lot 6. She continued saying this would have to be replatted showing the two new lots. Council member Tweten asked if the special assessments were paid in full. Ms. Ellis said yes.

**A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER DEMERS, TO CLOSE THE PUBLIC HEARING.**

*Voting Aye: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, and Olstad.*

*Voting Nay: None.*

**NEW BUSINESS:**

2. Consider approval of the Replat of Lots 5, 6, and 7 Block 1 Coulee View Addition.

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE OF THE REPLAT OF LOTS 5, 6, AND 7 BLOCK 1 COULEE VIEW ADDITION.**

*Voting Aye: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, and Olstad.*

*Voting Nay: None.*

3. Consider approving the following On-sale Weekday & Sunday Liquor Licenses Applicant Renewals:

- a. Whitey's located at 121 Demers Ave East Grand Forks, MN 56721
- b. Little Bangkok located at 415 2<sup>nd</sup> St NW Suite 1 East Grand Forks, MN 56721
- c. Mamma Maria's located at 211 Demers Ave Suite 16 East Grand Forks, MN 56721

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE THE ON-SALE WEEKDAY & SUNDAY LIQUOR LICENSES APPLICANT RENEWALS.**

Council member DeMers asked if any of these businesses had failed the recent alcohol compliance check. Mr. Hedlund said that all of these places passed.

*Voting Aye: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, and Olstad.*

*Voting Nay: None.*

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE MAY 24, 2016 SPECIAL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:04 P.M.**

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David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES  
OF THE CITY  
COUNCIL WORK SESSION  
CITY OF EAST GRAND FORKS  
TUESDAY, MAY 24, 2016 – Following the Special Meeting**

**CALL TO ORDER:**

*The Work Session of the East Grand Forks City Council for May 24, 2016 was called to order by Council President Mark Olstad at 5:07 P.M.*

**CALL OF ROLL:**

*On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Mark Olstad, Council Vice-President Chad Grassel, Council Members Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.*

*Dan Boyce, Water & Light Manager; Mark Dragich, Interim Director; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; and Jason Stordahl, Public Works Director.*

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present.*

**1. Request to Pave Parking Lot – Paul Gorte**

Mr. Gorte told the Council the parking lot he was referring to was the lot located next to the VFW. He said that it was very common for this lot to have cars parked here for the businesses located nearby. He reminded the Council that there is a new restaurant that is going to be located on the first floor of the Minnesota Heights building and how there are concerns about available parking in this area of the City. He stated that he was bringing forward a proposal to pave the lot using TIF dollars and help make sure parking is available to serve the businesses downtown. Council President Olstad asked if there were any questions and commented that Mr. Craig Tweten would also like to address the Council.

Council member DeMers asked if paving this would preclude the City from selling or developing this lot in the future. Mr. Gorte said it would change the way or change the approach the City would take with this lot. Council member Vetter mentioned that the VFW had been interested in putting a door on the side and if anyone had talked with the VFW to see what their plans are. Mr. Gorte explained that he brought this to the Council before bringing it to the VFW. Mayor Stauss asked that they dress up the side of the building if parking is put here. Council Vice-President Grassel asked if it was feasible to use asphalt instead of concrete if the Council would still be considering selling this lot and asked if that would cause massive problems. Mr. Emery said the Council could look at asphalt as an option. He explained that concrete would cost more up front, that there would have much less maintenance over

time, but that asphalt would be cheaper upfront. Mayor Stauss commented how the lot had been for sale for over 20 years and right now if a building is put there it would create more of a problem with parking. Council member Buckalew commented how the Council has discussed parking districts for a long time and now may be the time to speak with the businesses to help protect their interests in available parking and help with maintenance costs in the future.

Mr. Craig Tweten reminded the Council that he is with Community Contractors. He commented how he thinks the Council is wrong, listed the places where they are building, and how they have developed the apartments in the downtown. He told the Council that Monday evening he counted parking stalls and what was available for parking. He said he feels there are about 185 stalls to use. He asked the Council to continue to grow the community and continue to develop the city. He showed the Council an example of an apartment building his company was building in Bismarck and how a very similar structure could be built on that corner lot. He added how he could include parking and commercial space on the first floor. Discussion followed about how this proposed building could be either 4 or 5 stories high and how an additional apartment building may not be an asset since parking is an issue already.

Council member DeMers stated how spending \$180,000 for a concrete parking lot is a terrible waste of money and a terrible project for the City. He added how the lot hasn't sold in the last 20 years but in the last 10 years the downtown has changed. Mayor Stauss asked if there were restrictions on how high the building could be. Ms. Ellis said not in the down town area and added a parking study had been completed so she had more information if the Council was interested. Council member Buckalew asked if the proposed apartment building would meet the current city code. Ms. Ellis said the ordinance had been amended which required 35% of the ground floor to be commercial. Council member Buckalew asked Mr. Tweten if he was prepared to proceed without using public monies. Mr. Tweten said he would need to purchase the land for \$1, need \$250,000 in cash, and a 9 year tax abatement to make it work. More discussion followed about similar project that Mr. Tweten was working on in Fargo. Council President Olstad asked if the Council would be open to taking a step back and look at the project before making a decision. After a brief discussion it was decided the Council would look at a proposal before moving forward.

## **2. Request to Implement Broadcasting of City Meetings – Corey Thompson**

Mr. Thompson informed the Council he had put together a proposal as requested for the implementation of broadcasting the public meetings. He explained that three cameras would be installed in the Council Chambers and two cameras would be installed in the Training Room. He added the cost for equipment and labor to install everything will be just under the \$25,000 amount of the grant. Council member DeMers asked what the implementation schedule would be. Mr. Thompson stated that they would start installing and updating equipment in July, test it throughout the fall, and start running full time at the beginning of next year. Council member DeMers asked to have the MPO meetings broadcast as well as city meetings.

This item will be referred to a City Council Meeting for action.

### **3. Request to Enter into Pop Contract – Mark Dragich**

Mr. Dragich informed the Council that the current contract had expired. He stated that both Pepsi and Coca Cola were contacted and asked to submit bids but only Coca Cola did. He explained they had proposed either a 5 or 10 year contract. He recommended moving forward with the 10 year contract and earmark the funds for paying off the zambonis. Council President Olstad asked how the revenue was handled. Mr. Dragich said he wasn't sure but he thought that it currently goes into the general fund and is not earmarked for anything specific. Council member DeMers said he didn't have a problem having revenue go for a specific purpose but that would mean a cut somewhere else. Council President Olstad commented that those payments come out of the general fund so it would be a wash. He asked to have that determined before the next Council Meeting. Council member Vetter asked what concession stands that the City has since they don't run any of them. Mr. Dragich said the City doesn't run any of the concession stands and but they all fall under this contract.

Council member Buckalew said he was reviewing prices which included a 3% yearly increase. He asked if the City was committing to something they may be changing in the future if they change to fountain pop to save more money. Mr. Dragich said that was looked into this last year. He said the volume the City goes through it wouldn't save very much for the price the City could purchase the fountain pop for. Council member Buckalew asked if he was concerned about the price escalator. Mr. Dragich said he wasn't concerned about it because the cost is not much higher than what pop is being sold for at a gas station and the increase won't be amounting to much. He added he was recommending the 10 year contract because if they went with a five year contract the City may not be offered any more funding once the contract expires. Council member DeMers asked if the City could ask for an escalator on the amount received per year. Mr. Dragich said he certainly could.

This item will be referred to a City Council Meeting for action.

### **4. Request to Purchase Mobile Data Computers – Mike Hedlund**

Mr. Hedlund reminded the Council this had previously been brought forward and it was requested to look into other options. He said that staff and the IT Department looked into other possible options and found a semi-rugged computer that came with a three year warranty which included accidental an were about half the cost of the tough books. He commented that it had good reviews but if there are issues with these computers he will be coming back and asking to purchase tough books. Council member DeMers thanked Chief Hedlund for looking into other options. He then asked if they should get tablets in the future. Mr. Thompson stated that had been looked into and currently the best option is to continue using the laptops.

This item will be referred to a City Council Meeting for action.

### **5. Request to Review Rental Registration & Inspection Practices – Nancy Ellis**

Ms. Ellis explained how she and the fire chief or a building inspector go on yearly inspections of rental properties to make sure there aren't any fire code issues. She stated how these inspections are time consuming and difficult to schedule. She said they have been receiving push back because of frequent inspections. She told the Council the inspections cost more than what is collected for a rentals each year

and how there are around 600 inspections that need to be done. She asked for direction from the Council if they should continue with what they are currently doing or if this process should be amended.

Council President Olstad commented how a five year cycle could be beneficial. Ms. Ellis stated they could do a percentage of inspections each year. Mayor Stauss commented how people could call in if there was an issue in between inspections. Discussion followed about how they only look at fire code issues on the inspections, how the housing authority does inspections as well including vacant spaces, and changing inspections to every five years could change how the inspection fee is charged. Chief Larson commented how they may want to also include the ability to pull the certificate of occupancy. Ms. Ellis added if they added being able to pull the certificate of occupancy and inspect every five years the inspections would become more efficient. Council President Olstad asked if there were issues changing inspections to every five years. There were none. Ms. Ellis said she would make the changes and bring the information back for the Council to review.

This item will be brought back to a future Work Session.

#### **6. Request for Approval of Special Use Permit – Nancy Ellis**

Ms. Ellis reminded the Council about the proposed cell tower that would be located between the VFW Arena and the south end fire station. She explained the Planning Commission is recommending the City Council approve the special use permit with the listed conditions that include a wooded fence for screening around the tower. She asked Mr. Galstad to speak about the lease agreement.

Mr. Galstad stated he had spoken with Mr. Buell, that they agreed upon the language used in the agreement but they were still discussing what the space would be rented for each month. He said Verizon was offering \$12,000 per year and that he had been looking into what other cities collect and how that it varies from city to city. He explained when he asked for a higher rent Mr. Buell said they would make the foot print smaller so the City would be able to rent the space to other carriers instead. Discussion followed about how the City should ask for more a month and if a re-opener should be added. Council President Olstad asked to try and negotiate \$2000 per month for rent. Council member Vetter asked they didn't agree to \$2000 per month to start with \$1000 per month and add an additional \$500 for each carrier that rents space from them. Mr. Galstad said he would ask about both options.

#### **7. Request to Approve the Update to the Transit Title VI Plan & LEP Plan – Nancy Ellis**

Ms. Ellis informed the Council that this update was required by law and had to be adopted in order for the City to receive transit dollars. She said the plan had been prepared and updated to meet the goals and she was asking for approval.

This item will be referred to a City Council Meeting for action.

#### **8. Other**

Council member DeMers said the Red Lake River Corridor group was working on a master plan and once that is completed they will be submitting for funding. He added this group was supporting a June 10<sup>th</sup> paddling event on the Red River in East Grand Forks and encouraged people to attend.

Ms. Helgeson informed the Council there was an art exhibit in the library which was created by homeless veterans and would be there until Thursday so if they got a chance to stop in.

Mr. Galstad mentioned that the City may need to become more involved in the purchasing of water rights and more information would be coming forward shortly.

Mayor Stauss commented how good the new fence looked at the pool, he stopped by the campground and commented how Catherine needs to be kept more in the loop and receive more help from the City. He also asked to keep a record of what the City does in the park so when it comes to possibly renewing the contract the city should review the information and see if it should be taken over completely. He then asked why the fountain is not working. Mr. Dragich stated that a supply line is broken and it is being addressed. Mayor Stauss then asked if the flowers were going to be out for Memorial Day. Mr. Dragich said the flower beds will be planted but the pots and hanging plant still need some time. Mayor Stauss commented how they really need to have those out for Memorial Day. He continued saying even though he didn't want to bring this up but the number one issue last year was flowers. He stated he didn't like the article in the paper, it made him look like a villain, and it was his fault there weren't flowers. He explained the cost of the flowers was less than 1% of the City budget that they couldn't find the funds to cover the flowers.

Mayor Stauss reviewed how the City receive around \$800,000 from the sale of the mall, how some people retired without being replaced, the swimming pool budget was cut which was included in 5% cut, there weren't as many snow storms, and said how it could have been fit in. He stated how both he and Mr. Dale Helms raised \$27,000 for the flowers. He said that didn't bother him but the part that did bother him was that the City Administrator was told not to give any assistance. He continued saying how the funds couldn't be run through the City and this group given no support. He asked the reason why the City wouldn't accept the flowers. He explained the left over funds were given to the Heritage Foundation and they used to decorate Christmas trees by the VFW and the war memorial. He commented again how this was questioned. He pointed out to the Council all of the items in a picture he had handed out that have been donated for beautification of the City. He added he did not cut the budget to stop the flowers being planted and that he has always been in favor of beautifying the City.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADJOURN THE MAY 24, 2016 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:25 P.M.**

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David Murphy, City Administrator/Clerk-Treasurer

# Request for Council Action

Date: 6-2-16

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

Cc: File

From: Administration & Police Departments

RE: VFW & Northdale Oil Failed Alcohol Compliance Checks

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## **Background:**

The VFW and Northdale Oil (Tesoro) both recently failed an alcohol compliance check. This was the second failed compliance check within a 12 month period for both businesses. Per City code this is grounds for a \$500 fine and a three day suspension of their liquor license. Both businesses have already paid the fine, and the VFW has indicated that they intend to appeal the suspension while Northdale Oil has indicated they will accept the three day license suspension.

In the most recent similar situation the city council chose to dismiss the suspension while still imposing the fine. Our most recent round of compliance checks showed a significant increase in failed checks and we feel the city needs to re-examine how these situations are handled.

Possible courses of action include but are not limited to:

Enforce the three day suspension as stated in city code.

Reduce the suspension with no other restrictions.

Reduce the suspension while leaving the other two days as a conditional suspension should the businesses fail another compliance check within the next \_\_\_ (number of years TBD) years.

Dismiss the suspension.

## **Recommendation:**

The City of East Grand Forks Administrative Staff, in conjunction with the East Grand Forks Police Department, is in the process of finalizing a set of proposed new penalty guidelines that would establish what the penalties would be for liquor license violations in East Grand Forks. These proposed guidelines will be brought to a work session in the near future. Under these proposed guidelines the penalty for a "second event" would be a \$500 fine (the same as the current fine) and a one day suspension of the establishment's liquor license. Additional "events" would result in increased penalties. The proposed guidelines also expand the time frame for subsequent events beyond the current twelve month time period.

