

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, JUNE 14, 2016 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Future MNDOT Amendments to Transportation Plan – Earl Haugen**
- 2. Change Order for Lift Station #5 Replacement – Steve Emery**
- 3. Change Order for the Pool Project – David Murphy**
- 4. Discussion on Lease Agreement with Verizon – Ron Galstad**
- 5. Request to Formally Accept DNR Grant – Mark Dragich**
- 6. Request Regarding Short Term Storm Shelters – Gary Larson**
- 7. Request Regarding Paid On Call Staff – Gary Larson**
- 8. River Road Rehabilitation – Jason Stordahl**
- 9. Mosquito Control Equipment – Jason Stordahl**

ADJOURN:

Upcoming Meetings

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
Work Session – Tuesday, July 12, 2016 – Training Room



Request for Council Action

DATE: 9 June, 2016

TO: EGF Mayor and City Council

FROM: E. Haugen, MPO Executive Director

RE: Matter of Future MnDOT Projects Needing to be Amended into Transportation Plan.

SUMMARY:

MnDOT is proposing two projects to be amended into the Transportation Plan:

1. Concrete rehab of the westbound lane of US 2 from Fisher to 5th Ave NE; planned to be done in 2021
2. Replace the bridge structure of US 2 over River Road/4th Str NW. in 2025.

As part of the amendment process, the City will be asked to amend its City Plan. This process will take time. The public will need to be engaged to assist in identifying what should be done. While the base projects are scoped and have a cost estimate, there exists an opportunity to partner with MnDOT to add to the scope to improve the areas that are being affected.

MnDOT and MPO staff will be present at your June 14th Work Session to present information. Additional information will be provided either prior to or at the meeting.

Background:

As you know, the MPO Long Range Transportation Plan identifies all the projects that are projected to be done by 2040. This is a fiscally constrained document, meaning that for every project listed in the Plan, a revenue source must be identified to show that the project can be done. This is done to ensure that the Plan is not simply a wish list but is the prioritized list of what will be done.

Our current Plan was adopted at the end of 2013. At that time, MnDOT worked cooperatively with us and together we identified that there were no needs (i.e., projects) for MnDOT facilities. A difference exists between our Plan horizon and MnDOTs. While our Plan has to go out over 20 years in identifying projects, MnDOT only goes 10 years and annually updates the document. As MnDOT has been monitoring its facilities within our MPO area, it has determined that two projects need to be done.

The projects are preservation projects in the sense that the work is intended to make what currently exists have work that extends the usefulness of the facility. Since these projects are not listed in our Plan, we will have to go through the process of amending our Plan. East Grand Forks adopts the MPO Plan as its Transportation Plan; therefore, the City's Plan will also need to be amended.

While these projects appear straight forward, they do provide an opportunity for the City and MnDOT to address some known deficiencies related to each projects. MnDOT does have an estimate of cost but are willing to work with the City and MPO to identify other potential items

that should be either added into the project or possibly scoped as an entirely new project. There are some items that MnDOT may agree to pay for, either entirely or in partnership with the City; there are likely some items that are wanted yet are not typically funded with MnDOT funds.

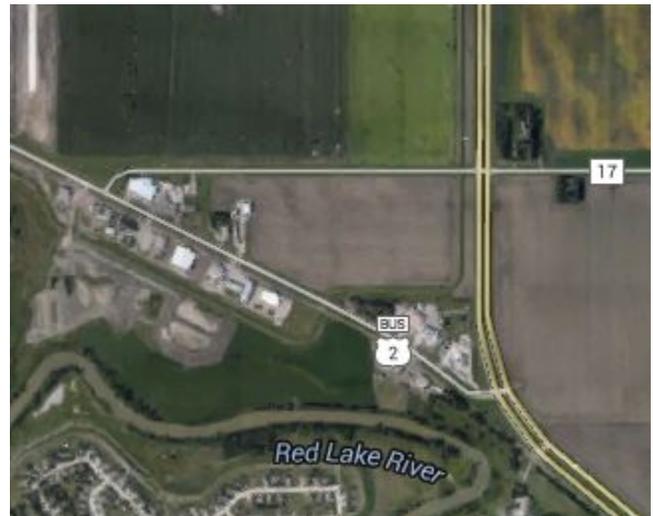
As we process these amendments into the Plan, we will have to follow our Public Participation Plan requirements. That means we will engage the public to determine what is the public's opinion on what should be done. This feedback will be considered in the final amendment decisions.

PROJECT 1 – Westbond lane of US 2

This is primarily a preservation project that will improve the pavement and culverts between Fisher and 5th Ave NE.

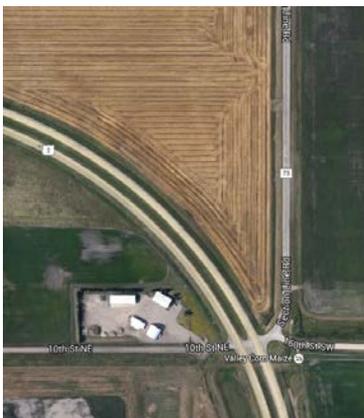
Intersection of US 2 and US 2B: Since this project is doing work at intersections that have been identified as candidate intersections for safety improvements, MnDOT desires to engage the community in identifying what those improvements should be. These improvements could be done with this project or funded through other programs, such as the Highway Safety Improvement Program.

One intersection is the current US 2 and US Bus 2 intersection. The graphic on the right highlights the area. The intersection is located on a super-elevated curve with high speeds. Crash data suggests that full turning movements that are currently allowed create hazards that would be minimized.



