

**AGENDA  
OF THE SPECIAL MEETING  
CITY OF EAST GRAND FORKS  
TUESDAY, JUNE 28, 2016 – 5:00 PM**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

**NEW BUSINESS:**

1. Consider a settlement agreement with the Boardwalk entities if presented and to act upon the liquor license applications for the premise located at 415 2<sup>nd</sup> St NW Suite 2, East Grand Forks, MN 56721.
2. Consider approving the Off-sale Non-Intoxicating Malt Liquor License Applicant Renewal for Shopko Hometown Store #742 located at 421 Gateway Dr NE, East Grand Forks, MN 56721.
3. Consider approving the following On-sale Weekday & Sunday Liquor License Application for Up North Pizza & Pub located at 314 4<sup>th</sup> St NW, East Grand Forks, MN 56721.

**ADJOURN:**

**PLEASE SEE NEXT PAGE FOR WORK SESSION AGENDA**

**AGENDA  
OF THE CITY  
COUNCIL WORK SESSION  
CITY OF EAST GRAND FORKS  
TUESDAY, JUNE 28, 2016 – Following the Special Meeting**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

- 1. Discussion with Senator Franken’s Representative - Mr. Carson Ouellette**
- 2. Request to Deny Bid for Sand & Salt Shed – Steve Emery**
- 3. Update on the Wastewater Interconnect Project – Steve Emery & Greg Boppre**
- 4. Discussion on Altru Agreement – Chad Grassel**
- 5. Replat of Outlots 77-80, 94 & Auditor’s Plat of Outlots 65-94 – Nancy Ellis**
- 6. Request to Consider Green Acres PUD Concept Development Plan – Nancy Ellis**

**ADJOURN:**

**Upcoming Meetings**

Regular Council Meeting – Tuesday, July 5, 2016 – Council Chambers  
Work Session – Tuesday, July 12, 2016 – Training Room  
Regular Council Meeting – Tuesday, July 19, 2016 – Council Chambers  
Work Session – Tuesday, July 26, 2016 – Training Room



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement

SM #2

445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code 3.2OFSL License Period Ending 6/30/2016 ID# 44191

ISSUING AUTHORITY East Grand Fks

Licensee Name Shopko Stores Operating Co LLC

Trade Name Shopko Hometown #742

City, State, Zip Code 421 Gateway Dr NE
East Grand Fks MN 56721

Business Phone 2187731130

License Fees: Off Sale On Sale Sunday

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

- 1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB [Redacted] SS# [Redacted] Date 6/15/16
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature \_\_\_\_\_ Date \_\_\_\_\_
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
1) City issued on sale intoxicating and Sunday liquor licenses
2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License East Grand Forks License Period From: 7-1-2016 To: 7-1-2017

Circle One: (New License) License Transfer (former licensee name) Suspension Revocation Cancel (Give dates)

License type: (circle all that apply) (On Sale Intoxicating) (Sunday Liquor) 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ 3500 Sunday License fee: \$ 200 3.2% On Sale fee: \$ 3.2% Off Sale fee: \$

Licensee Name: Up North Hospitality LLC (corporation, partnership, LLC, or Individual) DOB Social Security #

Business Trade Name Up North Pizza Pub Business Address 314 4th St N City EGF

Zip Code 56721 County Polk Business Phone N/A Home Phone 101-739-7699

Home Address 43944 W PAUL City Perham Licensee's MN Tax ID # 4583651

Licensee's Federal Tax ID # 81-1126182 (To apply call IRS 800-829-4933) (To Apply call 651-296-6181)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Table with 4 columns: Partner/Officer Name (First Middle Last), DOB, Social Security #, Home Address. Includes entries for Britt Lenay Nelson and Alexander Robert Belquist.

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: Granel Mutual Policy # 1001977355

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county. City Clerk or County Auditor Signature (title) Date

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.

# Request for Council Action

Date: June 22, 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: Project Award – 2016 City Project No. 2 – Sand Salt Storage Shed

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**Background:**

One (1) bid was received on June 14, 2016 for the Sand Storage Shed Project. The low bid for the project was Greystone Construction Company, Shakopee, Mn. We have attached for your information the bid tabulation. The bids came in approximately \$130,000.00 higher than the quotes which had been provided to Public Works just a few months prior.