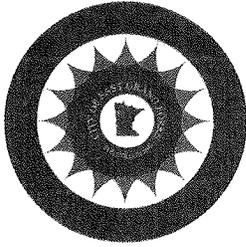
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The recommendation for the current situations would be to apply the penalty as stated in the proposed guidelines (\$500 fine and a one day license suspension). While we understand that Northdale Oil (Tesoro) has stated that they are willing to accept the three day suspension it is our belief that both businesses should be treated the same.

We would strongly recommend that the council not completely dismiss the suspensions. It is our opinion that requiring no suspension after a second event sets a bad precedent and minimizes the importance of keeping alcohol out of the hands of underage persons. By the same token, the current penalty guidelines are both overly punitive in the short term (going from a \$250 fine on a first event to a \$500 fine and three day suspension on a second event) and ineffective in the long term (only covering a twelve month time frame thus ignoring repeated violations that occur in a greater time period).

**Action Required.**

Decision on what punishment the council deems appropriate.



# City of East Grand Forks

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

## APPLICATION FOR FIREWORKS/PYROTECHNIC SPECIAL EFFECTS PERMIT

License Fee: **\$50**

### Applicant Information (Sponsoring Organization)

Grand Forks Sertoma Club	N/A
<i>Applicant Name</i>	<i>Phone Number</i>
6200 Lake Drive	Grand Forks ND 58201
<i>Applicant Address</i>	<i>City State Zip</i>
<i>Federal Tax ID #</i>	<i>MN Tax ID #</i>

### Authorized Agent Information

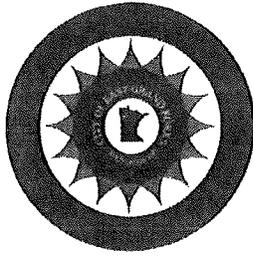
RES Specialty Pyrotechnics, Inc.	952.873.3113
<i>Authorized Agent Name</i>	<i>Phone Number</i>
21595 286th Street	Belle Plaine MN 56011
<i>Business Address</i>	<i>City State Zip</i>

### Fireworks/Pyrotechnic Special Effects Information

July 4, 2016	Approx. 10:30 PM	Approx. 10:50 PM
<i>Date of Event</i>	<i>Start Time</i>	<i>End Time</i>
East Grand Forks, MN, along Red River across from Cabela's		
<i>Location of Event</i>		
Delivered Day of Show		
<i>Manner and place of storage of fireworks/pyrotechnic special effects prior to display:</i>		
see attachment		
<i>Type &amp; number of fireworks/pyrotechnic special effects to be discharged:</i>		

Minnesota state law requires that this display be conducted under the direct supervision of a pyrotechnic operator certified by the State Fire Marshal.

Don Lange	O-0607
<i>Name of supervising operator:</i>	<i>Certificate No:</i>
21595 286th Street	Belle Plaine MN 56011
<i>Corporate Address</i>	<i>City State Zip</i>



# City of East Grand Forks

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

## APPLICATION FOR SPECIAL EVENT

License Fee: \_\_\_\_\_

Organization Information	
<u>SACRED HEART School</u> <i>Organization Name</i>	<u>Cell 701-739-4100</u> <u>218-773-0877</u> <i>Organization Phone Number</i>
<u>200 3rd St NW. EGF Mn</u> <i>Organization Address</i>	<u>EGF</u> <u>Mn</u> <u>56721</u> <i>City</i> <i>State</i> <i>Zip</i>

Applicant Information	
<u>Wayne Piernusewski</u> <i>Applicant Name</i>	<u>701-739-4100</u> <i>Applicant Phone Number</i>
<u>1811 14th St NW</u> <i>Applicant Address</i>	<u>EGF</u> <u>Mn</u> <u>56721</u> <i>City</i> <i>State</i> <i>Zip</i>

Special Event Information		
<u>August 13, 2016</u> <i>Date of Event</i>	<u>10:00 AM</u> <i>Start Time</i>	<u>4:00 PM</u> <i>End Time</i>
<u>5K Run - Color Run</u> <i>Explanation of Event</i>		
_____ <i>Route/Area of Event (include map)</i>		
_____ <i>Special Requests (Staff, Road Closures, Etc)</i>		

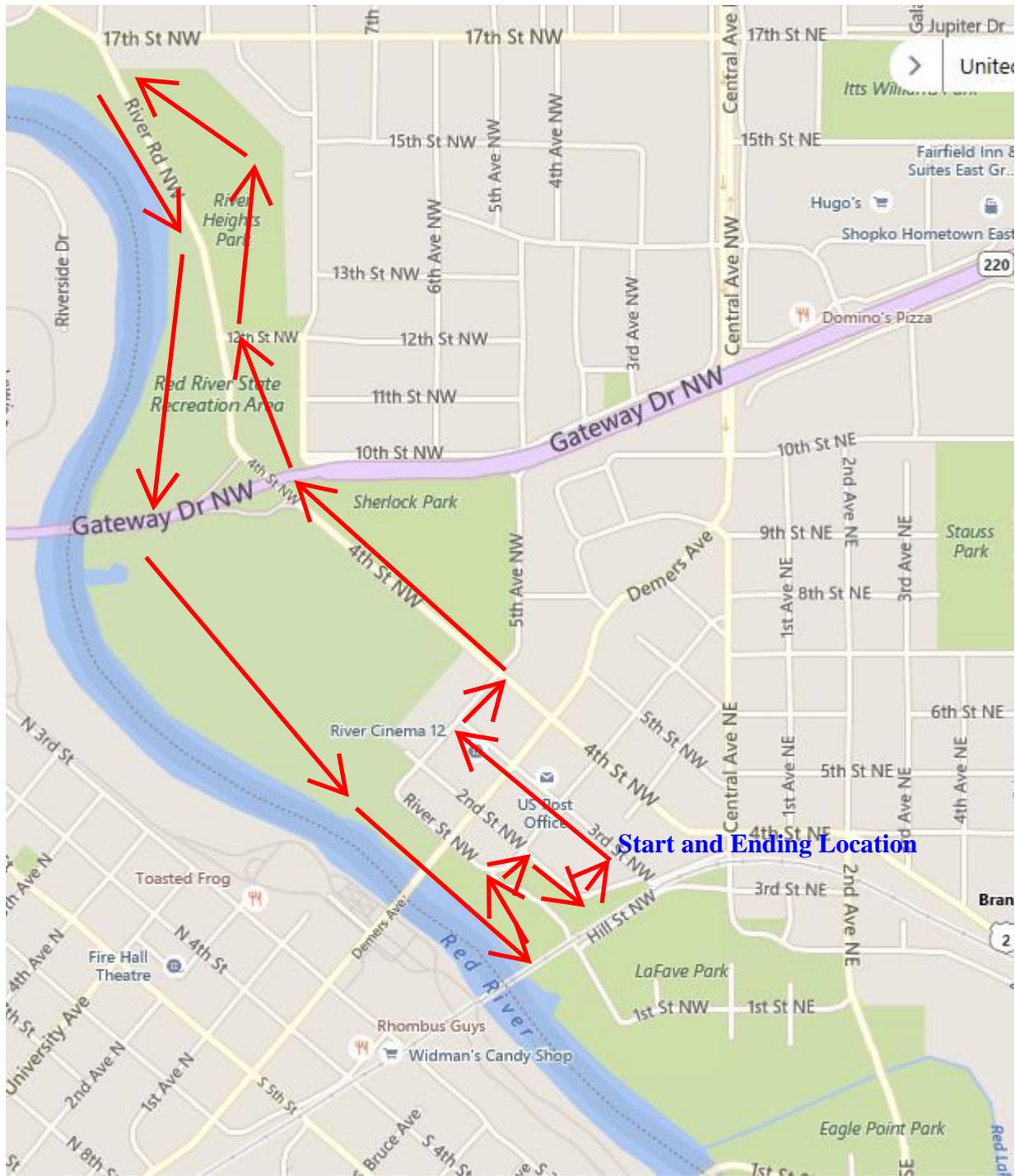
I hereby certify that I have completely filled out the entire above application, together and that the application is true, correct, and accurate.

Wayne Piernusewski  
*Signature of Applicant*

Wayne Piernusewski  
*Print Name*

April 15, 2016  
*Date*

Athletic Club President  
*Title*





Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

*Hugo's  
 - Bus mess  
 After hours*

7

**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: EAGLES CLUB 350 Date organized: 4/4/1903 Tax exempt number:

Address: 227 10th St NW City: EAST GRAND FORKS State: MN Zip Code: 56721

Name of person making application: MICHAEL L. MELBY Business phone: 218 773-2445 Home phone: [REDACTED]

Date(s) of event: JUNE 16th 2016 Type of organization:  Club  Charitable  Religious  Other non-profit

Organization officer's name: MICHAEL L. MELBY City: EAST GRAND FORKS State: MN Zip Code: 56721

Organization officer's name: Dean M. Knutson City: Grand Forks State: ND Zip Code: 58701

Organization officer's name:  City:  State:  Zip Code:

Organization officer's name:  City:  State:  Zip Code:

Location where permit will be used. If an outdoor area, describe. HUGO'S EAST GRAND FORKS PARKING LOT 306 14th ST NE EAST GRAND FORKS MN 56721 inside a tented AREA surrounded by Fencing.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Secura Insurance \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of East Grand Forks  
 City or County approving the license

\_\_\_\_\_  
 Date Approved

\$100.00  
 Fee Amount

\_\_\_\_\_  
 Permit Date

5/25/16  
 Date Fee Paid

\_\_\_\_\_  
 City or County E-mail Address

\_\_\_\_\_  
 City or County Phone Number

\_\_\_\_\_  
 Signature City Clerk or County Official

\_\_\_\_\_  
 Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.  
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT  
 BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**

# Request for Council Action

Date: 5-24-2016

To: East Grand Forks City Council

Cc: File

From: Corey Thompson, Technology Manager

RE: Implement Broadcasting of City Meetings and Activities

---

Consider authorizing expenditures to obtain and install equipment to allow audio and video broadcasting and recording of City meetings from the City Council chambers and City Hall training room, and authorization to begin broadcasting public meetings and other events. Estimated equipment acquisition and installation cost is \$24,845, funding source to be the \$25,000 Knight Foundation grant accepted by the Council earlier in 2016.

## **Background:**

A desire to provide citizen engagement using multimedia has been expressed by many. Upon discussion, it was determined building systems to deliver live and archived (or on-demand) audio and video content using Internet delivery, including social media and mobile, along with scheduled live and repeat broadcasts on the City cable TV channel will help fulfill the desire. In addition to public meetings, it is the intent to work with other City departments such as the Campbell Library, Parks and Recreation and Emergency Management to make use of the resources to enhance their service to the public.

## **Project Overview:**

Capture video of meetings by installing high definition video cameras:

- Installation of three remotely and programmatically operated pan-tilt-zoom (PTZ) cameras in the City Council chambers. Two towards the rear of room pointing at council desk, one in front for covering speaker podium and audience.
- Installing two remotely and programmatically operated PTZ cameras in the training room at opposite corners to give full room coverage.

Improve audio capture by replacing audio mixers in City Council chambers and training room with ones that can be remote controlled and have advanced digital signal processing (DSP) to provide clear, consistent sound.

Integration of video processing and playout server running software video and audio switching. This device will switch between cameras, overlay graphics, run scheduled programs for linear streams, command PTZ cameras.

Incorporation of storage servers to store recorded events for archive and playback.

Implementation of transcoding and streaming appliances to provide adaptive rate internet delivery of programming.

Provide SDI or ASI feed from playout server for cable TV integration

Most installation labor will be internal.

**Proposed Schedule:**

Upon approval, equipment acquisition and installation will begin in July and continue through September. Test broadcasts will begin in the fall and continue through December. During this time, not only will technical bugs be worked out, but also work on documenting best camera angles, graphics and styling standards, automation programming, and development of standard operating procedures for staff training. Public broadcasts are expected to start at the beginning at 2017.

**Recommendation:**

Approve expenditures for initial implementation of broadcast equipment up to the Knight Foundation grant amount and authorize broadcasting of public meetings.

---

# Request for Council Action

Date: May 24<sup>th</sup>, 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: Nancy Ellis, Transit Manager

RE: Approve the 2016 Update to the Transit Title VI Plan and LEP Plan

---

## RECOMMENDATION:

Staff recommends approval of the proposed Title VI Plan

## BACKGROUND:

In accordance with Title VI of the Civil Rights Act of 1964, recipients of federal financial assistance must not discriminate in the level and quality of transportation services and transit-related benefits on the basis of race, color, or national origin. Special emphasis is placed on persons with Limited English Proficiency (LEP), as different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination. The City of East Grand Forks and Cities Area Transit (CAT) are required to submit a Title VI and LEP Plan to the Federal Transit Administration (FTA) every three years. Staff recommends approval of the 2016 Update of the CAT Title VI & LEP Plan, subject to FTA review and approval.

## ANALYSIS & FINDINGS OF FACT:

Recipients of FTA funding must include the following in their Title VI Plan:

1. **Title VI notice to the public and list of locations where the notice is posted**  
CAT posts a notice that indicates compliance with Title VI and informs the public of their protections against discrimination at the City Bus Garage, Metro Transit Center, Grand Forks City Hall, UND Memorial Union, East Grand Forks City Hall, Northland Community & Technical College, and on-board all transit vehicles. The notice instructs persons who believe they have been discriminated against to contact CAT or the FTA. The notice also instructs persons needing language assistance to contact CAT.

2. **Notice to the public regarding Title VI discrimination complaint procedures**  
 CAT provides instructions on how to file a Title VI discrimination complaint on its website. CAT provides a Title VI complaint form, which must be filed within 180 calendar days of the alleged occurrence. Complainants may also file Title VI complaints with the FTA.
  
3. **List of any public transportation-related Title VI investigations, complaints, or lawsuits**  
 CAT has not had any transportation-related Title VI investigations, complaints, or lawsuits filed since the last plan submission.
  
4. **Public participation plan and outreach efforts**  
 CAT has a Mobility Manager to perform outreach activities for public transit users, including monthly bus familiarization trainings for new Americans. CAT has also entered in to a Memorandum of Understanding with the Grand Forks-East Grand Forks Metropolitan Planning Organization (MPO) to follow the MPO's Public Participation Plan for transit fare and service changes.
  
5. **Limited English Proficiency Plan**  
 According to the U.S. Census Bureau, about 2.29% of the total population (1,279 persons) in Grand Forks, ND and East Grand Forks, MN are considered limited English proficient (LEP). This is a 29% increase from 989 LEP persons in 2010.

CAT assesses the frequency with which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and verbally surveying drivers. Contact with LEP persons has increased in recent years as many new Americans are utilizing CAT's public transportation services.