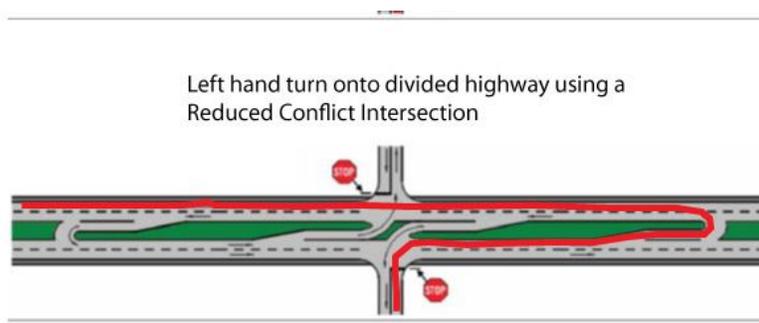
The current District Highway Safety Plan identifies this intersection as a good candidate for restricting certain movements at the intersection. It is ranked as one of the top intersections for consideration. Being that the base project will be working through this intersection, consideration should be made at this time to see if the base project could be expanded to address this safety concern at the same time. The intersection is ranked that high enough for us to use this opportunity to determine what improvements could be done.

One solution would be to just close the median. No vehicles could turn left; either left turns from US 2 onto US 2B nor left turns from US 2B onto US 2. The intersection would become simple a right in/right out intersection. Turning movement counts are not known but there is likely a rather heavy number of vehicles turning left from US 2 into US 2B. This would shift left turns northward; most likely the majority of these movements would take place at the intersection of US 2 and Polk Highway 17. A safety improvement project has also been identified at this intersection; so again with the base project now is an opportunity to determine what can be done. The intersection of US 2 and Polk County Highway 73 has some safety improvements recommended as well.



The impact of prohibiting left turns from US 2 into US 2B may

be significant; options do exist to improve the intersection safety while still allowing this particular movement. The potential solution that is now being done throughout Minnesota is known as a Reduce Conflict Intersection (RCI)(in ND they are called J-Turns). As implied in its



name, the intersection is modified to reduce the conflicts turning vehicles have with each other. The less conflicts, the safer the intersection becomes. Left turning vehicles from the minor road (US 2B) to the high speed highway are typically the ones that create the most potential for conflict. Adding

that this is an intersection across a divided four lane highway contributes to the high potential for conflict. Further, as already mentioned, an elevated curve does not help the situation.

The typical redesigned intersection would have the look as provided in the example to the left. The graphic shows how a vehicle wishing to turn left must first go right, make a u-turn and then is able to proceed the desired direction. Also as shown, left turns from the highway are still allowed to the minor road (US 2B).

Being on the super-elevated curve, this design may not be optimal. This is the proposed solution of the east intersection of Mn220/Polk County 76 and US 2 intersection just north of the Red Lake River Bridge. (Our local Plans may not be in agreement with this recommendation; signalization is our recommendation)



Another consideration would be to close US 2B intersection and shift all turning traffic to the north to the Polk Co 17 intersection. This is an idea that would likely lead to the possibility of turning back portions of US 2B from a MnDOT road to the City. This was a project contemplated by MnDOT and the City back in 2002. This was associated with the flood protection project as well and included turnback of all of US 2B (MnDOT is not considering turning back

all of US 2B like before). In the end, the City did not want to do this project, in part due to public feedback particularly from the businesses along US 2B.

MnDOT is preparing diagrams as to how this improvement could look. The graphic will be forwarded to you as soon as it is available. Since this will impact a Polk County highway, officials from the County have been informed that this will be discussed at your work session.

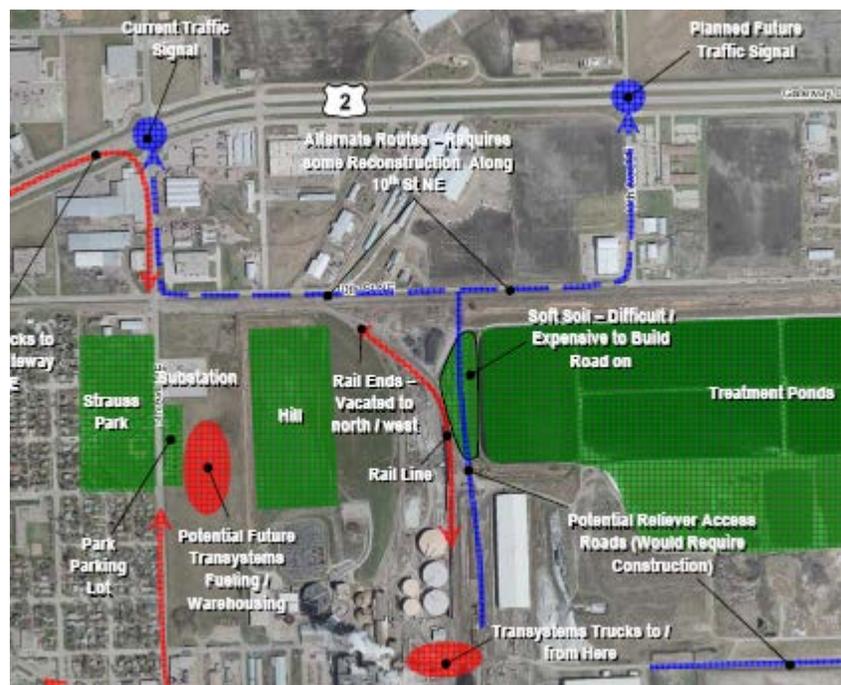
Intersection of US 2 and 11th Ave NE: The base project is being done in 2021. An unfunded yet desired improvement at this intersection is to signalize the intersection. MnDOT and the City

have an Access Management Plan agreed to that identifies that in the future, this intersection could become signalized. Included in this consideration, the MPO working with its partners, have identified an unfunded improvement to how trucks access the beet plant. A new roadway is contemplated using this intersection.

MnDOT likely will not use the opportunity of this base project to add to its scope to construct this new access road. What is desired is to explore jointly how this project could be funded. Perhaps jointly the City and MnDOT to pursue some state funded programs that are available. What is most important is for the City and MnDOT to discuss this potential road and how it connects to US 2.