The following is the proposed budget for the project based on as-bid costs:

**PROPOSED BUDGET**

	<b><u>2016 CP No. 2</u></b>
Construction	\$272,843.26
Plans / Specifications (9%)	\$24,555.89
Staking / Inspection (6%)	\$16,370.59
Contingencies (7%)	\$19,099.03
Administration / Legal (3%)	<u>\$ 8,185.30</u>
<b>TOTAL PROJECT COST</b>	<b>\$341,054.07</b>

**PROPOSED FUNDING**

	<b><u>2016 CP No. 2</u></b>
City	<u>\$341,054.07</u>
<b>TOTAL PROJECT COST</b>	<b>\$341,054.07</b>

**Recommendation:**

With the bids coming in way higher than what was quoted, it is our recommendation to reject the bids and look at other options.

**Enclosures:** Bid Tabulation

# Request for Council Action

Date: June 24, 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. & Greg Boppre, P.E.

RE: 2015 City Project No. 1 – Wastewater Interconnect (Project Update)

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**Background:**

As you are all probably aware of at this time the Wastewater Interconnect Project is currently being Advertised with a scheduled bid letting on July 7<sup>th</sup> at 10:00 A.M. at City Hall. Bids will then be tabulated and brought to the Work Session on 7/12/16 for review and the brought to the City Council meeting on 7/19/16 for consideration on approval of the bids.

The following is the proposed budget for the project based on Engineers Estimate of Cost: Proposal No. 1 is the estimated project cost on the East Grand Forks Side including the river crossing and the levee crossing on the Grand Forks Side to the dry side of the levee. Proposal No. 2 is from the the dry side of the levee to Lift Station No. 17.

**PROPOSED BUDGET**

	<b><u>Proposal No. 1</u></b>	<b><u>Proposal No. 2</u></b>
Construction	\$ 4,900,000.00	\$700,000.00
Plans / Specifications (8%)	\$ 392,000.00	
Staking / Inspection (6%)	\$ 294,000.00	
Contingencies (10%)	\$ 490,000.00	
Administration / Legal (3%)	<u>\$ 147,000.00</u>	
<b>TOTAL PROJECT COST</b>	<b>\$ 6,223,000.00</b>	<b><u>\$1,012,000.00</u></b>

**ANTICIPATED PROJECT SCHEDULE:**

Award Bids: July 7, 2016  
 Start Construction: August 2016  
 Directional Boring Underneath Red River: October – November 2016  
 Project Substantial Completion: September 2017

**PROPOSED FUNDING**

PFA	<u>\$7,312,000.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$7,312,000.00</b>

**Recommendation:**

No recommendations as this was just an update on the project.

**Enclosures:**

None, additional information will be brought to the Work Session.

# Request for Council Action

Date: June 28<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, City Planner

RE: Replat of Outlots 77, 78, 79, 80 and 94 of Auditor's Plat of Outlots 65 Through 94

## BACKGROUND AND SUPPORTING DOCUMENTATION OF REQUEST:

Green Acres has purchased property from Roger Hagen to build a new apartment building just east of their current apartment complex. They are dividing the purchased property into 3 lots and replatting some of the new property into existing parcels/lots. They are keeping each apartment building on separate lots/parcel for financial reasons and this is common in many municipalities. Because the ingress/egress drives and parking are on and crossing multiple lots; a cross-access and shared parking agreement is included with the plat. Both the plat and the agreement must be recorded.

Planning Commission recommends preliminary approval of the Replat of Outlot B Block 2 Point of Woods 5<sup>th</sup> Addition to the City of East Grand Forks with shown utility and road/access easements and with the following comments:

- 1) Submit a digital file to planning office.
- 2) Provide Reciprocal Parking and Ingress/Egress access easement paperwork to be reviewed and recorded with the plat. SEE ATTACHED

## GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Judd Stauss and Scott Stauss, applicants; Roger Hagen and Green Acres LLC, property owners

REQUESTED ACTION: Applicant is requesting preliminary approval of the Replat of Outlots 77, 78, 79, 80 and 94 of Auditor's Plat of Outlots 65 through 94 Section 36, Township 152 North, Range 50 West to the City of East Grand Forks, MN.

SITE ZONING/LAND USE: PUD is the current zoning for Outlots, Apartment Buildings.

C:\Users\mnelson\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\KQ64YLFA\Replat of Outlots 77 78 79 80 and 94 of Auditors Plat of Outlots 65 Through 94\_RCA.doc

SURROUNDING ZONING/LAND USE:

- North: R-1 zoning, vacant NCTC property
- West: R-2 zoning, mobile home park
- South: PUD zoning, 4-plex apartments
- East: Outside City Limits, Vacant Land/Rural homes

LOCATION: The parcel is located east of 5<sup>th</sup> Ave NE and between 17<sup>th</sup> St NE and 20<sup>th</sup> St NE.