The Grand Forks community resettles about 90 refugees per year, most of whom speak Nepalese or Somali. CAT's public transportation services are very important to the new American community, as they rely heavily on public transit during their first year in the community. Through New American Services and Global Friends Coalition representatives who serve on the Human Services Coordinated Transportation Committee, CAT has learned a great deal about the importance of reliable transportation to and from English language classes for new Americans.

New American Services and other groups, such as Global Friends Coalition, provide bus skills training and teach new Americans how to purchase a bus pass, pay their fare, request a transfer on-board a CAT bus, etc. CAT's Mobility Manager also provides bus familiarization training once per month with the help of New American Services interpreters. The training goes over how to follow the bus map and schedule, hours of operation, fare payment, and more. This is also an opportunity to address issues that drivers encounter with LEP persons on the bus, such as understanding the rules for fare payment and the bike and bus program.

CAT continues to work closely with New American Services and Global Friends Coalition to assist LEP persons. Additional outreach measures that CAT is considering for the future

include translation of vital documents and on-vehicle announcements in to Nepalese and/or Somali and partnering with the University of North Dakota Multicultural Student Services and Northland Community & Technical College to provide bus familiarization training.

**SUPPORTING MATERIALS:**

Cities Area Transit Title VI Plan (2016 Update) in on file at the Planning/Transit Office

**RESOLUTION NO. 16 – 06 - 51**

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

WHEREAS, In accordance with Title VI of the Civil Rights Act of 1964, recipients of federal financial assistance must not discriminate in the level and quality of transportation services and transit-related benefits on the basis of race, color, or national origin; and,

WHEREAS, Special emphasis is placed on persons with Limited English Proficiency (LEP), as different treatment based upon a person’s inability to speak, read, write, or understand English may be a type of national origin discrimination; and,

WHEREAS, Both the City of East Grand Forks and Cities Area Transit (CAT) are required to submit a Title VI and LEP Plan to the Federal Transit Administration (FTA) every three years; and,

WHEREAS, Recipients of FTA funding must include the following in their Title VI Plan: 1) Title VI notice to the public and list of locations where the notice is posted; 2) Notice to the public regarding Title VI discrimination complaint procedures; 3) List of any public transportation-related Title VI investigations, complaints, or lawsuits; 4) Public participation plan and outreach efforts; and 5) Limited English Proficiency Plan;

NOW THEREFORE, BE IT RESOLVED that the City of East Grand Forks does hereby approves the 2016 Update of the CAT Title VI & LEP Plan, subject to FTA review and approval.

*Voting Aye:*  
*Voting Nay:*  
*Absent:*

The President declared the resolution passed.

Passed: June 7, 2016

Attest:

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

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

I hereby approve the foregoing resolution this 7<sup>th</sup> of June, 2016.

\_\_\_\_\_  
Mayor

# Request for Council Action

Date: 04/21/2016 – Updated May 19, 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 EGFPD 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

\*\*\*Per City Council request the EGFPD and East Grand Forks IT personnel did additional research and came up with what we believe is a viable alternative to the Panasonic Toughbook. The Dell Latitude 14 Rugged is a semi-rugged computer that matches most specifications of the fully rugged Toughbooks at a significantly reduced price (\$9,210.45 for five computers) as compared to the Toughbooks (\$18,100.00). This price does not include shipping and we may also have to update some of our mounts but should still be significantly below the previous bids.

**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.~~

That the East Grand Forks City Council approve the purchase of five (5) Dell Latitude 14 Rugged computers for use in the EGFPD squad cars.

**Enclosures:** ~~Quotes from PCM, Ingram and Bizco~~  
Price summary for the Dell Latitude 14 Rugged – this price does not include shipping.



# Print Summary



## Latitude 14 Rugged

Starting Price **\$2,588.70**  
 Instant Savings **\$746.61**

**Subtotal \$1,842.09**

As low as **\$56.00 /month^**

[Dell Business Credit | Apply](#)

[Discount Details](#)

**Ships in 8 - 10 Business Days**

**My Selections**    [All Options](#)

- **Latitude 14 Rugged**

<b>Date</b>	5/5/2016 9:07:14 AM Central Standard Time			
<b>Catalog Number</b>	4 Retail 04			
<b>Evalue Code</b>	CUL14RW7P			
Catalog Number / Description	Product Code	Qty	SKU	Id
<b>Processor:</b> 4th gen Intel® Core™ i5-4310U Processor (2.0GHz, 3M cache) (no security hardware)	54310N	1	[338-BFPT]	146
<b>Operating System:</b> Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License)	DW10P7M	1	[619-AIKP]	11
<b>Microsoft Application Software:</b> No Productivity Software	NOPSW	1	[630-AARX]	1002
<b>Dell Data Protection Solutions:</b> No DDPE Encryption Software	NODDPE	1	[954-3465]	156
<b>Security Software:</b> No Anti-Virus Software	NOANVIR	1	[650-AACW]	1014
<b>Operating System Recovery Options:</b> Recovery media not included	NOME81	1	[620-AAWD]	200013
<b>Latitude 14 Rugged (5404):</b> Latitude 14 Rugged	5404T	1	[210-ADEK]	1
<b>Memory:</b> 8GB (1x8GB) 1600MHz DDR3L Memory	8G1D6	1	[370-AAER]	3
<b>Keyboard:</b> Sealed Internal RGB Backlit English Keyboard	KBENG	1	[580-ABYR]	4
<b>Video Card:</b> UMA Video Card	UMA	1	[490-BCGN]	6
<b>Hard Drive:</b> 500GB 5400RPM SATA Hard Drive	500S3Y	1	[400-AAYY]	8
<b>Documentation/Disks:</b>	35			

Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	1	[340-AGIK]	21
<b>Wireless:</b> Dell Wireless 1707 1x1 Single Band 802.11bgn + Bluetooth 4.0 LE	1707BC	1	[555-BBRU]	19
<b>PowerCord:</b> US Power Cord	USE5	1	[537-BBBD]	20
<b>Intel Rapid Technology and Smart Connect:</b> No Intel Responsive	NONE	1	[409-BBCF]	707
<b>LCD:</b> 14.0 HD (1366x768) High brightness display with Camera & Microphone	NTCM	1	[391-BBTO]	760
<b>Primary Battery:</b> 6-cell (65Wh) Lithium Ion battery with ExpressCharge™	6CJ	1	[451-BBOK]	112
<b>E-Star:</b> EnergyStar 6.0	ESTAR	1	[387-BBJD]	122
<b>Power Supply:</b> 65W AC Adapter, 3-pin	65WE5	1	[492-BBEM]	1015
<b>Transportation from ODM to region:</b> Standard Shipment	STND	1	[800-BBGF]	200080
<b>CD ROM/DVD ROM:</b> Optical Drive not selected	NOODD	1	[325-BBKI]	16
<b>Docking Stations:</b> No Docking Station	NONE	1	[452-BBSE]	271
<b>Systems Management:</b> No Out-of-Band Systems Management	NOVPRO	1	[631-AALD]	49
<b>Wireless Driver:</b> Software for Dell Wireless 1707	S1707	1	[555-BCDU]	7
<b>Expansion Slot:</b> No PCMCIA Card or ExpressCard Reader	NOEXPC	1	[540-BBLW]	13
<b>Mobile Broadband:</b> Qualcomm Gobi™ 4G LTE Wireless Card (Dell Wireless™ DW5808E for Verizon)	D5808V8	1	[556-BBHL]	114
<b>Camera Software:</b> Software for Integrated Camera	SCW7	1	[319-BBBH]	25
<b>Optical Software:</b> PowerDVD Software not included	NOPDVD	1	[429-AAGQ]	597
<b>TAA:</b> No TAA	NOTAA	1	[340-ACQQ]	97
<b>FGA Module:</b> No FGA	NOFGA	1	[817-BBBB]	572
<b>Dell Backup &amp; Recovery:</b> No Dell Backup & Recovery Manager	NODBRM	1	[637-AAAM]	200076
<b>Processor Branding:</b> Intel® Core™ i5 Processor Label	I5INTEL	1	[389-BCCI]	749
<b>Dedicated GPS:</b> No Dedicated GPS	NOGPS	1	[340-ACQQ]	1409
<b>Getting Started Guide:</b> English Getting Started Guide	TSHEN	1	[340-AMHI]	60
<b>Non-Microsoft Application Software:</b> Additional Software for Win 8.1 Downgrade	WIN7DG	1	[340-AATY][340-ADFZ][422-0007][640-BBEU][640-BBLW][640-BBOD][658-BBNF][658-	1003

BBVM]				
<b>Packaging:</b> Ship Material, Shuttle, Mix Model	MIXMDL	1	[328-BBYL]	465
<b>Regulatory Label:</b> Regulatory Label	REGLBL	1	[389-BFFE]	676
<b>Serial I/O Port:</b> No Additional Serial Ports	NOIO	1	[590-TEUJ]	698
<b>Docking Station Connector:</b> Dock Connector and Triple RF Passthru	POGO	1	[590-TEUH]	115
<b>Stylus:</b> No Stylus	NONE	1	[461-AABV]	583
<b>Dell Threat Protection and Endpoint Security Suite:</b> No Dell Data Protection   Endpoint Security Suite Software	NODDP	1	[634-BENZ]	593
<b>Hardware Support Services:</b> 3 Year Ltd Hware Warranty: Mail-in; Customer supplies box, Dell pays shipping	3MI	1	[997-6988][997-6989]	29
<b>Complete Care:</b> 3 Year Accidental Damage Service	ACDAM3	1	[973-9199][988-7689]	33
<b>Business Essentials:</b> Dell 90W Auto/Air Charger with Power Cord	331-8146	1	[331-8146]	6672



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snFG08

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held May 5, 2016 at 5:00 P.M.

Present: Loven, Quirk, Grinde, Tweten

It was moved by Commissioner Tweten seconded by Commissioner Grinde that the minutes of the previous meeting of April 21, 2016 be approved as read.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$464,988.41.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to approve doing some landscaping at the DSC with Northland Yard Service in the amount of \$3771.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to approve replacement of the vacuum excavator at the DSC from Ditch Witch in the amount of \$33,000.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

The commission tabled item #9 until next meeting.

It was moved by Commissioner Quirk seconded by Commissioner Tweten to adjourn to the next regular meeting on May 19, 2016 at 5:00 P.M.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

Lori Maloney  
Secretary

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held May 19, 2016 at 5:00 P.M.  
Present: Loven, Quirk, Grinde, Tweten

It was moved by Commissioner Tweten seconded by Commissioner Quirk that the minutes of the previous meeting of May 5, 2016 be approved as read.  
Voting Aye: Loven, Quirk, Grinde, Tweten  
Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,228,044.22.  
Voting Aye: Loven, Quirk, Grinde, Tweten  
Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to approve a donation of \$1000 to the Tri-Valley Reach Out for Warmth Program for 2016.  
Voting Aye: Loven, Quirk, Grinde, Tweten  
Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Tweten to approve the bid from A&R Roofing in the amount of \$105,510 for the 2016 Waterplant Re-Roofing Project.  
Voting Aye: Loven, Quirk, Grinde, Tweten  
Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Tweten to approve a quote from Valley Door in the amount of \$15,968 to replace the overhead garage doors at the DSC.  
Voting Aye: Loven, Quirk, Grinde, Tweten  
Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Tweten to approve the agreement from Rauenhurst Recruiting Company to begin the search for the next General Manager for the Water & Light Department.  
Voting Aye: Loven, Quirk, Grinde, Tweten  
Voting Nay: None

It was moved by Commissioner Tweten seconded by Commissioner Quirk to adjourn to the next regular meeting on June 2, 2016 at 5:00 P.M.  
Voting Aye: Loven, Quirk, Grinde, Tweten  
Voting Nay: None

Lori Maloney  
Secretary

CITY OF EAST GRAND FORKS  
**CLERK-TREASURER'S OFFICE**  
 600 Demers Ave – PO Box 373, East Grand Forks, MN 56721  
 (218)773-2483 - FAX (218)773-9728

**APPLICATION FOR "ON SALE" WEEKDAY AND SUNDAY INTOXICATING LIQUOR LICENSE**

If a corporation, an officer shall execute this application. If a partnership, a partner shall execute this application.

Licensee Name (Corporation, Partnership, Individual) <b>JDM, LLC</b>		Trade Name or DBA <b>The Boardwalk</b>	
License Location (Street Address & Block No.) <b>415 - 2nd st NW Ste 2</b>		Business Phone Number <b>218-399-3000</b>	Applicant Home Number <b>[REDACTED]</b>
City <b>EAST GRAND FORKS</b>	County <b>POLK</b>	State <b>MN</b>	Zip Code <b>56721</b>
Name of Resident Manager/Agent <b>HADLEY FRENG</b>		Manager Home Address (must be city resident) <b>2002 8<sup>th</sup> ST SE EGF, MN 56721</b>	
License Period From: <b>July 1, 2016</b>	To: <b>June 30, 2017</b>	Manager/Agent Home Number: <b>[REDACTED]</b>	
Federal ID#		State ID#	

If a corporation, state the name, date of birth, address, title and shares held by each officer. If a partnership, state the name, address and date of birth of each partner.

Partner/Officer Name (First, middle and last)	DOB	Title	Shares	Address
<b>Jane Danille Moss</b>	<b>8/11/57</b>	<b>PRES.</b>	<b>100%</b>	<b>3021 BROADWAY BLVD GF, ND 58201</b>

1. Name, address, and telephone number of the owner of the land where the licensed establishment will be located: Boardwalk Enterprises PO Box 13595 Grand Forks ND 58208  
701-775-5344

Name, address, and telephone number of the owner of the building where the licensed establishment will be located: Boardwalk Enterpr. PO Box 13595 GF ND 58201  
701-775-5344

2. Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state. partial first floor, entire second floor, deck, basement

3. Legal description of premises: E.D. Fredericks Addn. blk 002 lots 13, 14, 15, 16, 17 (ex. NWLY 20 ft of lot 17) and vacated alley

4. Are the real estate taxes for the premises described in this application paid in full?  Yes  No

Are the sales taxes for these premises paid in full?  Yes  No

5. Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued?  Yes  No If yes, in what capacity? \_\_\_\_\_
6. State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details. NA
7. Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment?  Yes  No  
If yes, give name and address of establishment. \_\_\_\_\_
8. Seating capacity for serving meals at tables related to Sunday On Sale liquor license: 154
9. Are there any individuals who are involved with the licenses requested under the age of 21 or not US citizens?  Yes  No

1. State whether applicant or any of the associates in this application, have ever had an application for a liquor license rejected by any municipality or state authority; if so, give dates and details. X
2. Has the applicant or any of the associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give date and details. X
3. Has applicant, partners, officers, or employees ever had any liquor law violation in Minnesota or elsewhere, including State Liquor Control penalties?  Yes  No If yes, give dates, charges and final outcome.  
Employee served liquor to minor April 18, 2016  
no final outcome to date
4. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802.  Yes  No If yes, attach a copy of the summons.