Associated with this discussion would be the whole US 2 Access Management Plan. Other intersection modifications are contemplated in the Plan that may or may not still be desired. An example of such an intersection modification is the full access of 5th Ave NW with US 2. It has been previously pursued up to the point of having funds programmed and project design taking place. So, although the base project stops at the other 5th Ave (NE), MnDOT wants to discuss the possibility of reviewing the whole US 2 Access Management Plan.

The graphic to the right shows the concept of this new access road. As written in the current Transportation Plan: This new access road would be constructed on Crystal's property. The corridor would use a narrow strip of available right-of-way, just east of the rail line and west of the plant's treatment ponds. From Gateway Avenue trucks could get access to 10th Street NE and the new Crystal access road by using either 5th Avenue NE or 11th Avenue NE (there is a long-term plan for a traffic signal at 11th Ave NE / Gateway Drive). This alternative would provide an access to the plant from the north and west, which would avoid the residences along 5th Avenue NE and south of 10th Street NE and would likely reduce the number of seasonal trucks using residential lined streets through East Grand Forks.

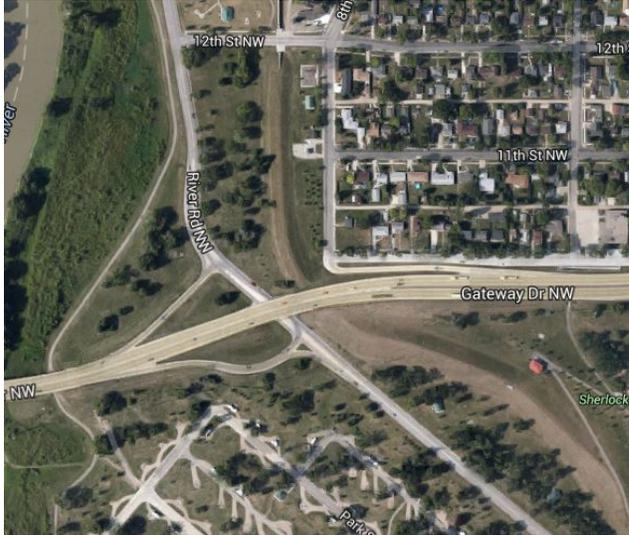


There has long been a desire by the City to find a different route for beet trucks to access the plant. The current routes rely on streets that are primarily residential in nature. Added to this is the situation of the recreational facilities being located on the west side of the route while the parking lot for the recreation is located on the opposite side of the truck route.

PROJECT 2 – Replace Bridge Structure over River Road/4th St NW.

This is primarily a bridge replacement project on Hwy 2 programmed for 2025. The superstructure is in poor shape and warrants replacement. It has not been determined whether the abutments will need to be replaced or not. MnDOT's intent for this project is to provide a

safe and reliable bridge crossing.



Since the flood protection’s completion, minor flood events close River Road/4th St under this bridge location. Past meetings (most recently as last July), City officials have expressed the possibility of using this bridge replacement project as an opportunity to address this flooding issue. Possible options expressed include raising River Road/4th St to be an at-grade intersection with US 2 rather than grade separation. Another alternative mentioned has been raising the bridge which would allow raising River Road/4th St so that the road is higher. Thus remaining open during minor floods.

The Kennedy Bridge project has heightened the awareness of possibly raising US 2 so that it can “remain high and dry” during high flood event. The current project will marginally raise the road to allow it to remain open slightly longer. One of the factors playing into the road raise is the bridge being contemplated to be replaced. Further, the ramps have been pointed out as being safety issues, particularly the westbound on ramp. Lastly, the westbound off ramp has been previously recommended for removal when 5th Ave NW is converted into a full intersection with US 2.

Now is the opportunity to explore with MnDOT how the base project could be enhanced. The flood protection complicates possible solutions as well as the flood protection project tied to interests of Grand Forks. MnDOT would like to better understand the situation and discuss options on how we can work cooperatively to agree to the project concept and possible funding partnerships. The City Sub-target of federal funds would be available in 2026 based upon current agreed to cycles. With the proposed project this far out, there is the ability to shift funding years to make the bridge replacement project occur in conjunction with the City’s availability to federal funds.

AMENDMENT PROCESS:

As indicated earlier, the Transportation Plans must be amended to include these two projects. The MPO’s amendment process must be followed. This includes early and often engagement of our public. The MPO also requests the City to consider amending its Plan as well. The MPO and the City work together in this process by holding the necessary public hearings through the City’s structure. This allows the City to be better informed of the amendment request, the public’s participation, and all other considerations.

At a minimum, this process takes at least three months. It is not being suggested that this amendment only will take three months – just stating that that is the minimum and most amendment take longer. The first month is to inform the public of the projects, the possibilities and the recommended improvement. The second month is to process a preliminary approval of the amendment through the City’s required process (i.e., Planning Commission and Council). The third month is then taking final consideration of amending the Plan. At the same time, the MPO will be vetting the amendment through its structure.

RECOMMENDATION: **Information only at this time. Action will be requested later.**

SUPPORT MATERIALS: None

Request for Council Action

Date: June 9, 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 & Brad Bail

RE: 2014 City Project No. 3 – Lift Station No. 5 - Replacement
East Grand Forks, MN

Background:

Attached please find a request for approval of Change Order No. 1. An explanation of the Change Order items is below:

Item No. 1:

All concrete was changed from a 3000 PSI to 4000 PSI Compressive Design strength.

Item No. 2:

The disconnect switch for the electric duct heater was duplicated on the electrical and mechanical drawings thus received a credit for deleting one of the duct heater switches and appurtences.