COMMENTS

We have received an application from Judd Stauss and Scott Stauss (Roger Hagen and Green Acres, property owners) to Replat Outlots 77, 78, 79, 80 and 94 of Auditor’s Plat of Outlots 65 through 94. Outlot 78 will be divided and a portion sold to Green Acres to build a new apartment complex. The remaining outlots will be reconfigured – property lines moved – to have each building on a separate lot. This is being done for financial purposes (each building should be on its own lot for financing and future sales). In total, 7 new lots will be platted and ingress/egress easements will be dedicated. Ingress and egress, as well as, parking for each building will cross property lines. If each lot is owned by a different person, these access easements must be dedicated on the plat and a reciprocal parking and access easement agreement must be recorded with the plat. The paperwork will be provided for your and our City Attorney’s review.

This plat proposal will also require a PUD amendment. The Council will review the new PUD concept plan showing the development of a new apartment building, parking and ingress/egress easements for approval.

As far as a developer’s agreement, no developer’s agreement is necessary. All access to the new building will be an extension to the current access easements. Right-of-Way for future 17<sup>th</sup> St. NE (to the south of the lots) and 20<sup>th</sup> St NE (to the north of the lots) will be dedicated on this plat.

STAFF RECOMMENDATION

Staff recommends preliminary approval of the Replat of Outlot B Block 2 Point of Woods 5<sup>th</sup> Addition to the City of East Grand Forks with shown utility and road/access easements and with the following comments:

- 3) Submit a digital file to planning office.
- 4) Provide Reciprocal Parking and Ingress/Egress access easement paperwork to be reviewed and recorded with the plat. SEE ATTACHED.

Enc. Replat of Outlots 77, 78, 79, 80 and 94 of Auditor’s Plat of Outlots 65 Through 94



## CROSS-ACCESS AGREEMENT

This Cross-Access Agreement (hereafter "Agreement") is dated this 22 day of June, 2016, by and between **Green Acres, a Minnesota general partnership**, (hereafter "Green Acres"); and Judd Stauss and Gina Fast, or an entity of which they are the sole owners (hereafter "Developer"). Green Acres and Developer shall be collectively referred to as "Parties" or "Party."

### RECITALS

WHEREAS, Green Acre owns the real estate located in the County of Polk, State of Minnesota, legally described as follows:

**All of Outlots 75, 76, 77, 79, 80 81 , 82, 83 and 94 of Auditor's Plat of Outlots 65 through 94, Section 36, Township 152 North, Range 50 West of the 5<sup>th</sup> Principal Meridian, City of East Grand Forks, County of Polk, State of Minnesota,**

WHEREAS, Developers have purchased the real estate located in East Grand Forks, Minnesota, legally described as follows:

**The West 150 feet of Outlot 78 of Auditor's Plat of Outlots 65 through 94, Section 36, Township 152 North, Range 50 West of the 5<sup>th</sup> Principal Meridian, City of East Grand Forks, County of Polk, State of Minnesota.**

**(To be replatted as lots B and D and a portion of lot C, Replat of Outlots 77, 78, 79, 80 and 94, of Auditor's Plat of Outlots 65 through 94, Section 36, Township 152 North, Range 50 West of the 5<sup>th</sup> Principal Meridian, City of East Grand Forks, County of Polk, State of Minnesota.)**

WHEREAS, the Parties have agreed, as a condition of Developer's purchase of **the West 150 feet of Outlot 78 of Auditor's Plat of Outlots 65 through 94, Section 36, Township 152 North, Range 50 West of the 5<sup>th</sup> Principal Meridian, City of East Grand Forks, County of Polk, State of Minnesota**, that provisions should be made for the shared use and maintenance of a private access and crossover easement located upon, identified and highlighted in orange on the Preliminary Plat of said replat for the property located as above described.

WHEREAS, the Parties have also agreed as a condition of the development and Developer's purchase of **the West 150 feet of Outlot 78 of Auditor's Plat of Outlots 65 through 94, Section 36, Township 152 North, Range 50 West of the 5<sup>th</sup> Principal Meridian, City of East Grand Forks, County of Polk, State of Minnesota**, that a provision be made for the shared use and maintenance of any parking, utilities and infrastructure that may be installed in the easement area.