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Signature of Applicant <u>Jane D. Moss</u>	Date: <u>4/28/16</u>
Print Name and Title of Applicant: <u>Jane D. Moss owner JDM, LLC</u>	Daytime Phone Number: <u>218-399-3000</u>

\* All applications must include proof of workers comp and a liquor liability certificate.

Date to Admin Committee:	Date to City Council:
Amount Paid:	Receipt Number:

# Request for Council Action

Date: June 3, 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: Michael S. Hedlund – Chief of Police

RE: Resolution to accept the 2017 TZD Enforcement Grant

---

**Background:** The East Grand Forks Police Department, in conjunction with the Crookston Police Department and the Polk County Sheriff's Office are applying for a traffic safety grant through the Office of Traffic Safety's TZD (Toward Zero Deaths) program. The majority of the grant funds (we are requesting approx. \$40,000.00 that would be divided equally between the agencies) are for overtime expenses for enforcement and there is no match on those funds (other than the use of each agency's squad cars for the enforcement). The remainder of the funds are divided between Dispatch (\$950.00 requested) which will go to Polk County and TZD Conference Lodging Reimbursement for each involved agency (\$200.00 per agency).

**Recommendation:** Approve the resolution to apply for and subsequently accept the grant and authorize Chief Michael Hedlund to serve as the grant administrator.

**Attachments:** Draft Resolution

**RESOLUTION NO. 16 – 06 - 56**

**CITY OF EAST GRAND FORKS RESOLUTION  
AUTHORIZING EXECUTION OF AGREEMENT**

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

**BE IT RESOLVED** that the East Grand Forks Police Department is authorized to enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety projects during the period of October 1, 2016 through September 30, 2017.

East Grand Forks Chief of Police Michael Hedlund (or his designee) is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the East Grand Forks Police Department and to be the fiscal agent and administrator of the grant.

*Voting Aye:*

*Voting Nay:*

*Absent:*

The President declared the resolution passed.

Passed: June 7, 2016

Attest:

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

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

I hereby approve the foregoing resolution this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor

# Request for Council Action

Date: Thursday, May 19, 2016  
Thursday, June 2, 2016 - Update

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

Cc: File

From: Mark Dragich  
Parks and Recreation

RE: Bottling / Pop Contract

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As of April 30, 2016 the current contract with Coca Cola expired. In March, both Coca Cola and Pepsi were contacted to submit bids for both a five year and ten year contract. Coca Cola submitted the attached bid information. Pepsi did not submit a bid.

Coca Cola's bid includes both a five year and ten year option with same contract terms.

Recommendation: Sign a ten year contract with Coca Cola. Use \$25,000.00 upfront funding and the \$2000.00 per year funds toward paying off current VFW Zamboni balance and remaining funds toward the purchase of a new Zamboni. We are currently paying on two Zamboni's - VFW through 2018 and Civic Center through 2021.

Enclosure: Coca Cola Bid

UPDATE following May 24, 2016 COW Meeting:

Coca Cola has agreed to increase yearly contribution in the ten year contract to \$2500.00 per year to offset the maximum three percent increase in product costs per year of contract. The contract now reads \$25,000.00 up front donation and \$2500.00 payment per year for a total contract payment of \$50,000.00.

# PRICING

20 oz PET Sparkling (Coke, Diet Coke, etc.)	\$24.00/1.00 per bottle
20 oz Dasani	\$16.00/.66 per bottle
PowerAde	\$24.00/1.00 per bottle
Minute Maid Juice	\$26.00/\$1.08 per bottle
Full Service Vending	\$1.75 vend rate and 20% commission

**\$12,500 upfront funding**

**+ \$2,000 per year**

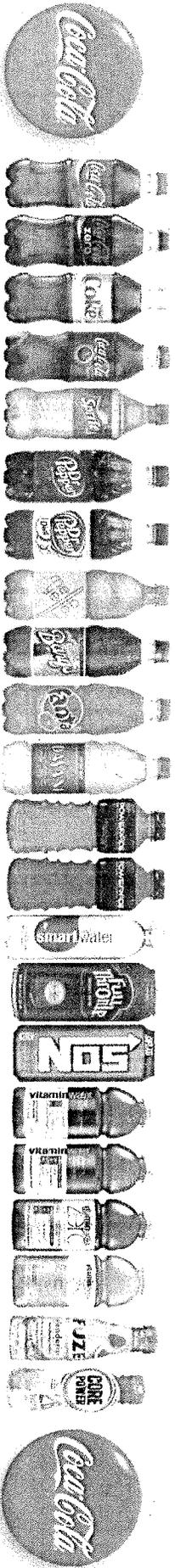
**= \$22,500**

**(5 year contract)**

# PRICING

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20 oz Dasani	\$16.00/.66 per bottle
PowerAde	\$24.00/1.00 per bottle
Minute Maid Juice	\$26.00/1.08 per bottle
Full Service Vending	\$1.75 vend rate and 20% commission

Prices will be subject to a 3% increase for contract year



SITE NAME: – GFKC Lincoln Drive  
SITE NUMBER: 20141019914  
ATTY/DATE: GJ

LAND LEASE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between The City of East Grand Forks, with its principal offices located at 600 DeMers Ave, East Grand Forks, MN 56721, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain real property located east of the Fire Station located at 243 5th Ave SE, East Grand Forks, MN 56721, as being further described in Exhibit “A” attached hereto and made a part hereof (the entirety of LESSOR’s property is referred to hereinafter as the “Property”), being described as a Sixty (60) foot by Sixty (60) foot parcel containing Three Thousand Six Hundred (3,600) square feet (the “Premises”). LESSOR also agrees to provide a license for the non-exclusive right (the “Access Right”) for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or in an area extending from the nearest public right-of-way, Bygland Rd SE, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more designated areas from the Premises (“Utility Area”) with such rights being substantially as described herein in Exhibit “A” attached hereto and made a part hereof.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit “B” which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit “A”. Cost for such work shall be borne by the LESSEE.

3. **TERM; RENTAL.**

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of **Twenty-four Thousand** and No/100 Dollars to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the “Commencement Date”). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial

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rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE shall pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the “Rental Documentation”) evidencing LESSOR’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE’s reasonable discretion, evidencing LESSOR’s good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. **EXTENSIONS.** This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. **EXTENSION RENTALS.** The annual rental for each five (5) year extension term shall be equal to one hundred ten percent (120%) of the annual rental payable with respect to the immediately preceding five (5) year term.

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6. **ADDITIONAL EXTENSION.** If at the end of the third (3<sup>rd</sup>) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years. Annual rental for the additional five (5) year term shall be equal to one hundred ten percent (120%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the “Term”.

7. **TAXES.** LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which results from LESSEE’s use of the Premises and/or the installation, maintenance, and operation of the LESSEE’s improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE’s improvements and/or LESSEE’s use of the Premises. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR’s income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment.

8. **USE; GOVERNMENTAL APPROVALS.** LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE’s expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE’s ability to use the Premises and associated Utility Area is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the “Governmental Approvals”) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to

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LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. **INDEMNIFICATION.** Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the fault of the other Party, or its employees, contractors or agents. Notwithstanding the foregoing, the LESSOR's duty to indemnify LESSEE shall not apply to any claim of liability or loss from personal injury or property damage arising from fault of LESSOR's contractors or agents.

10. **INSURANCE.**

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE agrees that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for bodily injury (including death) and for damage or destruction to property in any one occurrence. LESSEE will include the LESSOR as an additional insured as their interest may appear.

c. LESSOR shall maintain liability coverage through either a commercial insurance carrier or governmental risk pool, subject to the limitations imposed by **Minn.Stat. Chapter 466. Tort Liability. Political Subdivisions.**

11. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or

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services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. **ANNUAL TERMINATION.** Intentionally Omitted.

13. **INTERFERENCE.** LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. **REMOVAL AT END OF TERM.** LESSEE shall, upon expiration of the Term or termination of the Agreement, remove its building(s), antenna structure(s) (except footings and foundations which shall be removed by LESSEE to a depth of 3' below surface), equipment, conduits, fixtures and all personal property and restore the Premises and Utility Area to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

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16. **RIGHT OF FIRST REFUSAL.** Intentionally Omitted.

17. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. **TITLE.** LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. **INTEGRATION.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. **ASSIGNMENT.** This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's

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assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of East Grand Forks  
600 DeMers Ave  
East Grand Forks, Minnesota 56721

LESSEE: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. Intentionally omitted.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which

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to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, with such cure period not to be extended beyond one hundred twenty (120) days from the date of the original notice provided by LESSOR. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. **REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including

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all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. **ENVIRONMENTAL.** LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the acts or omissions of LESSEE or its contractors or agents in the Premises.

30. **CASUALTY.** In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. **CONDEMNATION.** In the event of any condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

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32. **SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY.** The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. **SURVIVAL.** The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year written below.

**DRAFT ONLY – NOT FOR EXECUTION**

*Remainder of page intentionally left blank*

**DRAFT FOR REVIEW ONLY – NOT FOR EXECUTION**

**LESSOR:**

City of East Grand Forks

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

Verizon Wireless (VAW) LLC d/b/a  
Verizon Wireless

By: \_\_\_\_\_

Lynn Ramsey

Its: Area Vice President Network

Date: \_\_\_\_\_

**Exhibit “A”**

**(Legal Description of Property)**

**Page 1 of \_\_\_\_**

All that portion of the unplatted part of the Northeast Quarter of the Northwest Quarter of Section 12, Township 151 North, Range 50 West of the 5th Principal Meridian, Polk County, Minnesota, which lies Northeasterly of Minnesota Trunk Highway No. 220, excepting therefrom a tract of land 160 feet wide from East to West, the Westerly edge of which exception is the Easterly line of Block 3, O'Leary and Ryan's Addition to Elm Grove, the Southerly line of which is the Easterly projection of the Southerly line of said Block 3, O'Leary and Ryan's Addition to Elm Grove, and the Northerly edge of which is the North line of the aforesaid Section 12.

AND

A triangular shaped tract of land in the Southeast Quarter of the Northwest Quarter of Section 12, Township 151 North, Range 50 West of the 5th Principal Meridian, Polk County, Minnesota, which tract is described as follows:

Commencing at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 12, Township 151 North, Range 50 West of the 5th Principal Meridian and thence proceeding Westerly along the North line of said Southeast Quarter of the Northwest Quarter, for a distance of 68.56 feet to the true point of beginning; thence deflecting left 35°41'30" and proceeding Southwesterly for a distance of 336.06 feet to the Northeasterly right of way limit of Minnesota Trunk Highway 220; thence deflecting right 90°00'00" and proceeding Northwesterly along said Northeasterly right of way limit, to the aforesaid North line of the Southeast Quarter of the Northwest Quarter; thence proceeding Easterly along said North line of said quarter-quarter to the true point of beginning.

AND

All that part of the Northeast Quarter of the Northwest Quarter of Section 12, Township 151 North, Range 50 West of the 5th Principal Meridian, and all that part of Block 4, of O'Leary and Ryan's Addition to Elm Grove, now part of the City of East Grand Forks, Polk County, Minnesota, which parts are described as follows:

Commencing at the point where the East-West Quarter-Quarter line in the Northwest Quarter of Section 12, Township 151 North, Range 50 West, intersects the Southerly projection of the Westerly boundary of Block 4 of the aforesaid O'Leary and Ryan's Addition, said point being the true point of beginning; thence proceeding Easterly along the said Quarter-Quarter line for a distance of 20.00 feet; thence proceeding Northerly, parallel to the aforesaid Westerly boundary of Block 4, to the Southwesterly right-of-way limit of Bygland Road, formerly Minnesota Trunk Highway No. 220; thence proceeding Westerly, along said Southwesterly right-of-way limit, to the aforesaid Westerly boundary of Block 4; thence proceeding Southerly, along said Westerly boundary of Block 4, and along the Southerly project thereof, for a distance of 553.72 feet more or less, to the true point of beginning.