Item No. 3: (Brad Bail)

The design for the construction of the lift station was based on a “self digging” structure. The base of the walls included a cutting shoe which allows the structure to sink into the ground when material on the inside are removed. During the sinking process the contractor encountered soils which made the sinking more difficult, as the soil appeared to be stiffer than what the soils report had indicated. To get the structure to continue to sink, the contractor was forced to dig below the digging shoe. In the design of this type of structure it is assumed that the digging shoe will always be encased in earth on both sides, which provides lateral support for the wall while construction is taking place. With this in mind, we decided that additional temporary bracing / supports be used to prevent any chance of failure of the concrete walls. The depth of the liftstation is 31 feet below the ground surface. At that depth, the force on the wall would be equivalent to approximately 14,000 psf. To complete the work, the contractor had

to have employees at the bottom of the liftstation. Therefore, for safety precautions as well as the costs to repair or reconstruct a concrete wall if substantial deflection did occur we opted to put the temporary bracing /supports in place. Therefore, the contractor needed to provide materials and additional labor to install the bracing and supports as well as labor and materials to remove the temporary bracing and supports once the lift station sinking operation was completed and the bottom floor section was poured. Due to the bracing the contractor further incurred additional manhours having to work around the bracing while removing soil materials from inside the structure as well as additional time while forming and pouring the concrete floor.

<u>Proposed Budget:</u>	<u>2014 CP No. 3</u>
Construction	\$2,272,827.00
Contingencies (5%)	\$ 113,641.35
Total Change Order No. 1	\$55,036.00
Contingency Balance	\$58,605.35

<u>Proposed Funding:</u>	<u>2014 CP No. 3</u>
City	\$55,036.00

Recommendation:
Approve Change Order request No. 1

Enclosures:
Change Order No. 1

Date of Issuance: May 9, 2016
 Owner: City of East Grand Forks
 Contractor: ICS, Inc.
 Engineer: Widseth Smith Nolting
 Project: 2014 City Project No. 3

Effective Date: May 9, 2016
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 0706G0021
 Contract Name: Lift Station No. 5
 Replacement

The Contract is modified as follows upon execution of this Change Order:

- Description: 1. Change Concrete from 3000 PSI to 4000 PSI
 2. Delete disconnect switch for duct heater
 3. Temporary shoring and bracing

Attachments: *[List documents supporting change]* – See Attached Document

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,272,827.00</u>	Original Contract Times: Substantial Completion: <u>October 31, 2016</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>2,272,827.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 31, 2016</u> Ready for Final Payment: _____ days or dates
[Increase] of this Change Order: \$ <u>55,036.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>2,327,863.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 31, 2016</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:
 By: [Signature]
 Title: Project Engineer
 Date: 5/20/16

ACCEPTED:
 By: _____
 Title: _____
 Date: _____

ACCEPTED:
 By: [Signature]
 Title: V.P.
 Date: 5/24/16

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Change Order No. 1



2014 City Project No. 3 Lift Station No. 5 Replacement East Grand Forks, Mn

5/9/2016

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Modify Concrete from 3000 PSI to 4000 PSI	LS	1	\$ 6,932.85	\$6,932.85
Delete Disconnect Switch	LS	1	\$ (4,189.50)	-\$4,189.50
Temporary Shoring & Bracing	LS	1	\$ 52,292.65	\$52,292.65
Total Change Order No. 1				\$55,036.00
Contingency (5%)				\$113,641.35
Contingency Balance				\$58,605.35

ICS

GENERAL CONTRACTOR

P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

October 6, 2015

Widseth Smith Nolting
1600 Central Ave NE
East Grand Forks, MN 56721

Attn: Mr. Steve Emery

RE: 2014 City Project No. 3
Lift Station No. 5 Replacement
East Grand Forks, MN
Concrete Mix Design Changes

Dear Mr. Emery:

Specification section 03 3000, paragraph 2.09 specifies a minimum compressive strength of 3,000 psi with a maximum water-cementitious materials ratio of 0.55 for footings and foundation walls. The additional cost to change to a 4,000 psi, 0.43 W/C ratio is \$13.77 per CY including tax and ICS overhead, profit, bond & insurance (15% Total). The total estimated quantity of structural concrete effected by this change is 505 CY including loss through pumping and testing. The total amount to change the mix design would be \$6,953.85.

I have attached the proposed mix designs for your review.

Sincerely,



Kip Langei
Vice President of Operations



PROPOSAL REQUEST – E1

Date	March 14, 2016
Project #	2015121
Project Name	EGF Lift Station #5
Project Location	East Grand Forks, MN
Description	Electric Duct Heater Disconnect Switch

Please submit an itemized quotation for the change(s) described below to the proposed modifications to the Contract Documents. Cost proposal to include a detailed itemized breakdown indicating the specific amounts, lengths, quantities, types, sizes, etc. of material including labor, O&P, taxes, and other incidental charges to be used. Proposal shall also indicate credits, deducts, and/or offsets for material and labor originally included in contract. THIS IS NOT A CHANGE ORDER OR DIRECTION TO PROCEED WITH WORK STATED HEREIN.

Delete the disconnect switch for the duct heater from the electrical contractor and install the disconnect switch provided by the mechanical contractor.

Respectfully,
Obermiller Nelson Engineering, Inc.

W. Brian Poykko

Document19

BUILDING SYSTEMS CONSULTANTS

FARGO
2201 12th St N Suite E
701 280.0500

GRAND FORKS
311 4th St, S Suite 203
701.775.2594

BISMARCK
233 West Rosser Ave
701 222.0520

ALEXANDRIA
503 Hawthorne St Suite 141
320.846 0300

MINNEAPOLIS
1400 Van Buren St NE Suite 130
877.380.0501

**Rieger, Borgen, Benson
Electric, Inc.**

RBB Electric, Inc.
PO Box 13635
1123 North 51st Street
Grand Forks, ND 58208
Phone (701)775-7404
Fax (701)775-7417

Change Proposal

Proposal Submitted to:
Obermiller Nelson Engineering

Date:
3/17/2016

Phone:
Fax:

Job Name: EGF Lift Station #5

We are pleased to submit our proposal for furnishing and installing as follows:

RBB Electric will provide parts and labor for the work as described in PRE1.