WHEREAS, the Parties have agreed to create the following easements regarding the property herein described and said easements shall run with the land for a term of ninety-nine (99) years from the date hereof, after which said easements, unless extended, shall cease and come to an end;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the Parties as follows:

1. **General Use.** Green Acre hereby grants to Developer for its use and the use of its employees, customers, tenants, agents, guests and invitees, a non-exclusive easement for ingress and egress over and across the area it owns and identified and highlighted in orange on the attached Exhibit A. Developer hereby grants to Green Acre, for its use and the use of its employees, customers, tenants, agents, guests and invitees, a non-exclusive easement for ingress and egress over and across the area it owns and identified and highlighted in orange on the attached Exhibit A.

The access easement area shall be used only for common ingress and egress and no Party shall use such Easement Area for parking or for any other use which would obstruct the free flow of traffic thereon. No fence, wall, structure or similar barrier which would unreasonably prevent or obstruct the passage of vehicular travel shall be erected or permitted on the access easement area.

2. **Parking Spaces.** Parties acknowledge that at various times of their operations, individuals that are guests, clients, customers of either Party may end up utilizing parking spaces located on the other's driveway and shared parking shall be acknowledged and understood with the Parties designating their specific parking by signage to encourage their customers, clients, and patrons to utilize space in front of their respective buildings.
3. **Maintenance.** Driveways for ingress and egress within the easement access area shall be Constructed and maintained in a good and useful condition by the respective property owners, with damages caused by either parcel owner or its guests or invitees to be promptly repaired by that parcel owner at their sole expense. Maintenance shall include, but will not be limited to, repairing, maintaining and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary, to maintain clearly visible traffic control lines; removing all papers, debris, filth and refuse from the driveway and washing or thoroughly sweeping the driveway to the extent reasonably necessary to keep the driveway in a clean and orderly condition, unobstructed, and if applicable, free from ice and snow and placing, painting, maintaining, repairing, replacing and repainting, as and when necessary, all directional signs, markers, striping and pedestrian crossing upon or within the driveway. Upon the failure of a parcel owner to promptly repair damage to the easement access areas as required by the preceding sentence or to otherwise maintain the easement access areas in the required conditions, the other parcel owner may do so with the actual and reasonable costs incurred chargeable to and promptly payable by the responsible property owner. The construction, maintenance and repair obligations under

this paragraph are specifically enforceable by either Party. For purposes of the activities required and authorized by this section, the parcels shall be subject to and burdened by temporary easements over such portions of the parcel as are reasonably necessary for the performance of the required maintenance or repairs.

4. **Not a Public Dedication.** Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.
5. **Installation of Shared Private Driveway and Individual Expense.** Green Acre and Developer shall work in concert on the initial installation of a concrete or asphalt drive upon the access easement area. All maintenance, repair and construction shall be done in a manner consistent with the other commercial developments in this Development.

Each Party will install at their own expense the hard surface road to be compatible with the already existing hard surface road on the area owned by Green Acre, so it is in conformity throughout the project.

Parties mutually agree the owner of Lot C will pay for and install, as required under this Agreement, the hard surface driveway area on Lot D.

6. **Indemnification.** Each owner having rights with respect to an easement granted hereunder covenants to indemnify, defend and hold the owner whose parcel is subject to the easement harmless for, from and against all claims, liabilities and expenses (including reasonable attorneys' fees and costs) relating to accidents, injuries, loss or damages of or to any person or property arising from or in any manner relating to the use by the indemnifying owner or its permittees of any easement or exercise of any remedy granted in this Agreement except as may result from the gross negligence or intentional misconduct of the owner whose parcel is subject to the easement or its permittees.
7. **Insurance.** Each owner shall maintain or cause to be maintained commercial general liability insurance with broad form coverage insuring against claims on account of bodily injury or death, personal and advertising injury, property damage or destruction, and contractual liability (i.e., exclusions for liability assumed under contract must be deleted) that may arise from, or be related to the condition, use or occupancy of each Owner's Parcel (the "Owner's Liability Insurance"). The Owner's Liability Insurance shall be carried by an insurance company or companies qualified to do business in the State of Minnesota, and have limits in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. The Insurance required pursuant to this Section shall be at least as broad as the most commonly available policy and shall include the following provisions: (i) the policy may not be cancelled or reduced in amount or coverage below the requirements of this Agreement, without at least thirty (30) days' prior written notice by the insurer to each insured and additional insured; (ii) severability of interests; (iii) an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds; and (iv) name all other Owners as an additional insured including any mortgagees as additional insureds.