**Exhibit “A”**

**(Sketch of Land Space within Property)**

**Page \_\_\_ of \_\_\_**

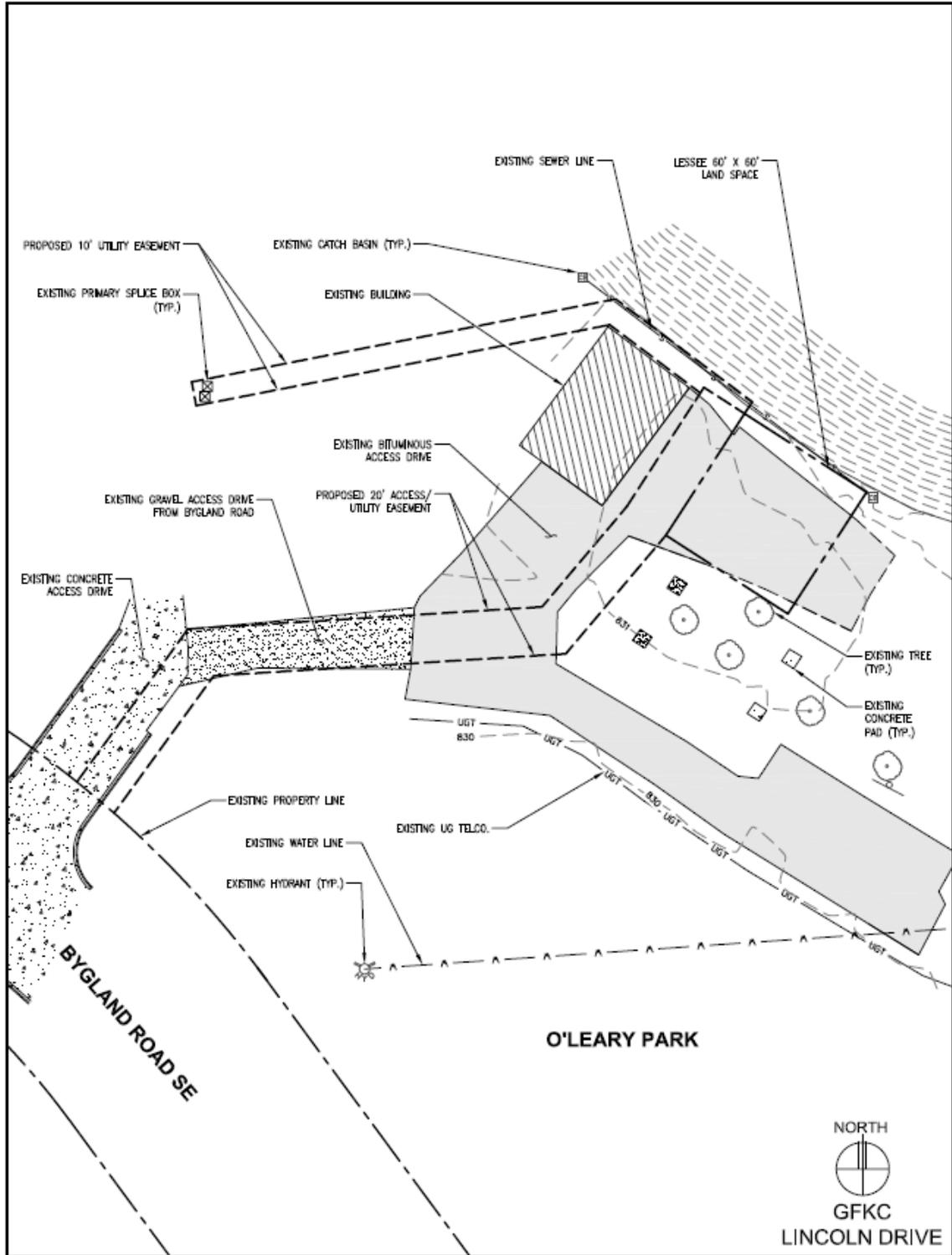
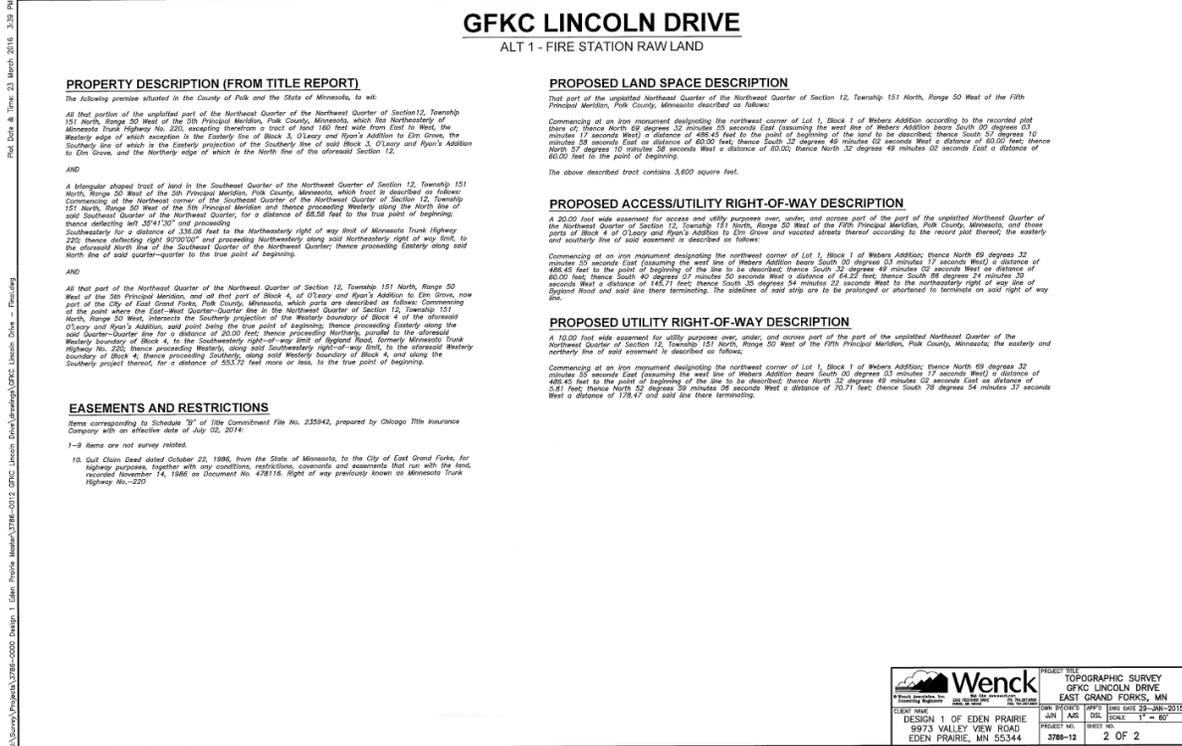
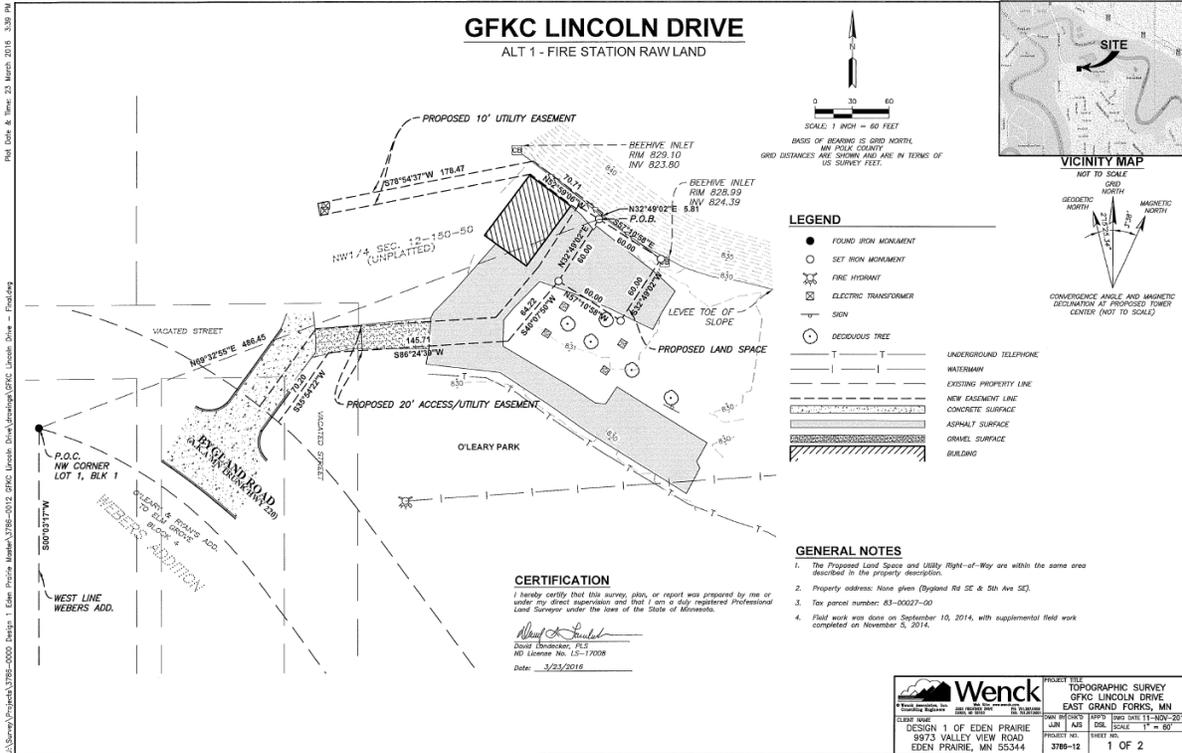


Exhibit "B"

(Survey)

Page \_\_\_ of \_\_\_



# Request for Council Action

Date: May 24, 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: Nancy Ellis, City Planner

RE: Approve the Special Use Permit (SUP) and Lease for the Verizon Wireless cell tower proposal on city property

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## PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of the Special Use Permit subject to the conditions listed in the city code and with the following additional condition:

- 1) A lease must be negotiated and granted before the SUP permit is issued and mailed to Verizon.

## GENERAL INFORMATION:

APPLICANTS/PROPERTY OWNERS: Verizon Wireless, Applicant and City of East Grand Forks, property owners

REQUESTED ACTION: Applicant is requesting approval of a Special Use Permit for a cell tower and equipment shelter between the quonset and the VFW Arena at O'Leary Park.

SITE ZONING/LAND USE: R-1 is the current zoning,

SURROUNDING ZONING/LAND USE:

North: Flood Control Project and Greenway

West: R-1 zoning, South Fire Station

South: R-1 zoning, part of O'Leary Park and single family homes

East: R-1 zoning, single family homes

GENERAL COMMENTS:

As you recall, we had received a request from Verizon Wireless in October of 2014 to place a monopole cell tower in the south end of East Grand Forks. They were looking to construct a monopole cell tower and equipment shelter on City property near the VFW arena (DNR shed). A sketch plan of the location is available on file. Verizon had proposed to erect a 65' cellular tower with an 11.5' X 29.5' equipment shelter near the shed/fire station. They stated that this facility would fill a void in wireless services caused by a lack of capacity to handle the increasing data usage of Verizon customers. At a past Council meeting, it was determined that the tower was not allowed at the site because of zoning requirements (not allowed in residential) and they were going to look near the Public Works facility (zoned Industrial).

Verizon did look at this public works site; but since this discussion, our zoning ordinance has been amended to allow for monopole towers within park or institutional property in residential districts. They have prepared propagation studies for each site (Public Works site and VFW site) and have decided that the VFW site is the best site to provide optimal coverage. I will have these propagation studies available for your review at the work session.

Verizon is now asking you to decide if you are willing to allow them to construct a monopole tower at the VFW site instead of the Public Works site. Verizon staff will be at the Planning Commission meeting to answer any questions you may have regarding the studies or locations. The Planning Commission also has the ability to request that the City hire an independent cell tower consultant, at Verizon's expense, to review the studies and ask questions on the City's behalf. If you decide to forward an approval recommendation to the City Council, the City Council must also approve and lease the property to Verizon. Lease paperwork and lease payment negotiations must begin before the SUP permit is issued.

SPECIAL USE PERMIT PROCESS:

Within City Code is a section that lists "Criteria For Granting Special Use Permits". This section states that the applicant must show that standards and criteria in Chapter 10 will be satisfied. These standards and criteria shall include both general requirements for all special uses and, insofar as practicable, requirements specific to each designated special use. In granting a special use permit, the city council shall consider the effect of the proposed use upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the planning commission and city council shall make the following findings where applicable:

1. The use will not create an excessive burden on public facilities and utilities, which serve or are proposed to serve the area.
2. The use will be sufficiently compatible with, or separated by sufficient distance from, or screened from adjacent land uses so that there will be no deterrence to the use or development of adjacent land and uses.

3. Each structure or improvement is so designed and constructed that it is not unsightly in appearance to the extent that it will hinder the orderly and harmonious development of the district wherein proposed.
4. The use is consistent with the purposes of Chapter 10, and the purposes of the zoning district in which the applicant intends to locate the proposed use.
5. The use is not in conflict with the East Grand Forks Land Use Plan.
6. Adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion, provide adequate access to public roads, and provide sufficient on-site parking.

In permitting a new special use permit or alteration upon review of an existing special use permit, the planning commission may recommend, and the city council may impose, in addition to these standards and requirements expressly specified by this Chapter, additional conditions which the planning commission or city council considers necessary to protect the interests of the surrounding area or the City as a whole.

#### SITE PLAN COMMENTS:

In addition to the Special Use Permit requirements, there are Wireless Communications Towers and Antennae regulations within the Zoning Ordinance. The following regulations deal with this type of tower:

- 1) Wireless communication antennas shall not exceed thirty (30) feet above the maximum building height as per zoning district regulations. The R-1 zoning district has a maximum height requirement of 35 feet above grade, and therefore, the maximum height the tower can be is 65 feet. *It meets this requirement.*
- 2) Wireless communication antenna and /or tower design shall utilize colors and materials that effectively reduce their visual impact. *This will be silver in color. Not sure if this is the color the City would want.*
- 3) A landscaped bufferyard of not less than 15 feet in depth shall be placed around the entire perimeter of the wireless communication facility being utilized for commercial purposes. *A landscaping plan with listed plantings must be submitted for review.*
- 4) The tower and equipment shelter must have sufficient structural capacity to accommodate 3 users. *Need this information confirmed by Verizon Wireless with an affidavit that the tower will be made available to future users when technically possible.*
- 5) Prior to receiving a permit, all applicable licenses, including FCC and FAA licenses needed to construct the tower at the proposed site, shall be submitted to the Community Development Office.
- 6) A feasibility report must be submitted as to why this is a good location, meets requirements, cannot be placed in another location.

# Request for Council Action

Date June 2, 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: Award of Bids – 2016 Assessment Job No. 1 – Street & Bikepath Improvements

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**Background:**

Three (3) bids were received on June 2, 2016 for the Street and Bikepath Improvements project. The project was broken down into Five (5) proposals with the City council having the option to award any combination of proposals. Attached is a copy of the bid tabulation for your information. Additional information will be brought to the City Council Meeting on June 7, 2016 to assist in discussion in regards to awarding of the project.