For the deduct of _____ (\$ 3,990.00)

Ics (MARKUP) - 5%

(\$ 199.50)

(\$ 4189.50)

Payment to be made as follows:

Billings sent on the 25th of the month with payment due by the following 10th. Finance charges apply at 1.5% on the balances over 30 days. Payments received by credit card will be assessed a 4% credit card fee.

Authorized Signature _____ Tim Borgen _____

Proposal may be withdrawn if not accepted within 30 days.

Signature _____

Signature _____

Service * Residential * Commercial * Industrial

Locally Owned and Operated

Request for Council Action

Date: June 14, 2016

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

Cc: File

From: City Administrator David Murphy

RE: Pool Change Order No. 7.

Background

The base for the handicap access ramp and sidewalk are inadequate and need to be created new. The enclosed change order is from MNKOTA Concrete and will address the handicap accessibility needs for the pool. The cost of the change order is \$1,252.

Budget Impact

The 1,252 cost is within the contingency amount.

Action Required

Authorize City Administrator to execute the Change Order Document.



AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 007	OWNER: <input type="checkbox"/>
East Grand Forks Pool Renovation 919 - 5th Ave. NW East Grand Forks, Minnesota	DATE: May 10, 2016	ARCHITECT: <input type="checkbox"/>
EAPC Project 20151250		CONTRACTOR: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 20151250	FIELD: <input type="checkbox"/>
T. F. Powers Construction Co. 910 Sixth Avenue North P.O. Box 2088 Fargo, ND 58107	CONTRACT DATE: June 03, 2015	OTHER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

\$1,252.00 PR G27 - Provide new concrete handicap ramp and sidewalk at the southeast corner of the bath house.

The original Contract Sum was	\$ 1,626,000.00
The net change by previously authorized Change Orders	\$ 359,686.00
The Contract Sum prior to this Change Order was	\$ 1,985,686.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,252.00
The new Contract Sum including this Change Order will be	\$ 1,986,938.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is November 29, 2015 and final completion of June 29, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers)	T. F. Powers Construction Co.	City of East Grand Forks
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
3100 DeMers Avenue Grand Forks, ND 58201	910 Sixth Avenue North P.O. Box 2088, Fargo, ND 58107	600 DeMers Avenue East Grand Forks, MN 56721
ADDRESS	ADDRESS	ADDRESS
<i>Wayne G. Dietrich</i>	<i>[Signature]</i>	
BY (Signature)	BY (Signature)	BY (Signature)
Wayne G. Dietrich	Justin Aross <i>Jeremy Hoese</i>	David Murphy
(Typed name)	(Typed name)	(Typed name)
<i>6/16/16</i>	<i>5-31-16</i>	
DATE	DATE	DATE

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 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st 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

DRAFT FOR REVIEW ONLY – NOT FOR EXECUTION

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 (3rd) 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.

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Remainder of page intentionally left blank

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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 ___