8. **Utilities.** The Parties acknowledge the creation of a Crossover Agreement to permit the current and future installation of utilities for water, sanitary sewer, storm sewer, electrical, telephone and gas lines to continue in their current location and this Agreement will not damage or in any way limit or restrict the benefit of the utilities serving each Party's property.
9. **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered in person or sent by certified mail/return receipt requested, postage prepaid, addressed to the parties as shown in the opening paragraph of this Agreement. Service in every case shall be deemed to be complete at the time of any such notices delivered in person or within three (3) business days after the mailing thereof. The address to the Party to which notices or other communications shall be changed from time to time after giving written notice to the other parties.
10. **Entire Agreement.** This Agreement, with attachments, contains the entire agreement between the parties herein. There have been no oral or other agreements between the parties pertaining to the subject matter of this Agreement. There are no other Agreements, warranties, representations, express or implied, except those expressly sent forth herein. The recitals set forth at the beginning of this Agreement are incorporated in this Agreement by this reference.
11. **No Agency.** Nothing in this Agreement creates the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Parties.
12. **No Waiver.** No waiver of any default of any obligation by any Party hereto may be implied from any omission by another Party to take any action with respect to such default.
13. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms or provisions of this Agreement shall not be affected thereby, but such remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.
14. **Modification and Amendment.** No alteration or other modification of this Agreement shall be effective unless such modification is in writing and signed by all parties.
15. **Governmental Law and Jurisdiction.** The laws of the State of Minnesota govern the interpretation, validity, performances and enforcement of this Agreement. The Parties irrevocably consent to jurisdiction and venue in the State of Minnesota and agree not to attempt to remove or transfer any action properly commenced in the State of Minnesota.
16. **Binding Effect.** The easements granted or created herein, together with all terms, conditions, covenants and agreements herein shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns.

TIME IS OF THE ESSENCE OF THIS AGREEMENT

Green Acres, a Minnesota  
General Partnership

[Signature]  
By: Larry Stauss  
Its: General Partner

[Signature]  
Judd Stauss

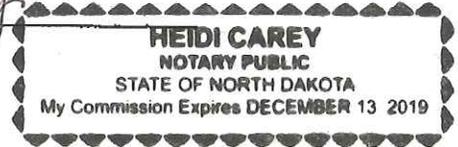
[Signature]  
Gina Fast

STATE OF MINNESOTA

COUNTY OF POLK

On this 22nd day of June, 2016, before me a Notary Public, personally appeared Judd Stauss and Kelsey Stauss, and who acknowledged to me that they executed the foregoing instrument.

[Signature]  
Notary Public

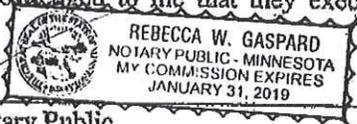


STATE OF MINNESOTA

COUNTY OF Hennepin

On this 21 day of June, 2016, before me a Notary Public, personally appeared Gina Fast and Patton Fast, and who acknowledged to me that they executed the foregoing instrument.

[Signature]  
Notary Public



I, Patton Fast, spouse of Gina Fast, hereby by agree and consent to all covenants, restrictions and easements hereby granted and imposed upon the Property.

[Signature]  
Patton Fast

I, Kelsey Stauss, spouse of Judd Stauss, hereby by agree and consent to all covenants, restrictions and easements hereby granted and imposed upon the Property.

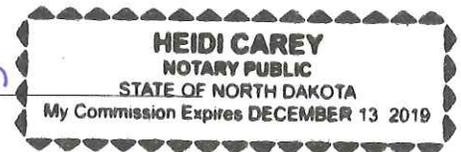
[Signature]  
Kelsey Stauss

STATE OF MINNESOTA

COUNTY OF POLK

On this 22<sup>nd</sup> day of June, 2016, before me a Notary Public, personally appeared *Larry Stauss*, as General Partner of Green Acres, a General Partnership existing under the laws of the State of Minnesota, and who acknowledged to me that he executed the foregoing instrument on behalf of such entity.