**Recommendation:**

Review existing bid tabs with further discussion at City Council Meeting

**Enclosures:**

Bid Tabulation

**Proposal 1 is the Mill & Overlay Project**

**Proposal 2 is the Seal Coat Project**

**Proposal 3 is the Reconstruction of the intersection of 3rd St and Central Ave**

**Proposal 4 is for the driveway to the lift station at Northland College**

**Proposal 5 is for the Bike Path Improvements**

**2016 ASSESSMENT JOB NO. 1  
STREET AND BIKEPATH IMPROVEMENTS  
EAST GRAND FORKS, MINNESOTA**

MILL & OVERLAY - PROPOSAL NO. 1		Strata Corporation				Opp Construction				Knife River Materials				Engineers Estimate				
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	Unit Price	Total			
011000	Mobilization	LUMP SUM	1	\$ 28,800.00	\$ 28,800.00	\$ 7,500.00	\$ 7,500.00	\$ 86,000.00	\$ 86,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$	\$ 25,000.00			
015526	Traffic Control	LUMP SUM	1	\$ 8,000.00	\$ 8,000.00	\$ 5,200.00	\$ 5,200.00	\$ 4,200.00	\$ 4,200.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$	\$ 15,000.00			
015713	Inlet Protection	EACH	32	\$ 130.00	\$ 4,160.00	\$ 140.00	\$ 4,480.00	\$ 185.00	\$ 5,920.00	\$ 100.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$	\$ 3,200.00			
024100	Remove Concrete Curb and Gutter	LIN. FT.	943	\$ 9.00	\$ 8,487.00	\$ 12.00	\$ 11,316.00	\$ 5.00	\$ 4,715.00	\$ 15.00	\$ 14,145.00	\$ 14,145.00	\$ 14,145.00	\$	\$ 14,145.00			
024100	Remove Concrete Sidewalk	SO. FT.	784	\$ 2.50	\$ 1,960.00	\$ 1.40	\$ 1,097.60	\$ 3.00	\$ 2,352.00	\$ 4.00	\$ 3,136.00	\$ 3,136.00	\$ 3,136.00	\$	\$ 3,136.00			
024100	Remove Pavement	SO. YD.	882	\$ 10.00	\$ 8,820.00	\$ 24.00	\$ 21,168.00	\$ 40.00	\$ 35,280.00	\$ 15.00	\$ 13,230.00	\$ 13,230.00	\$ 13,230.00	\$	\$ 13,230.00			
024100	Remove Concrete Driveway	SO. YD.	133	\$ 10.00	\$ 1,330.00	\$ 14.00	\$ 1,862.00	\$ 35.00	\$ 4,655.00	\$ 20.00	\$ 2,660.00	\$ 2,660.00	\$ 2,660.00	\$	\$ 2,660.00			
024100	Remove Casting Assembly	EACH	4	\$ 150.00	\$ 600.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$	\$ 1,000.00			
024100	Remove Brick Pavers	SO. FT.	72	\$ 3.25	\$ 234.00	\$ 4.00	\$ 288.00	\$ 20.00	\$ 1,440.00	\$ 10.00	\$ 720.00	\$ 720.00	\$ 720.00	\$	\$ 720.00			
312200	Compaction Tests	EACH	10	\$ 85.00	\$ 850.00	\$ 30.00	\$ 300.00	\$ 30.00	\$ 300.00	\$ 150.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$	\$ 1,500.00			
321216	Mill Bituminous Surface (Variable Depth)	SO. YD.	13,789	\$ 1.70	\$ 23,441.30	\$ 2.70	\$ 37,230.30	\$ 5.00	\$ 68,945.00	\$ 4.00	\$ 55,156.00	\$ 55,156.00	\$ 55,156.00	\$	\$ 55,156.00			
321216	Type SP 9.5 Wearing Course Mixture(2E)	TON	2289	\$ 66.00	\$ 150,654.00	\$ 108.00	\$ 247,212.00	\$ 123.00	\$ 281,547.00	\$ 105.00	\$ 240,345.00	\$ 240,345.00	\$ 240,345.00	\$	\$ 240,345.00			
321216	Type SP 9.5 Leveling Course Mixture(2E)	TON	50	\$ 80.00	\$ 4,000.00	\$ 108.00	\$ 5,400.00	\$ 123.00	\$ 6,150.00	\$ 150.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$	\$ 7,500.00			
321600	9" Non-Reinforced Concrete Pavement	SO. YD.	115	\$ 88.00	\$ 10,120.00	\$ 94.00	\$ 10,810.00	\$ 152.00	\$ 17,480.00	\$ 80.00	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00	\$	\$ 9,200.00			
321600	Construct Pavement Section	SO. YD.	411	\$ 68.50	\$ 28,153.50	\$ 100.00	\$ 41,100.00	\$ 190.00	\$ 78,090.00	\$ 100.00	\$ 41,100.00	\$ 41,100.00	\$ 41,100.00	\$	\$ 41,100.00			
321600	6" Concrete Driveway	SO. YD.	19	\$ 75.00	\$ 1,425.00	\$ 66.00	\$ 1,634.00	\$ 190.00	\$ 3,610.00	\$ 100.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$	\$ 1,900.00			
321600	7" Concrete Driveway	SO. YD.	114	\$ 80.00	\$ 9,120.00	\$ 65.00	\$ 9,690.00	\$ 125.00	\$ 14,250.00	\$ 80.00	\$ 9,120.00	\$ 9,120.00	\$ 9,120.00	\$	\$ 9,120.00			
321600	4" Concrete Sidewalk	SO. FT.	784	\$ 10.50	\$ 8,232.00	\$ 8.00	\$ 6,272.00	\$ 8.25	\$ 6,468.00	\$ 6.00	\$ 4,704.00	\$ 4,704.00	\$ 4,704.00	\$	\$ 4,704.00			
321600	Concrete Curb and Gutter, Design B624	LIN. FT.	943	\$ 41.80	\$ 39,417.40	\$ 45.00	\$ 42,435.00	\$ 36.00	\$ 33,948.00	\$ 36.00	\$ 33,948.00	\$ 33,948.00	\$ 33,948.00	\$	\$ 33,948.00			
321600	Detachable Warning Panels	SO. FT.	72	\$ 35.00	\$ 2,520.00	\$ 48.00	\$ 4,032.00	\$ 48.00	\$ 4,032.00	\$ 60.00	\$ 4,320.00	\$ 4,320.00	\$ 4,320.00	\$	\$ 4,320.00			
321600	Install Brick Pavers	SO. FT.	126	\$ 15.50	\$ 1,953.00	\$ 16.00	\$ 2,016.00	\$ 40.00	\$ 5,040.00	\$ 25.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$	\$ 3,150.00			
321723.13	4" Width Epoxy Double Solid Line - Yellow	LIN. FT.	1002	\$ 3.10	\$ 3,106.20	\$ 2.10	\$ 2,104.20	\$ 0.80	\$ 801.60	\$ 4.00	\$ 4,008.00	\$ 4,008.00	\$ 4,008.00	\$	\$ 4,008.00			
321723.13	4" Width Epoxy Solid Line	LIN. FT.	432	\$ 1.55	\$ 669.60	\$ 1.00	\$ 432.00	\$ 0.45	\$ 194.40	\$ 3.00	\$ 1,296.00	\$ 1,296.00	\$ 1,296.00	\$	\$ 1,296.00			
321723.13	Curb Painting - Epoxy	LIN. FT.	20	\$ 6.20	\$ 124.00	\$ 7.80	\$ 156.00	\$ 55.14	\$ 1,102.80	\$ 20.00	\$ 400.00	\$ 400.00	\$ 400.00	\$	\$ 400.00			
321723.13	Pavement Message - Handicapped Symbol	EACH	3	\$ 310.00	\$ 930.00	\$ 31.00	\$ 93.00	\$ 995.00	\$ 2,985.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$	\$ 1,500.00			
321723.13	Pavement Message - Lt Turn Arrow	EACH	1	\$ 210.00	\$ 210.00	\$ 120.00	\$ 120.00	\$ 610.00	\$ 610.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$	\$ 400.00			
329219	Topsoil Borrow (LV)	CU. YD.	40	\$ 30.00	\$ 1,200.00	\$ 40.00	\$ 1,600.00	\$ 65.00	\$ 2,600.00	\$ 25.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$	\$ 1,000.00			
329219	Turf Establishment	SO. YD.	330	\$ 5.25	\$ 1,732.50	\$ 3.50	\$ 1,155.00	\$ 6.00	\$ 1,980.00	\$ 6.00	\$ 1,980.00	\$ 1,980.00	\$ 1,980.00	\$	\$ 1,980.00			
330513	Manhole Casting Assembly	EACH	4	\$ 1,200.00	\$ 4,800.00	\$ 1,410.00	\$ 5,640.00	\$ 900.00	\$ 3,600.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$	\$ 4,000.00			
330513	Catch Basin Casting Assembly	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 1,460.00	\$ 2,920.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$	\$ 3,000.00			
330513	Manhole Adjusting Rings (Variable Height)	EACH	8	\$ 100.00	\$ 800.00	\$ 400.00	\$ 3,200.00	\$ 350.00	\$ 2,800.00	\$ 300.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$	\$ 2,400.00			
330513	Adjust Valve Box	EACH	3	\$ 350.00	\$ 1,050.00	\$ 250.00	\$ 750.00	\$ 324.65	\$ 973.95	\$ 300.00	\$ 900.00	\$ 900.00	\$ 900.00	\$	\$ 900.00			
<b>TOTAL BID PROPOSAL NO. 1</b>														<b>\$ 406,999.50</b>	<b>\$ 480,265.10</b>	<b>\$ 684,953.95</b>	<b>\$ 512,485.00</b>	<b>\$</b>

SEAL COAT PROPOSAL NO.2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT PRICE	Total						
011000	Mobilization	LUMP SUM	1	\$	25,600.00	\$	25,600.00	\$	15,000.00	\$	15,000.00	\$	20,000.00	\$	20,000.00				
015526	Traffic Control	LUMP SUM	1	\$	15,400.00	\$	15,400.00	\$	9,900.00	\$	9,900.00	\$	15,000.00	\$	15,000.00				
015713	Inlet Protection	EACH	87	\$	105.00	\$	9,135.00	\$	140.00	\$	12,180.00	\$	100.00	\$	8,700.00				
024100	Remove Concrete Curb and Gutter	LIN. FT.	393	\$	9.00	\$	3,537.00	\$	12.00	\$	4,716.00	\$	15.00	\$	5,895.00				
024100	Remove Concrete Sidewalk	SQ. FT.	1,760	\$	2.50	\$	4,400.00	\$	1.40	\$	2,464.00	\$	3.00	\$	5,280.00				
024100	Remove Concrete Driveway	SQ. YD.	111	\$	10.00	\$	1,110.00	\$	10.00	\$	1,110.00	\$	20.00	\$	2,220.00				
024100	Remove Pavement	SQ. YD.	152	\$	10.00	\$	1,520.00	\$	24.00	\$	3,648.00	\$	20.00	\$	3,040.00				
321123	Aggregate Base, Class 5 (LV)	CU. YD.	30	\$	50.00	\$	1,500.00	\$	70.00	\$	2,100.00	\$	40.00	\$	1,200.00				
321216	Seal Coat	SQ. YD.	81,552	\$	1.85	\$	150,871.20	\$	2.20	\$	179,414.40	\$	2.75	\$	224,268.00				
321216	Mill Bituminous Surface (Variable Depth)	SQ. YD.	810	\$	4.50	\$	3,645.00	\$	4.00	\$	3,240.00	\$	6.00	\$	4,860.00				
321216	Type SP 9.5 Wearing Course Mixture(2,B)	TON	110	\$	105.00	\$	11,550.00	\$	116.00	\$	12,760.00	\$	125.00	\$	13,760.00				
321600	7" Non-Reinforced Concrete Pavement	SQ. YD.	10	\$	79.50	\$	795.00	\$	114.00	\$	1,140.00	\$	125.00	\$	1,250.00				
321600	Construct Pavement Section	SQ. YD.	141	\$	68.50	\$	9,658.50	\$	95.00	\$	13,395.00	\$	100.00	\$	14,100.00				
321600	6" Concrete Driveway	SQ. YD.	26	\$	75.00	\$	1,950.00	\$	82.00	\$	2,132.00	\$	100.00	\$	2,600.00				
321600	7" Concrete Driveway	SQ. YD.	85	\$	79.50	\$	6,757.50	\$	85.00	\$	7,225.00	\$	110.00	\$	9,350.00				
321600	4" Concrete Sidewalk	SQ. FT.	1,760	\$	9.90	\$	17,424.00	\$	8.00	\$	14,080.00	\$	7.00	\$	12,320.00				
321600	Concrete Curb and Gutter, Design B624	LIN. FT.	393	\$	42.00	\$	16,506.00	\$	45.00	\$	17,685.00	\$	40.00	\$	15,720.00				
321723.13	4" Width Epoxy Broken Line	LIN. FT.	2500	\$	1.55	\$	3,875.00	\$	1.00	\$	2,500.00	\$	1.00	\$	2,500.00				
321723.13	4" Width Epoxy Double Solid Line - Yellow	LIN. FT.	400	\$	3.10	\$	1,240.00	\$	2.00	\$	800.00	\$	4.00	\$	1,600.00				
321723.13	4" Width Epoxy Solid Line	LIN. FT.	4080	\$	1.55	\$	6,324.00	\$	1.00	\$	4,080.00	\$	2.00	\$	8,160.00				
321723.13	Crosswalk Markings - Epoxy	SQ. FT.	1110	\$	14.50	\$	16,095.00	\$	7.50	\$	8,325.00	\$	12.00	\$	13,320.00				
321723.13	24" Stop Line White	LIN. FT.	40	\$	12.40	\$	496.00	\$	14.80	\$	592.00	\$	15.00	\$	600.00				
329219	Trench Borrow (LV)	CU. YD.	115	\$	30.00	\$	3,450.00	\$	36.00	\$	4,140.00	\$	25.00	\$	2,875.00				
329219	Turf Establishment	SQ. YD.	643	\$	4.15	\$	2,668.45	\$	3.50	\$	2,250.50	\$	6.00	\$	3,858.00				
330513	Catch Basin Casting Assembly	EACH	4	\$	1,000.00	\$	4,000.00	\$	1,480.00	\$	5,840.00	\$	1,500.00	\$	6,000.00				
330513	Furnish & Install Valve Box Section	EACH	2	\$	1,000.00	\$	2,000.00	\$	150.00	\$	300.00	\$	500.00	\$	1,000.00				
330513	Manhole Adjusting Rings (Variable Height)	EACH	1	\$	100.00	\$	100.00	\$	400.00	\$	400.00	\$	300.00	\$	300.00				
330513	Adjust Valve Box	EACH	2	\$	350.00	\$	700.00	\$	250.00	\$	500.00	\$	300.00	\$	600.00				
<b>TOTAL BID PROPOSAL NO. 2</b>												\$	322,307.65	\$	331,816.90	\$	367,736.70	\$	400,366.00