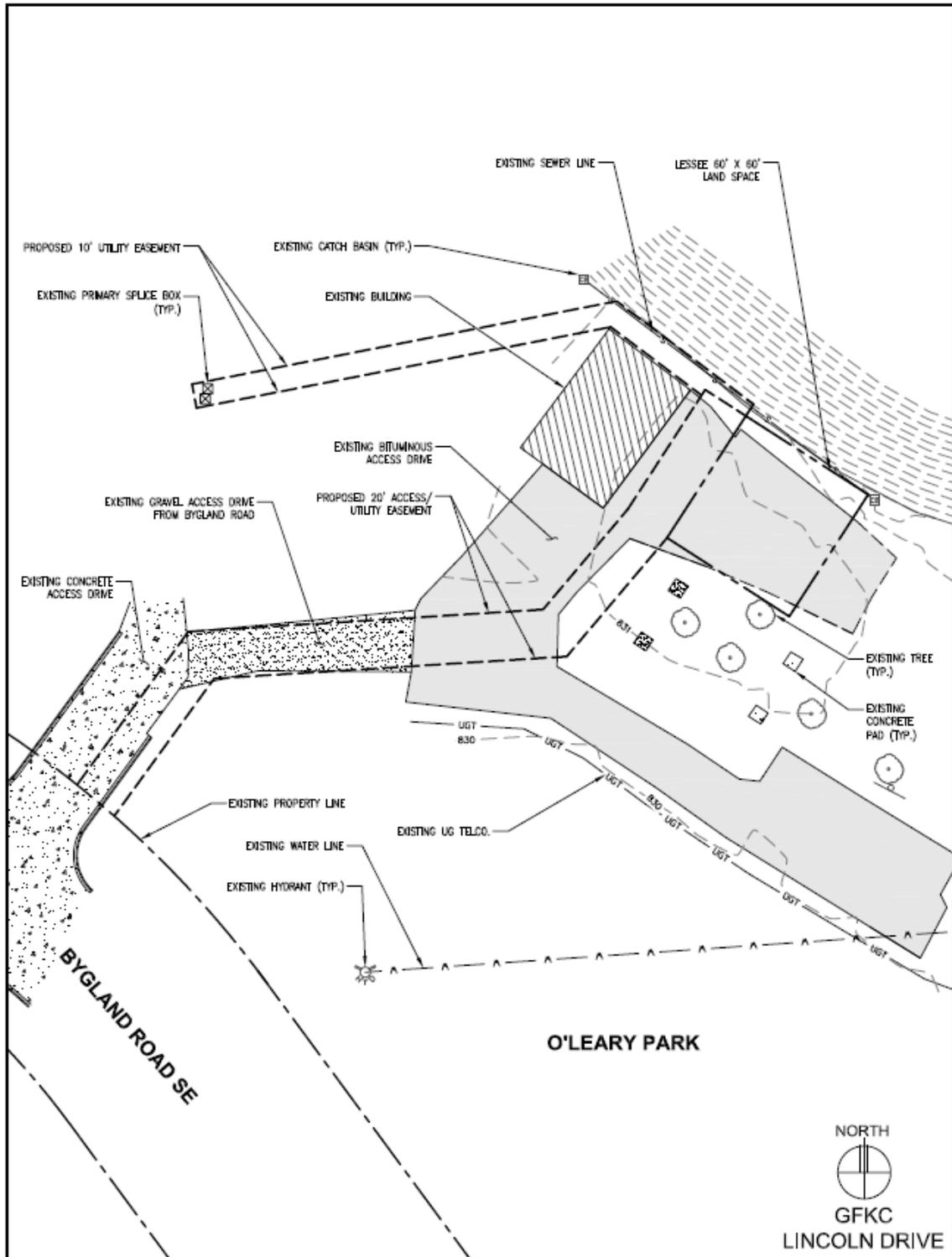
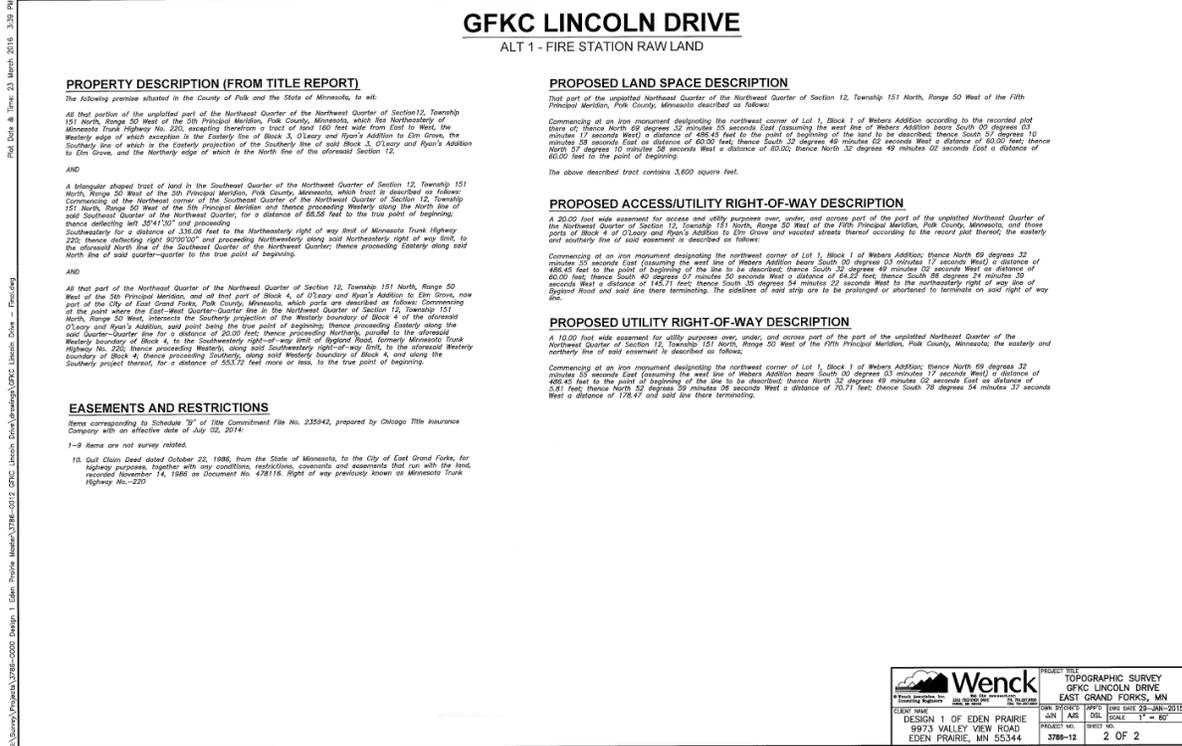
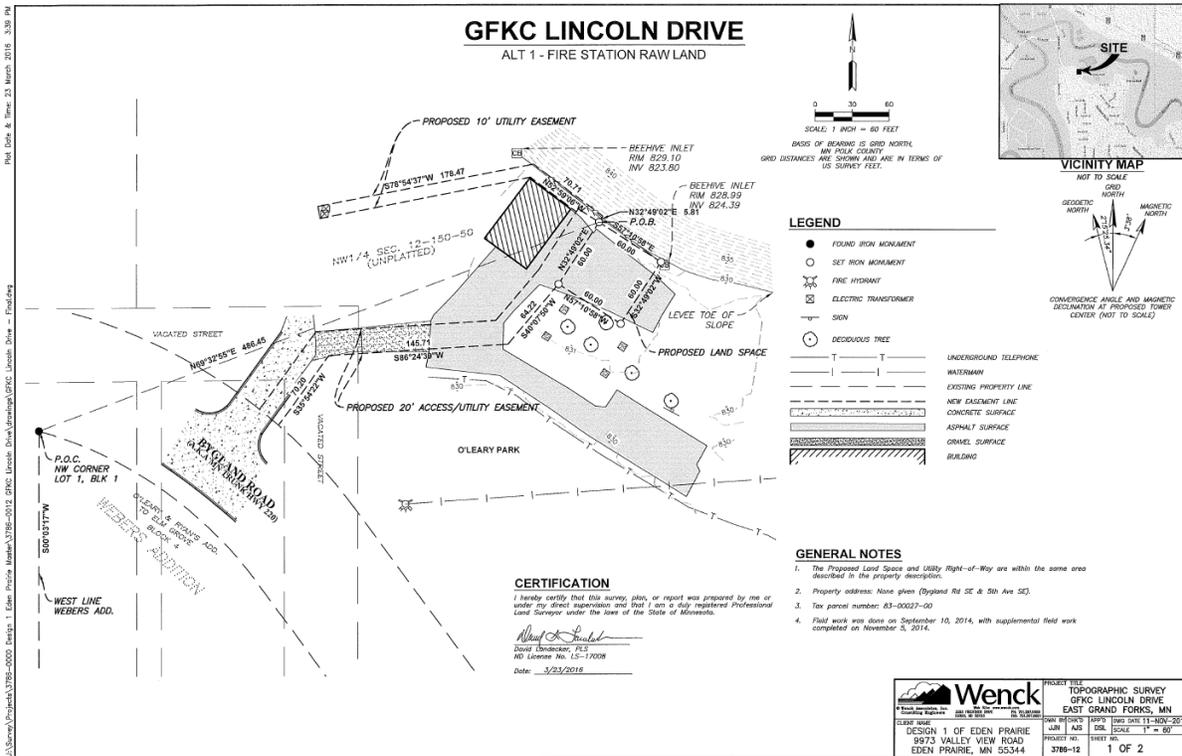