*Heidi Carey*  
Notary Public



This Instrument Drafted By:

NEIL LAW FIRM P.C.  
Attorneys at Law  
418 Third Street NW  
P.O. Box 477  
East Grand Forks, MN 56721  
(218) 773-0808

## Megan Nelson

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**To:** Nancy Ellis  
**Subject:** RE: question

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**From:** mark saliterman [mailto:mark@salitermanltd.com]  
**Sent:** Thursday, June 23, 2016 11:56 AM  
**To:** Nancy Ellis  
**Subject:** RE: question

Nancy,

As I explained to you, the address on our real estate tax statement, attached is different than the one on the Polk county GIS system. We are calling them to get the right address. We continue to not get your notices in a timely manner. The city and your legal council is well aware of this problem. Hopefully this will not happen again.

In any case we are writing in opposition of the replat of outlots 77-80 and 94. We have not seen a traffic study but we believe building this apartment building will add significant traffic to the area. This additional traffic will impact parking and the life of the surround streets along with the safety impact to the users of our property and the park.

We also have significant amount of families in our development and the safety of the children with this added traffic is of great concern. We have not seen a traffic study nor an environmental impact report which we feel should be done before the replat is approved. We also would like to know how access to and from the property will be addressed to eliminate or reduce this risk. If the replat were not to occur then perhaps the ingress and egress could be handled differently.

On a different note we do not understand why they were not assessed for the redoing of the main artery which probably might be used for ½ of the traffic they generate.

Please let me know that you received this e mail.

Sincerely,

Mark Saliterman  
East Forks Limited Partnership  
Owner of Northstar Terrace Mobile Home Park.

# Request for Council Action

Date: June 28<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, City Planner

RE: Green Acres PUD concept development plan

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## PLANNING COMMISSION RECOMMENDATION:

Planning Commission recommends approval of the Green Acres PUD concept development plan with the following changes to the Concept Plan:

- 1) The setback for the garages is unclear. It should be shown on the PUD plan
- 2) If the number of parking spaces does not meet the requirements, this should be noted on the plat as community spaces and it should be written in to the Ingress/Egress easement agreement document as shared spaces. If each lot and building is sold to separate individuals, then it will need to be in the agreement paperwork.

## GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Judd Stauss and Scott Stauss, applicants; Roger Hagen and Green Acres LLC, property owners

REQUESTED ACTION: Applicant is seeking approval of an amendment to the Green Acres PUD concept plan; by adding an apartment building, garages and limited outdoor parking spaces. This also includes ingress/egress easements across other platted parcels. (Applicant has requesting preliminary approval of the Replat of Outlots 77, 78, 79, 80 and 94 of Auditor's Plat of Outlots 65 through 94 Section 36, Township 152 North, Range 50 West to the City of East Grand Forks, MN.)

SITE ZONING/LAND USE: PUD is the current zoning for Outlots, Apartment Buildings.

SURROUNDING ZONING/LAND USE:

- North: R-1 zoning, vacant NCTC property
- West: R-2 zoning, mobile home park
- South: PUD zoning, 4-plex apartments
- East: Outside City Limits, Vacant Land/Rural homes

LOCATION: The parcel is located east of 5<sup>th</sup> Ave NE and between 17<sup>th</sup> St NE and 20<sup>th</sup> St NE.

General Comments

The concept development plan can address a number of items: road design, building square footage, stormwater drainage, driveways, fencing, green boulevard initiative, building setbacks and impervious coverage of lots. Upon review of the existing PUD concept plan, I see the following items:

- 1) It appears that the impervious coverage per lot meets the R-3 requirements.
- 2) 20<sup>th</sup> St NE Right-of-Way is shown on Outlot 94 and extends as ROW on Lot B.
- 3) The setback for the garages is unclear. It should be shown on the PUD plan
- 4) If each apartment is going to be shown on a separate parcel/lot, the PUD plan should show the number of parking spaces required for each building on that lot and the actual number of spaces per lot.
- 5) If the number of parking spaces does not meet the requirements, this should be noted on the plat as community spaces and it should be written in to the Ingress/Egress easement agreement document as shared spaces. If each lot and building are sold to separate individuals, then it will need to be in the agreement paperwork.

**STAFF RECOMMENDATION**

Staff recommends approval of the Green Acres PUD concept development plan with the following changes to the Concept Plan:

- 3) The setback for the garages is unclear. It should be shown on the PUD plan
- 4) If each apartment is going to be shown on a separate parcel/lot, the PUD plan should show the number of parking spaces required for each building on that lot and the actual number of spaces per lot.
- 5) If the number of parking spaces does not meet the requirements, this should be noted on the plat as community spaces and it should be written in to the Ingress/Egress easement agreement document as shared spaces. If each lot and building is sold to separate individuals, then it will need to be in the agreement paperwork.

