

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

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

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

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of June 21, 2016.
2. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of June 28, 2016.
3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of June 28, 2016.
4. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of June 29, 2016.

**SCHEDULED BID LETTINGS: NONE**

**SCHEDULED PUBLIC HEARINGS: NONE**

**CONSENT AGENDA:**

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

5. Consider approving the Parade Permit Application for the Potato Bowl Parade to take place on September 17, 2016.
6. Consider adopting Resolution No. 16-07-62 appointing election judges for the 2016 elections.

7. Consider approving the Exempt Gambling Permit Application for the East Grand Forks Home Run Club for a raffle to be held on July 28, 2016 at Stauss Park Baseball Field.
8. Consider adopting Resolution No. 16-07-63 rejecting all bids that were opened on June 14, 2016 for 2014 City Project No. 5 – Sand/Salt Storage Shed.
9. Consider approving a Temporary Liquor License Application for the Eagles Club 350 for a Heritage Days event on August 19, 2016 at the Heritage Village.

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

**NONE**

**COMMUNICATIONS: NONE**

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

10. Consider approval of the Replat of Outlots 77-80 and 94 of Auditor's Plat of Outlots 65 through 94 with shown utility and road/access easements, requiring a digital file to be submitted to the planning office, and providing a reciprocal parking and ingress/egress access easement paperwork to be reviewed and recorded with the plat.
11. Consider approval of the Green Acres PUD concept development plan including the required changes of listing setbacks for the garages, listing the number of parking spaces required for each building and the actual number of spaces per lot, and have an ingress/egress easement agreement written regarding the shared spaces.
12. Consider adopting Resolution No. 16-07-64 authorizing the finance director to transfer the cash amount of \$824,533.56 from Fund 680 to Fund 101.
13. Consider approving the 2AM Liquor License for Up North Pizza & Pub located at 314 4<sup>th</sup> St NW, East Grand Forks, MN 56721.
14. Consider approving the transit contract between the City of East Grand Forks and Northland Community and Technical College for the school year of 2016-2017.

**CLAIMS:**

15. Consider adopting Resolution No. 16-07-65 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 24463 for a total of \$3,312.10 whereas Council Member Buckalew is personally interested financially in the contract.
16. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

**COUNCIL/STAFF REPORTS:**

**ADJOURN:**

**Upcoming Meetings**

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  
Regular Council Meeting – Tuesday, August 2, 2016

**UNAPPROVED MINUTES  
OF THE CITY COUNCIL  
CITY OF EAST GRAND FORKS  
TUESDAY, JUNE 21, 2016 – 5:00 PM**

**CALL TO ORDER:**

*The Regular Meeting of the East Grand Forks City Council for June 21, 2016 was called to order by Council President Mark Olstad at 5:01 P.M.*

**CALL OF ROLL:**

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

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

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present.*

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

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

**APPROVAL OF MINUTES:**

1. Consider approving the minutes and summary of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of June 6, 2016.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of June 14, 2016.

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

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

*Voting Nay: None.*

**SCHEDULED BID LETTINGS: NONE**

**SCHEDULED PUBLIC HEARINGS: NONE**

**CONSENT AGENDA:**

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

Council member DeMers requested to have item 8 pulled.

3. Consider approving the Change Order No. 1 request for the 2014 City Project No. 3 Lift Station No. 5 Replacement for the amount of \$55,036.
4. Consider approving the Change Order No. 6 request for the 2012 City Project No. 6 Pool Renovation for the amount of \$1,252.
5. Consider adopting Resolution No. 16-06-57 formally accepting the grant from the Department of Natural Resources and authorize staff to submit documentation to collect the funds.
6. Consider authorizing the Fire Department to hire Paid on Call Firefighters as needed to maintain but not to exceed 25 Paid on Call members.
7. Consider approving the request to purchase a Cougar Smart Flow sprayer from Clarke for the amount of \$9,358.09 and five GPS Units for the amount of \$3,576.25.
8. Consider approving the request to rehabilitate the aggregate portion of River Road for the amount of \$8,000 which is the City’s portion of the project.
9. Consider approving a Temporary Liquor License Application for the East Grand Forks Association of Fire Fighters for an event taking place from July 29-31, 2016 with contracted liquor license services being provided by the VFW Post 3817.
10. Consider approving the Special Event Application for the Bikes and Bites Event for July 21, 2016.
11. Consider approving a Temporary Liquor License Application for the VFW Post 3817 for the Bikes and Bites Event on July 21, 2016.
12. Consider adopting Resolution No. 16-06-58 appointing election judges and designating polling locations.