Exhibit "B"

(Survey)

Page ___ of ___



Request for Council Action

Date: 6/9/16

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: Mark Dragich – Park & Rec Dept

RE: Dept of Natural Resources (DNR) Grant Agreement

The Park & Recreation Department had applied for a \$50,000 grant to help pay for the pool project. At this time the City has been awarded the grant which the Council needs to formally accept. The City has until 2017 to collect the grant funds.

At this time Staff has started putting together the information that will need to be submitted to the DNR to collect the funds once the grant agreement has been accepted.

Recommendation:

Formally accept the grant and authorize staff to submit the documentation to collect the funds from the DNR.

Request for Council Action

Date:

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

Cc: File

From: Fire Chief Gary Larson

RE: Short Term Storm Shelters

The history of storm shelters in East Grand Forks has been when there is a tornado warning issued, the Police Dept opens the Civic Center and the Fire Dept opens the VFW arena for protection from the storms that may be approaching. Since that time the campground is evacuated to the main fire station in a tornado warning. We have never had personnel at the arena's to watch over people coming there which leaves a huge liability for the City of East Grand Forks.

It would be my recommendation to call in Parks and Recreation people during a tornado warning to sign people in and direct them to a designated area. This would protect the arena and property and keep people seeking shelter in a safe area. Police and Fire would stay in contact with Park and Recreation personnel as to when it safe to release people from the shelter.

It is also my recommendation to work with the City of Grand Forks to post our shelters with theirs on web sites and hand out to alert people where to go in case of a tornado warning. This would protect our citizens wherever they may be in the Grand Cities.

Respectfully,



Gary Larson

Fire Chief East Grand Forks

Request for Council Action

Date:

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

Cc: File

From: Fire Chief Gary Larson

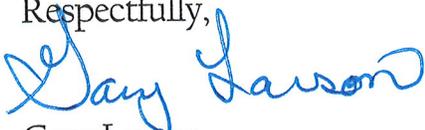
RE: Paid On Call Staff

On July 11, 2012 the Fire Department asked to add Paid On Call Firefighter up to 25 members, which put the department staff at 35. Since that time we have had retirements and have had to let some personnel go do to poor attendance. We are down 5 personnel now and have some retirements coming up.

We are looking at about 120 hours of training to get a firefighter trained in fire suppression and medical response.

Recommendation: 1. To approve the hiring of more Paid On Call Firefighters. 2. To allow the Fire Dept. to replace Paid On Call Firefighters as they retire or as needed not to exceed the 25 Paid On Call members.

Respectfully,



Gary Larson
Fire Chief East Grand Forks

Request for Council Action

Date: 6-9-2016

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

Cc: File

From: Jason Stordahl-Public Works Director

RE: River Road Rehabilitation

In 2007 it became the City's responsibility to maintain River Rd. NW from 23rd St. NW to ½ mile north (north boundary of the Golf Course). A portion of that section of roadway is gravel. Traveling north of the Golf Course the roadway (Polk County 64) is owned and maintained by Polk County.

The Polk County Highway Department would like to rehab their roadway (Polk County 64) from 140th Street SW, south to the City Limits (N. boundary of Golf Course). The Highway Department is inquiring whether or not the City would be interested in improving their portion of the roadway as well.

The road improvement will consist of removing the existing aggregate, adding limestone to the base of the road, and then redistributing the salvaged aggregate on top the limestone. The goal of the project is to firm up the base of the road, which will stabilize the road surface and save the County and City money in maintenance costs.

RJ Zavoral and Sons utilize County 64 to haul material to and from their property, which is located just west off of County 64. The improvement project would benefit their company greatly, and they are willing to contribute to the project. If the City Council and Polk County Commission approve the project it would be a collaborative project between the City, County, and RJ Zavoral & Sons. The City and County would haul the limestone, and RJ Zavoral & Sons would place the material. The City and County would split the cost of the material as follows:

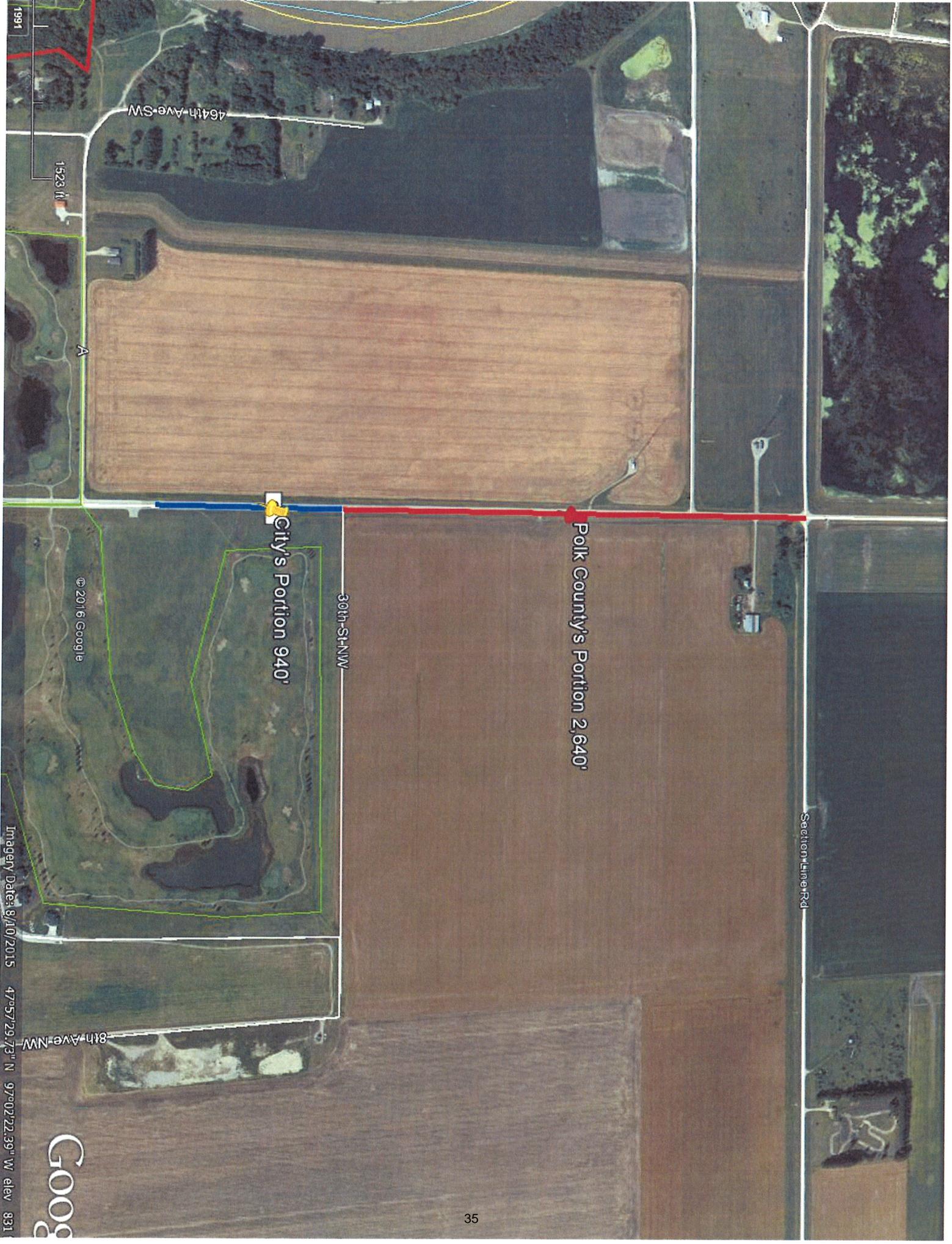
Polk County Highway \$ 22,600

City of East Grand Forks \$ 8,000

If Council approves of the project we would use funds from our street reconstruction budget, and we have sufficient funds.

Recommendation: Approve staff to move forward with the River Road/County 64 road rehabilitation project.

C:\Users\mnelson\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\KQ64YLFA\River Rd Improvement.doc



Polk County's Portion 2,640'

City's Portion 940'

30th-SH-NW

464th Ave-SW

1523th

A

Section Line Rd

8th-Ave-NW

© 2016 Google

Imagery Date: 8/10/2015

47°57'29.73" N 97°02'22.39" W elev 831

Google

Request for Council Action

Date: 6-9-2016

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

Cc: File

From: Jason Stordahl-Public Works Director

RE: Mosquito Control Equipment

Public Works would like to add another mosquito sprayer to our fleet. We currently run 4 sprayers on a typical evening spray, which takes approximately 4 to 5 hours. Adding another sprayer would not save us much on OT costs, but would shorten the time we are out on the streets, which would give us a more effect spray, help with operator fatigue, and allow us to reach some areas that currently are unreachable.

We would also like to purchase 5 GPS units. The units would work with our Smart Flow Controls to monitor speed and regulate the amount of chemical that is applied accordingly. The benefit of this system is in chemical savings.

The following are the quotations from Clark:

Cougar Smart Flow (mosquito sprayer)	\$9,358.09
GPS (5 units)	\$3,576.25

Recommendation: Authorize staff to purchase about mentioned Mosquito Sprayer Unit & 5 GPS units.



675 Sidwell Ct
 St Charles, IL 60174
 U.S.A.
 www.clarke.com
 TOLL-FREE: 800-323-5727

PH: 630-894-2000
 FAX: 630-443-3070
 EMAIL: customer@clarke.com

QUOTATION

B City of East Grand Forks (E00075)
I Jeremy
L 1001 2nd Street NE
L Public Works
 East Grand Forks, MN 56721-3101
T 218-773-1313
O 218-773-5615

S City of East Grand Forks
H Jeremy
I 1001 2nd Street NE
P Public Works
 East Grand Forks, MN 56721-3101
T 218-773-1313
O 218-773-5615

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002015125	06/05/16	Rob Olson	Laura Phillips - Cust Care Manager	09/30/16

Delivery Method	Terms
Best Way	Net 30 Days

Item #	Item Description	Qty Ordered	Unit Price	Extended Price
12871SMART	COUGAR SMART FLOW	1 ea	9,289.29/ea	9,289.29

Freight Charge	68.80
Order total	9,358.09
Total	9,358.09

* For your convenience we also accept Visa and MasterCard

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

Helping make communities around the world more livable, safe and comfortable.



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B City of East Grand Forks (E00075)
I Jeremy
L 1001 2nd Street NE
L Public Works
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S City of East Grand Forks
H Jeremy
I 1001 2nd Street NE
P Public Works
 East Grand Forks, MN 56721-3101
T 218-773-1313
O 218-773-5615

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002015127	06/05/16	Rob Olson	Laura Phillips - Cust Care Manager	09/30/16

Delivery Method	Terms
Best Way	Net 30 Days

Item #	Item Description	Qty Ordered	Unit Price	Extended Price
13589	GPS for SMARTFLOW ASSY	5 ea	713.55/ea	3,567.75

Freight Charge	8.50
Order total	3,576.25
Total	3,576.25

* For your convenience we also accept Visa and MasterCard

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