TOTAL RECONSTRUCT PROPOSAL NO.3																			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT PRICE	TOTAL						
011000	Mobilization	LUMP SUM	1	\$	11,900.00	\$	11,900.00	\$	2,500.00	\$	2,500.00	\$	84,000.00	\$	15,000.00	\$	10,000.00		
015526	Traffic Control	LUMP SUM	1	\$	3,000.00	\$	3,000.00	\$	1,600.00	\$	1,600.00	\$	1,000.00	\$	10,000.00	\$	10,000.00		
015713	Inlet Protection	EACH	6	\$	105.00	\$	630.00	\$	140.00	\$	840.00	\$	185.00	\$	1,110.00	\$	600.00		
024100	Remove Concrete Curb and Gutter	LIN. FT.	402	\$	9.00	\$	3,618.00	\$	12.00	\$	4,824.00	\$	5.00	\$	2,010.00	\$	6.00	\$	2,412.00
024100	Remove Concrete Sidewalk	SQ. FT.	461	\$	2.50	\$	1,152.50	\$	2.00	\$	922.00	\$	3.00	\$	1,383.00	\$	2.00	\$	922.00
024100	Remove Concrete Pavement	SQ. YD.	1237	\$	9.00	\$	11,133.00	\$	9.00	\$	11,133.00	\$	4.49	\$	5,554.13	\$	10.00	\$	12,370.00
024100	Remove Bituminous Pavement	SQ. YD.	72	\$	12.00	\$	864.00	\$	12.00	\$	864.00	\$	30.00	\$	2,160.00	\$	10.00	\$	720.00
024100	Remove Catch Basin	EACH	6	\$	405.00	\$	2,430.00	\$	450.00	\$	2,700.00	\$	400.00	\$	2,400.00	\$	500.00	\$	3,000.00
024100	Remove MH Casing Assembly	EACH	2	\$	160.00	\$	320.00	\$	200.00	\$	400.00	\$	200.00	\$	400.00	\$	300.00	\$	600.00
024100	Remove Storm Sewer Pipe	LIN. FT.	307	\$	12.50	\$	3,837.50	\$	14.00	\$	4,298.00	\$	50.00	\$	15,350.00	\$	10.00	\$	3,070.00
312200	Compaction Tests	EACH	10	\$	100.00	\$	1,000.00	\$	30.00	\$	300.00	\$	30.00	\$	300.00	\$	150.00	\$	1,500.00
321600	4" Concrete Sidewalk	SQ. FT.	504	\$	6.60	\$	3,326.40	\$	8.00	\$	4,032.00	\$	8.25	\$	4,158.00	\$	8.00	\$	4,032.00
321600	Detectable Warning Panels	SQ. FT.	36	\$	33.00	\$	1,188.00	\$	56.00	\$	2,016.00	\$	48.00	\$	1,728.00	\$	60.00	\$	2,160.00
321600	Concrete Curb and Gutter, Design B624	LIN. FT.	402	\$	42.00	\$	16,884.00	\$	45.00	\$	18,090.00	\$	36.00	\$	14,472.00	\$	25.00	\$	10,050.00
321600	7" Non Reinforced Concrete Pavement	SQ. YD.	1309	\$	71.50	\$	93,593.50	\$	69.00	\$	90,510.00	\$	120.00	\$	157,080.00	\$	60.00	\$	78,540.00
321723.13	4" Width Epoxy Broken Line	LIN. FT.	20	\$	1.55	\$	31.00	\$	1.00	\$	20.00	\$	0.45	\$	9.00	\$	10.00	\$	200.00
321723.13	4" Width Epoxy Double Solid Line	LIN. FT.	130	\$	3.10	\$	403.00	\$	2.00	\$	260.00	\$	0.90	\$	117.00	\$	3.00	\$	390.00
321723.13	24" Stop Line White	SQ. FT.	120	\$	12.40	\$	1,488.00	\$	7.50	\$	900.00	\$	32.65	\$	3,942.00	\$	8.00	\$	960.00
321723.13	Pavement Message - Rail Grade Crossing	EACH	1	\$	1,625.00	\$	1,625.00	\$	980.00	\$	980.00	\$	1,150.00	\$	1,150.00	\$	1,500.00	\$	1,500.00
329219	Topsoil Borrow (LV)	CU. YD.	15	\$	30.00	\$	450.00	\$	40.00	\$	600.00	\$	65.00	\$	975.00	\$	50.00	\$	750.00
329219	Turf Establishment	SQ. YD.	150	\$	5.50	\$	825.00	\$	4.00	\$	600.00	\$	6.00	\$	900.00	\$	6.00	\$	900.00
334111	Manhole Casing Assembly	EACH	2	\$	1,130.00	\$	2,260.00	\$	1,410.00	\$	2,820.00	\$	900.00	\$	1,800.00	\$	1,000.00	\$	2,000.00
334111	Catch Basin	EACH	4	\$	4,490.00	\$	17,960.00	\$	2,900.00	\$	8,600.00	\$	5,500.00	\$	22,000.00	\$	1,500.00	\$	6,000.00
334111	Catch Basin Casing Assembly	EACH	4	\$	840.00	\$	3,360.00	\$	1,460.00	\$	5,840.00	\$	1,000.00	\$	4,000.00	\$	1,500.00	\$	6,000.00
334111	12" RC Storm Sewer Pipe	LIN. FT.	203	\$	52.50	\$	10,657.50	\$	60.00	\$	12,180.00	\$	100.00	\$	20,300.00	\$	50.00	\$	10,150.00
<b>TOTAL BID PROPOSAL NO. 3</b>											\$	184,136.40	\$	177,840.00	\$	346,298.13	\$	173,626.00	

LIFT STATION ACCESS ROAD PROPOSAL NO.4

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT PRICE	Total
011000	Mobilization	LUMP SUM	1	\$ 4,800.00	\$ 4,800.00	\$ 800.00	\$ 800.00	\$ 63,000.00	\$ 63,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
015526	Traffic Control	LUMP SUM	1	\$ 3,200.00	\$ 3,200.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
024100	Remove Concrete Curb and Gutter	LIN. FT.	19	\$ 15.00	\$ 285.00	\$ 20.00	\$ 380.00	\$ 5.00	\$ 95.00	\$ 25.00	\$ 475.00	\$ 475.00	\$ 475.00
312200	Common Excavation (P)	CU. YD.	87	\$ 18.00	\$ 1,566.00	\$ 45.00	\$ 3,915.00	\$ 55.00	\$ 4,785.00	\$ 15.00	\$ 1,305.00	\$ 1,305.00	\$ 1,305.00
321123	Aggregate Base (CV)	CU. YD.	52	\$ 50.00	\$ 2,600.00	\$ 70.00	\$ 3,640.00	\$ 75.00	\$ 3,900.00	\$ 40.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00
321600	6" Non - Reinforced Concrete Pavement	SQ. YD.	273	\$ 63.00	\$ 17,199.00	\$ 70.00	\$ 19,110.00	\$ 130.00	\$ 35,490.00	\$ 60.00	\$ 16,380.00	\$ 16,380.00	\$ 16,380.00
321600	Concrete Curb and Gutter, Design B624	LIN. FT.	19	\$ 42.00	\$ 798.00	\$ 45.00	\$ 855.00	\$ 70.00	\$ 1,330.00	\$ 60.00	\$ 1,140.00	\$ 1,140.00	\$ 1,140.00
329219	Topsoil Borrow (LV)	CU. YD.	50	\$ 30.00	\$ 1,500.00	\$ 32.00	\$ 1,600.00	\$ 65.00	\$ 3,250.00	\$ 30.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
329219	Turf Establishment	SQ. YD.	480	\$ 4.15	\$ 1,992.00	\$ 3.50	\$ 1,680.00	\$ 6.00	\$ 2,880.00	\$ 4.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00
<b>TOTAL BID PROPOSAL NO. 4</b>				<b>\$</b>	<b>\$ 33,940.00</b>	<b>\$</b>	<b>\$ 32,580.00</b>	<b>\$</b>	<b>\$ 115,230.00</b>	<b>\$</b>	<b>\$ 30,300.00</b>	<b>\$</b>	<b>\$ 30,300.00</b>

BIKEPATH OVERLAY PROPOSAL NO.5

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT	QUANTITY	UNIT PRICE	Total
011000	Mobilization	LUMP SUM	1	\$ 4,250.00	\$ 4,250.00	\$ 2,200.00	\$ 2,200.00	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
015526	Traffic Control	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
312200	Common Excavation (P)	CU. YD.	51	\$ 25.00	\$ 1,275.00	\$ 40.00	\$ 2,040.00	\$ 55.00	\$ 2,805.00	\$ 25.00	\$ 1,275.00	\$ 1,275.00	\$ 1,275.00
321123	Aggregate Base (CV)	CU. YD.	29	\$ 55.00	\$ 1,595.00	\$ 70.00	\$ 2,030.00	\$ 75.00	\$ 2,175.00	\$ 40.00	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00
321216	Type SP 9.5 Wearing Course Mixture(2.B)	TON	516	\$ 105.00	\$ 54,180.00	\$ 116.00	\$ 59,856.00	\$ 136.50	\$ 70,434.00	\$ 125.00	\$ 64,500.00	\$ 64,500.00	\$ 64,500.00
321216	Type SP 9.5 Base Course Mixture(2.B)	TON	21	\$ 110.00	\$ 2,310.00	\$ 116.00	\$ 2,436.00	\$ 136.50	\$ 2,866.50	\$ 150.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
321216	Mill Bituminous Surface	SQ. YD.	23	\$ 50.00	\$ 1,150.00	\$ 20.00	\$ 460.00	\$ 20.00	\$ 460.00	\$ 90.00	\$ 2,070.00	\$ 2,070.00	\$ 2,070.00
329219	Topsoil Borrow (LV)	CU. YD.	600	\$ 25.00	\$ 15,000.00	\$ 18.00	\$ 10,800.00	\$ 65.00	\$ 39,000.00	\$ 25.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
329219	Turf Establishment	SQ. YD.	1772	\$ 2.60	\$ 4,607.20	\$ 3.50	\$ 6,202.00	\$ 6.00	\$ 10,632.00	\$ 4.00	\$ 7,088.00	\$ 7,088.00	\$ 7,088.00
<b>TOTAL BID PROPOSAL NO. 5</b>				<b>\$</b>	<b>\$ 85,367.20</b>	<b>\$</b>	<b>\$ 86,424.00</b>	<b>\$</b>	<b>\$ 158,972.50</b>	<b>\$</b>	<b>\$ 100,243.00</b>	<b>\$</b>	<b>\$ 100,243.00</b>
<b>GRAND TOTAL BID PROPOSAL NO.1 - 5</b>				<b>\$</b>	<b>\$ 1,042,350.75</b>	<b>\$</b>	<b>\$ 1,108,526.00</b>	<b>\$</b>	<b>\$ 1,874,701.28</b>	<b>\$</b>	<b>\$ 1,217,221.00</b>	<b>\$</b>	<b>\$ 1,217,221.00</b>

**RESOLUTION NO. 16 – 06 - 52**

**RESOLUTION ACCEPTING AND AWARDING BID FOR IMPROVEMENT**

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

WHEREAS, pursuant to an advertisement for bids for the improvement of 2016 Assessment Job No. 1 – Street & Bikepath Improvements, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

WHEREAS, it appears that \_\_\_\_\_ is the lowest responsible bidder at a bid price of \$\_\_\_\_\_;

WHEREAS, the total project costs are estimated to total \$\_\_\_\_\_;

WHEREAS, the City of East Grand Forks, Minnesota declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax exempt bond.

NOW THEREFORE, BE IT RESOLVED,

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with \_\_\_\_\_ in the name of the City of East Grand Forks for the improvement of 2016 Assessment Job No. 1 – Street & Bikepath Improvements according to the plans and specifications therefore approved by the City Council and on file in the administration office.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.
3. The City Portion for this project will be paid out of the following funds:

414-43-148-45300	Construction	\$_____
414-43-148-43030	Plans/Specifications	\$_____
414-43-148-43030	Staking/Inspection	\$_____
414-43-148-43030	Assessment Roll	\$_____
414-43-148-45300	Contingencies	\$_____
414-43-148-43500	Admin/Legal	\$_____

*Voting Aye:*  
*Voting Nay:*  
*Absent:*

The President declared the resolution passed.

Passed: June 7, 2016

Attest:

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

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

I hereby approve the foregoing resolution this 7<sup>th</sup> of June, 2016.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 16 – 06 - 53**

**RESOLUTION APPROVING OF THE ISSUANCE OF  
SOLID WASTE DISPOSAL REVENUE BONDS  
(AMERICAN CRYSTAL SUGAR COMPANY PROJECT)  
SERIES 2016**

**BE IT RESOLVED** by the City Council of the City of East Grand Forks, Minnesota, as follows:

**Recitals:**

1. The City of East Grand Forks, Minnesota (the “City”) is authorized pursuant to Minnesota Statutes, sections 469.152 to 469.1655, as amended (the “Act”), to issue its revenue bonds for the purpose of providing financing for the construction, acquisition and installation of equipment and buildings to be used in connection with processing agricultural products, the disposal of solid waste, and functionally related facilities.
2. American Crystal Sugar Company, a Minnesota agricultural cooperative corporation (the “Company”), has applied to the city to issue and sell its revenue bonds pursuant to the Act for the purpose of providing financing for construction, acquisition and installation of equipment to be used in connection with sugar beet processing, solid waste disposal and functionally related facilities at its facility in East Grand Forks (the “Project”).
3. The City Council has, on December 1st 2015, held a public hearing regarding the issuance of revenue bonds to finance the Project, following duly published notice thereof, and all persons desiring to be heard were heard.
4. Following the public hearing the City Council gave preliminary approval to the Project and the issuance of up to \$45,000,000 of revenue bonds subject to approval by the Department of Employment and Economic Development, subject to approval by the Department of Employment and Economic Development, subject to receipt of allocation of authority to issue private activity bonds, and subject to final approval of this Council, the Company and the purchaser of the Bonds as to the ultimate details of the financing and the Project.
5. The Department of Employment and Economic Development approved the Project on \_\_\_\_\_, 2016 and the Department of Finance allocated \$12,750,000 of authority to issue private activity bonds for the Project on May 2, 2016.
6. It is in the public interest, for public benefit and in furtherance of the public purposes of the City that the City Council provide approval of the issuance of Bonds for the Project;

**NOW, THEREFORE**, it is hereby found, determined and ordered, as follows:

1. The City hereby approves the issuance and sale, pursuant to the Act, of its Solid Waste Disposal Revenue Bonds, Series 2016 (the “Bonds”) in the principal amount not to exceed \$11,500,000 for the purpose of providing financing to the Company for the acquisition and installation of the Project.
2. The Bonds will be issued pursuant to a Financing Agreement dated as of June 1, 2016 (the “Financing Agreement”), among the City, the Company and Wells Fargo Bank, National Association Minneapolis, Minnesota (the “Purchaser”), the terms of which are hereby incorporated by reference.
3. Pursuant to the Financing Agreement, the City will lease the Project to the Company. The payments to be made by the Company under the Financing Agreement are established so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on the Bonds when due. The City will assign its rights to the basic payments and certain other rights under the Financing Agreement to the Purchaser as security for payment of the Bonds.
4. Under the provisions of the Act, and as provided in the Financing Agreement, the Bonds are not to be payable from or charged upon any funds other than the revenue pledged to the payment thereof; the City is not subject, to any liability thereon; nor shall the holder of any Bonds ever have the right to compel any exercise by the City of its taxing power to pay any of the Bonds or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interest of the City in the Financing Agreement which has been assigned to the Purchaser; the Bonds shall recite that the Bonds are issued without obligation on the part of the State or its political subdivisions, and that the Bonds including interest thereon, are payable solely from the revenues pledged to the payment thereof; and, the Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation.
5. Subject to the approval of the City’s counsel, the form of the Financing Agreement and all other documents necessary for the issuance of the Bonds are approved. The Financing Agreement, in substantially the form submitted, is directed to be executed in the name and on behalf of the City by the Mayor or other member of the City Council and the City Administrator or Assistant City Administrator. Any other documents and certificates necessary to the transaction described above shall be executed by the appropriate City officers. Copies of all of the documents necessary to the transaction herein described shall be signed, delivered and filed as provided herein and in the Financing Agreement.
6. The City shall proceed to issue the Bonds, in the form and upon the terms set forth in the Financing Agreement. The Mayor or other member of the City Council and City Administrator are authorized and directed to prepare and execute the Bonds as prescribed in the Financing Agreement and to deliver them to the Purchaser.
7. The Mayor and City Administrator and other officers of the City are authorized and directed to prepare and furnish to the Purchaser a certified copy of alol proceedings and records of the City relating to the Bonds and such other affidavits and certificates as may

be required to show the facts relating to the legality of the Bonds, as such facts appear from the books and record in the Officer's custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits concluding any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

8. The approval hereby given to the various documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City's counsel and the City officials authorized herein to execute the documents; and the City officials are hereby authorized to approve the changes on behalf of the City. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms thereof. In the absence of the Mayor or City Administrator, any of the documents authorized by this Resolution to be executed may be executed by the acting Mayor or the acting City Administrator, respectively.