**A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE ITEMS THREE (3) THROUGH SEVEN (7) AND NINE (9) THROUGH TWELVE (12).**

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

*Voting Nay: None.*

- 8. Consider approving the request to rehabilitate the aggregate portion of River Road for the amount of \$8,000 which is the City’s portion of the project.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE THE REQUEST TO REHABILITATE THE AGGREGATE PORTION OF RIVER ROAD FOR THE AMOUNT OF \$8,000 WHICH IS THE CITY’S PORTION OF THE PROJECT.**

Council member DeMers commented that he was going to abstain when voting on this item.

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

*Voting Nay: None.*

*Abstain: DeMers.*

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

- 13. Regular meeting minutes of the Water, Light, Power, and Building Commission for June 2, 2016.
- 14. Regular meeting minutes and closed meeting summary of the Economic Development Board for May 3, 2016.

**COMMUNICATIONS: NONE**

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

- 15. Consideration of the liquor license applications for the premise location at 415 2<sup>nd</sup> St NW Suite 2, East Grand Forks, MN 56721.

Council President Olstad stated the Council had been asked by the patrons to table this item until Monday when the Council would meet in a closed session and also hold special session on Tuesday. He said again the request was coming from Dan Stauss. He asked for questions or discussion. Council member DeMers asked to review the schedule. Council President Olstad stated that Monday, the 27<sup>th</sup> would be the closed session and the special session would be held on Tuesday, the 28<sup>th</sup>.

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

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

*Voting Nay: Tweten.*

- 16. Consider adopting the Short Term Sheltering Plan to establish a safe place for residents to evacuate their residence to a place of refuge during a storm or other emergencies where evacuation is called for.

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT THE SHORT TERM SHELTERING PLAN TO ESTABLISH A SAFE PLACE FOR RESIDENTS TO EVACUATE THEIR RESIDENCE TO A PLACE OF REFUGE DURING A STORM OR OTHER EMERGENCIES WHERE EVACUATION IS CALLED FOR.**

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

*Voting Nay: None.*

**CLAIMS:**

17. Consider adopting Resolution No. 16-06-60 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 24345 for a total of \$1,944.40 whereas Council Member Buckalew is personally interested financially in the contract.

**A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER VETTER, TO ADOPT RESOLUTION NO. 16-06-60 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 24345 FOR A TOTAL OF \$1,944.40 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.**

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

*Voting Nay: None.*

*Abstain: Buckalew.*

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

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

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

*Voting Nay: None.*

**SUSPENSION OF RULES:**

Council President Olstad asked for a motion to suspend the rules to consider combining Fund 402 – Levy project fund with Fund 609 – Storm water/Flood protection fund.

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GRASSEL, TO SUSPEND THE RULES TO CONSIDER COMBINING FUND 402 – LEVY PROJECT FUND WITH FUND 609 – STORM WATER/FLOOD PROTECTION FUND.**

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

*Voting Nay: None.*

Council President Olstad reviewed the resolution which explained the levy project was complete and how during the audit process it was brought up to combine the project fund with the maintenance fund. He asked Ms. Anderson to explain further. Ms. Anderson stated that Fund 402 was used for the levy project, money was kept in this fund until FEMA had finished closing out the project, and now that has been finalized. She added that they are looking at combining the two funds so the remaining project funds could be used for continued maintenance on the levy system. She said that auditors stated Fund 402 needed to be closed out since that was the project fund and the money could then be added to Fund 609 which was an enterprise fund as of 12/31/15.

Council member Pokrzywinski asked how much there was to transfer over. Ms. Anderson stated that Fund 402 had a balance of \$142,000 and Fund 609 had a negative balance of \$76,000. She informed the Council that Fund 609 is used for all of the levy maintenance so that was the justification of combining the two. Council member DeMers asked why Fund 609 had a negative balance. Ms. Anderson stated it was because there wasn't enough of a fee charged but that it had been raised last year.

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADOPT RESOLUTION NO. 16-06-61 AUTHORIZING THE FINANCE DIRECTOR TO CLOSE FUND 402 AND TRANSFER THE 2015 ACTIVITY TO FUND 609.**

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

**COUNCIL/STAFF REPORTS:**

Council Member Pokrzywinski commented how nice the weather had been, the attendance at the pool seems to be high, and that he hope it continues. He asked that the Council get provided numbers mid-season so they can get an idea of what the attendance has been.

Council member DeMers asked if the Council was going to meet before the scheduled meeting. Council President stated the Council was going to meet with their legal counsel at the closed session on Monday.

Council President Olstad stated the pool grand opening was going to be rescheduled until July 14th, more information would be available soon, and sponsors were going to be invited to attend.

Mr. Murphy informed the Council that he would be out of the office on Friday for a funeral.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE JUNE 21, 2016 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:13 P.M.**

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

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David Murphy, City Administrator/Clerk-Treasurer

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

**CALL TO ORDER:**

*The Special Meeting of the East Grand Forks City Council for June 28, 2016 was called to order by Council President Mark Olstad at 5:00 P.M.*

**CALL OF ROLL:**

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

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

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present.*

**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.

Council President Olstad stated that he had been notified by the attorney there was a request to table this item until 4:00pm Wednesday, June 29<sup>th</sup> in the Council Chambers. He said this was being done to allow verification of the documents because their attorney was not able to review the information since he was in court all day. He continued saying that the intention was to work through this and to adjourn item one until 4:00pm the next day.

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.

**A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE 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.**

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

*Voting Nay: Tweten.*

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.

**A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE 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.**

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

*Voting Nay: None.*

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADJOURN THE JUNE 28, 2016 SPECIAL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL UNTIL 4:00PM WEDNESDAY, JULY 29, 2016 IN THE COUNCIL CHAMBERS.**

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

*Voting Nay: None.*

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David Murphy, City Administrator/Clerk-Treasurer

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

**CALL TO ORDER:**

*The Work Session of the East Grand Forks City Council for June 28, 2016 was called to order by Council President Mark Olstad at 5:09 P.M.*

**CALL OF ROLL:**

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

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

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present.*

**1. Discussion with Senator Franken’s Representative - Mr. Carson Ouellette**

Mr. Ouellette introduced himself to the Council and informed them that his office is based out of Moorhead. He explained he covers most of the 7<sup>th</sup> Congressional District on the Senator’s behalf. He told the Council they could review any items in the City that may have a federal aspect to them and that he would be passing out his contact information since he would be the person to contact to request Senator Franken’s attendance for events, for a letter, or any other requests. He added that he was open to listen to any issues the City may have or answer questions the Council may have.

Council member Tweten commented something that would be very important to the City is to have Senators Franken and Klobuchar join together with the North Dakota US Senators to re-establish the Grand Forks Air Base as a tanker base. He said one of the senators from North Dakota is on the Armed Forces Committee and the Grand Forks Air Force Base has the best location of the four that had been selected. He added it would have a tremendous impact on both cities if it happened. He asked to have any reports sent back to the City Administrator. Mr. Ouellette stated it was good to know the Grand Forks Air Force Base has an impact on both cities and a good sentiment to pass along. Council President Olstad said that it was good to have a contact and thanked Mr. Ouellette for attending the meeting.

## **2. Request to Deny Bid for Sand & Salt Shed – Steve Emery**

Mr. Emery stated the bid opening date for this project was June 14<sup>th</sup> and the City only received one bid from Greystone Construction Company. He explained during the initial design Mr. Stordahl had been in contact with this company, received some information from them, and that the final bid came in around \$130,000 higher than what had been anticipated. Mr. Stordahl stated that he had been in contact with Greystone, how this company was building these structures for MNDOT around the State, and that last year they quoted this project should have cost approximately \$125,000 for everything. He continued saying that in February he received an updated estimate from Greystone and at that time the cost had increased to approximately \$135,000 for everything. He stated that is why they were expecting numbers closer to what had been discussed. He asked Council from this point forward how he should move forward with this process. He commented that he would like to get a quote to have a building installed and have WSN come up with either a floating slab plan or have the building on piers. He stated that he could wait to see what they come up with for a construction estimate for the walls, foundation, or floating slab depending on which way it would work better and if it is feasible.