*Voting Aye:*

*Voting Nay:*

*Absent:*

The President has declared the resolution passed:

Passed: June 7, 2016.

Attest:

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

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

I hereby approve the foregoing resolution this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATE**

**STATE OF MINNESOTA**

**COUNTY OF POLK**

The undersigned duly appointed, qualified, and acting City Administrator of the City of East Grand Forks, Minnesota, hereby certifies that there is attached hereto a true and correct copy of the **RESOLUTION APPROVING OF THE ISSUANCE OF SOLID WASTE DISPOSAL REVENUE BONDS (AMERICAN CRYSTAL SUGAR COMPANY PROJECT) SERIES 2016** which was adopted by the City of Council of the City of East Grand Forks, Minnesota, on June 7, 2016, at a regular meeting of the City Council which certified copy is an exact copy of the original on file in the office of the City Administrator.

Dated this \_\_\_\_\_ day of June, 2016.

\_\_\_\_\_  
City Administrator

# Request for Council Action

Date: June 1, 2016

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

Cc: File

From: Karla Anderson

RE: 2015 Year end transfers and Project fund transfers

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Attached is a resolution on transfers needed as of 12-31-15.

Some of the transfers were budgeted Cemetery non-street improvements were under budgeted expenses. (Cemetery expansion could not be completed in 2015 due to weather and ground saturation.) Cemetery road improvements were \$162,927.71, a transfer from State Fund 209 is needed to fund the project.

Projects 14CP2 and 14AJ1 were not finalized until 2015.

The 2015 General Fund Street Reconstruction was budgeted at \$250,000. There was a balance of over \$130,000 left over for street reconstruction. This money was transferred to help fund the 2015 Street Project for the City's share.

Recommendation: To accept all the transfers as presented in the Resolution submitted.

## RESOLUTION NO. 16 – 06 - 54

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

WHEREAS, the City Council has passed budget resolution authorizing other transfers occurring in 2015; and

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the Clerk-Treasurer is authorized to make the following transfers for budget year 2015 as set out hereafter:

Reason	Amount	Transfer To	Transfer From
Local 13CP1 Multi-Use Trails	\$15,055.39	415-39-000-39201	209-49-300-47200
Budget Transfer in General Fund	\$120,000.00	101-39-000-39203	401-49-300-47200
Distribute Tax Levy-2007 Bond	\$24,014.00	535-39-000-39204	101-49-300-47210
Cemetery Budget(\$46,053)Transfer	\$27,923.12	214-39-000-39201	101-49-300-47260
Cemetery Road Improvement Transfer	\$162,927.71	214-39-000-39201	209-49-300-47200
Transit Budget(\$53,137) Transfer	\$53,137.00	210-39-000-39201	101-49-300-47220
Budgeted (\$60,000) for tax rebates	\$20,931.51	101-39-000-39204	280-49-300-47200
City share 14CP2 sidewalk	\$11,308.47	415-39-000-39201	209-49-300-47200
City share 14AJ1 17 <sup>th</sup> St NE	\$14,559.91	414-39-000-39201	209-49-300-47200
15AJ3 Street Improvement Budget General Fund (33,000)	\$33,000.00	414-39-000-39201	101-49-300-47200
15AJ3 Street Improvement City Share	\$290,508.08	414-39-000-39201	209-49-300-47200
2015 Street Reconstruction 15AJ3	\$130,000.00	209-39-000-39201	101-43-120-45300

*Voting Aye:*  
*Voting Nay:*  
*Absent:*

The President declared the resolution passed.

Passed: June 7, 2016

Attest:

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

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

I hereby approve the foregoing resolution this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 16 – 05 – 55**

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

**RESOLUTION RATIFYING CONTRACTS**

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 24223 for a total of \$1,653.11.

WHEREAS, Craig Buckalew, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS:

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$1,653.11 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on June 7, 2016.

*Voting Aye:*  
*Voting Nay:*  
*Abstain:*

The President declared the resolution passed.

Passed: June 7, 2016

Attest:

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

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

I hereby approve the foregoing resolution this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA )  
COUNTY OF POLK ) ss  
CITY OF EAST GRAND FORKS )

I, Craig Buckalew, being duly sworn states the following:

1. I am 3<sup>rd</sup> Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 24223 for a total of \$1,653.11.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on June 7, 2016.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Official)

## Accounts Payable

## Check Register Totals Only

User: apassa  
 Printed: 6/2/2016 - 12:38 PM



## City of East Grand Forks

P. O. Box 373  
 East Grand Forks, MN 56721  
 (218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24182	06/07/2016	ACM001	Acme Electric Companies	274.37	0
24183	06/07/2016	ADV001	Advanced Business Methods Inc	856.08	0
24184	06/07/2016	ALT001	Altru Health System	47.50	0
24185	06/07/2016	AMA001	Amazon.com	192.49	0
24186	06/07/2016	AME002	American Tire Service	151.00	0
24187	06/07/2016	AME005	Ameripride Linen & Apparel Services	499.64	0
24188	06/07/2016	ANY001	Anytime Plumbing	1,743.90	0
24189	06/07/2016	ASS002	Association for Rural & Small Librari	45.00	0
24190	06/07/2016	BAI001	Bailey Nurseries Inc	2,510.75	0
24191	06/07/2016	BAK001	Baker & Taylor Co	589.91	0
24192	06/07/2016	BEA001	Beacon Athletics	1,350.00	0
24193	06/07/2016	BLI003	Blind Devotion	75.00	0
24194	06/07/2016	BOB001	Bobcat of Grand Forks	115.83	0
24195	06/07/2016	BOR001	Border States Electric Supply	52.36	0
24196	06/07/2016	BRO002	Brodart Co	218.75	0
24197	06/07/2016	CAN001	Canon Financial Services	128.00	0
24198	06/07/2016	CAR004	Cariveau Concrete Construction Inc	3,584.00	0
24199	06/07/2016	CAR005	Carson Industries Inc	55.95	0
24200	06/07/2016	CED001	Cedar Rapids Tire	734.52	0
24201	06/07/2016	CEN006	Century Link	859.10	0
24202	06/07/2016	GFC002	City of Grand Forks	4,095.75	0
24203	06/07/2016	COL006	Cold Spring Granite Company	4,277.79	0
24204	06/07/2016	COL002	Cole Papers Inc	151.03	0
24205	06/07/2016	AIR003	Corval Constructors	3,780.71	0
24206	06/07/2016	DEM001	Demco Educational Corp	716.37	0
24207	06/07/2016	DSC001	Diamond Cleaning Supply	83.90	0
24208	06/07/2016	DOC001	Docu Shred Inc	37.26	0
24209	06/07/2016	ERA001	ERA	90.83	0
24210	06/07/2016	EXP002	Exponent	744.90	0
24211	06/07/2016	FER001	Ferrellgas	179.64	0
24212	06/07/2016	G&K001	G&K Services	259.81	0
24213	06/07/2016	GAL007	Michael Gallo	200.00	0
24214	06/07/2016	GAN001	Lucy Ganje	100.00	0
24215	06/07/2016	GAR001	Garden Hut Inc	85.44	0
24216	06/07/2016	GER001	Gerrells Sport Center	319.60	0
24217	06/07/2016	GLO003	Global Safety Network, Inc.	132.00	0
24218	06/07/2016	GOP002	Gopher State Lawn Sprinklers	230.21	0
24219	06/07/2016	GFF001	Grand Forks Fire Equipment	1,704.90	0
24220	06/07/2016	EXP003	Grand Forks Police Department	50.00	0
24221	06/07/2016	GFW001	Grand Forks Welding & Machine	178.12	0
24222	06/07/2016	GRE002	Greg's Lawn Care	383.85	0
24223	06/07/2016	HAR001	Hardware Hank	1,653.11	0
24224	06/07/2016	HAW001	Hawkins Chemical	3,418.04	0
24225	06/07/2016	HEA001	Heartland Paper	1,246.00	0
24226	06/07/2016	HIG002	Higher Ground	240.00	0
24227	06/07/2016	HOL002	Holiday Companies	156.98	0
24228	06/07/2016	HUG001	Hugo's	168.63	0
24229	06/07/2016	ICS002	Industrial Contract Services Inc. ICS	250,504.00	0
24230	06/07/2016	INT007	In the Swim	287.97	0
24231	06/07/2016	INT003	Integra Telecom	94.67	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24232	06/07/2016	KAM001	Kameron Harstad	720.00	0
24233	06/07/2016	KEL002	Kelley Blue Book	70.00	0
24234	06/07/2016	KEN002	Kennedy & Graven, Chartered	2,047.50	0
24235	06/07/2016	KNU001	Knutson Printing Company	222.00	0
24236	06/07/2016	LAS001	Laser Systems	69.99	0
24237	06/07/2016	LIB001	Liberty Business Systems	43.06	0
24238	06/07/2016	LIT001	Lithia Payment Processing	511.63	0
24239	06/07/2016	LUM001	Lumber Mart	49.99	0
24240	06/07/2016	LYN001	Lynn Peavey Company	152.00	0
24241	06/07/2016	M&W001	M&W Services	2,401.75	0
24242	06/07/2016	MAR001	Marco Inc	96.41	0
24243	06/07/2016	DUA001	Mark Steven Dykes	770.08	0
24244	06/07/2016	MEN001	Menards	322.52	0
24245	06/07/2016	MPO001	Metropolitan Planning Organization	4,575.98	0
24246	06/07/2016	MIC001	Micro-Marketing LLC	248.46	0
24247	06/07/2016	MID003	Midcontinent Communications	1,649.15	0
24248	06/07/2016	MID005	Midwest Playscapes	215.90	0
24249	06/07/2016	MID006	Midwest Specialty Sales Inc	683.34	0
24250	06/07/2016	MPW001	Minncsota Pump Works	3,000.00	0
24251	06/07/2016	BCA004	MN Bureau of Criminal Apprehension	25.00	0
24252	06/07/2016	MND006	VOID****VOID****VOID*** MN I	1,074.00	0
24253	06/07/2016	MNP005	MN POST Board	360.00	0
24254	06/07/2016	NOR006	Northdale Oil	6,365.70	0
24255	06/07/2016	NOR024	Northland Yard Service	1,850.00	0
24256	06/07/2016	JKN001	Jack & Kitty Norton	375.00	0
24257	06/07/2016	ORE001	O'Reilly Auto Parts	133.40	0
24258	06/07/2016	OCC001	Occupational Development Center, Inc	500.18	0
24259	06/07/2016	OCL001	OCLC	143.07	0
24260	06/07/2016	OPP001	Opp Construction	270.00	0
24261	06/07/2016	POP001	Popular Subscription Service	737.99	0
24262	06/07/2016	PRE001	Premium Waters Inc	194.32	0
24263	06/07/2016	PRI003	Jessica Ann Pribula	300.00	0
24264	06/07/2016	TIT002	Productivity Plus Account	64.50	0
24265	06/07/2016	PSD001	PS Garage Doors	83.21	0
24266	06/07/2016	QUI001	Quill Corp	457.88	0
24267	06/07/2016	RED010	Red River Welders Supply	26.50	0
24268	06/07/2016	RIN002	Rinke Noonan Law Firm	1,817.25	0
24269	06/07/2016	ZAV001	RJ Zavoral & Sons	42,012.10	0
24270	06/07/2016	RMB001	RMB Environmental Lab Inc	247.00	0
24271	06/07/2016	ROB008	Emily Roberts	260.00	0
24272	06/07/2016	RYD001	Rydell Chevrolet	182.39	0
24273	06/07/2016	SMA001	Smart Apple Media	158.22	0
24274	06/07/2016	STA005	Strata Corp	552.60	0
24275	06/07/2016	CHA001	The Chamber of EGF/GF	140.00	0
24276	06/07/2016	FOR017	The Forum	220.00	0
24277	06/07/2016	RET001	The Retrofit Companies Inc	7,630.51	0
24278	06/07/2016	THU002	Thur-O-Clean	4,658.50	0
24279	06/07/2016	TRI001	Tri Steel Manufacturing	25.48	0
24280	06/07/2016	TRE009	Troy A. Tretter & Kacie M. Walker	7,500.00	0
24281	06/07/2016	TRU001	True Temp	2,544.04	0
24282	06/07/2016	TRY001	Try-County Refrigeration	6,870.00	0
24283	06/07/2016	UNI005	Uniforms Unlimited Inc.	89.98	0
24284	06/07/2016	USB005	US Bank Corporate Payment System	14,160.03	0
24285	06/07/2016	VAN003	Reed and Trish Van Eps	439.88	0
24286	06/07/2016	VIL001	Vilandre Heating & A/C	2,098.41	0
24287	06/07/2016	VOT001	Paul Votava	32.50	0
24288	06/07/2016	WAT001	Water & Light Department	48,696.81	0
24289	06/07/2016	WID001	Widseth Smith Nolting & Associates	150,184.25	0
24290	06/07/2016	WIL002	Wilbur-Ellis	532.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24291	06/07/2016	XCE001	Xcel Energy	2,689.71	0
24292	06/07/2016	XER001	Xerox Corporation	81.48	0
24293	06/07/2016	YOR001	Yorhom Medical Essentials	7,772.84	0
24294	06/07/2016	ZEE001	Zec Medical Service	703.45	0
				<hr/> <hr/>	
Check Total:				622,765.60	
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