Council member Pokrzywinski asked why the City only received one bid and if there weren't any other companies that build these types of buildings. Mr. Stordahl stated there are several companies that build these kinds of buildings. He informed the Council they call and asked a company that pulled the plans why they didn't submit a bid and he was told that Greystone has been typically so much lower than them in cost and they have lost every bid when bidding against them so they didn't submit a bid. Council member Pokrzywinski asked if there was a different location to place the building. Mr. Stordahl said they were looking at different locations with one being outside the current fence but in a space where the fence could be extended around it.

Council President Olstad asked if there were any more questions. Mr. Emery stated that at this time their recommendation would be to reject this bid and look into other options. Mr. Stordahl asked if the Council was okay with him looking into other options. Council President Olstad said yes. Council member DeMers asked if other communities nearby were looking at building to try and attract more bidders. Mr. Stordahl stated that the County may be interested in sharing a building but nothing more has been said at this time. He added there would be a lot to figure out so he wasn't sure if that was the best idea.

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

## **3. Update on the Wastewater Interconnect Project – Steve Emery**

Mr. Emery informed the Council that the interconnect project was being advertised and there was going to be a pre-bid meeting on Thursday beginning at 1:00pm so they can answer any questions from contractors that are looking at submitting a bid. He stated bids were going to be opened on July 7<sup>th</sup> at 10:00am and the information will be brought to the work session on July 12<sup>th</sup>. He reviewed the proposed budget information, reviewed proposals one and two, stated construction would start in August if the city received favorable bids, substantial completion would need to be done by September 2017, and that the only stipulation is that the boring needs to be completed by October or November of this year. He commented that he met with representatives from the golf course and how they will be working with them to make sure the portion of the course they are going through will be restored. He

added that Mr. Boppre had sent out a memo about where things were at with the necessary permits for this project. Mr. Emery continued saying that the equalization basin portion of the project has been moved to Phase 1 instead of Phase 2 of the project. He informed the Council that the boring costs also increased due to the fact it will need to be longer and deeper because of the landslides that have occurred on both sides of the river banks and to prevent future issues with possible landslides. Mr. Emery asked if there were any questions. There were none.

#### **4. Replat of Outlots 77-80, 94 & Auditor's Plat of Outlots 65-94 & Request to Consider Green Acres PUD Concept Development Plan – Nancy Ellis**

Ms. Ellis informed the Council that she had an updated version of the plat which she handed out. She explained that she had been working with Mr. Judd Stauss, Mr. Scott Stauss, and Green Acre Development to add a building to their complex on property that was purchased from Mr. Hagen. She explained how this was a basic replat and that her initial issue was that there wasn't access to public right-of-way. She stated the new way to develop for apartments was by ingress/egress easement and reciprocal parking agreements to keep the apartment and parking in separate lots primarily for a financial reason. She stated that this area had been zoned as Planned Unit Development (PUD) which allows for multiple types of residential development. She said that since they are adding a building it would require a PUD amendment. She continued saying there were a few things that needed to be addressed such as the listing the impervious coverage, the setbacks of the garages, and to make sure there are enough off street parking spaces which they do however some buildings and lots do not have all spaces which is why there is the reciprocal parking agreement allowing people to use other spaces that are open.

Ms. Ellis stated that the Planning Commission had reviewed the plans; there were questions in regards to obtaining right-of-way for 20<sup>th</sup> Street NE which the Stauss' had agreed to allow a 40 foot easement, and a ten foot easement for utility purposes. She stated the Planning Commission recommended approving the plat with the easement, the extended right-of-way, a digital plan, and that Green Acres will be meeting with the city engineers to make sure they meet the storm water requirements. Council President Olstad asked if there were any questions.

Ms. Ellis added she had received an email which was included in the packet from the owner of the mobile home park asking why they were not special assessed which is a separate issue from this. She continued saying they were asking for an environmental report or traffic study. She said based on the fact that this may be a 36 unit which would add a possible 100 to 120 trips a day, that the traffic would end up on 5<sup>th</sup> Avenue and from there the traffic would be split up on 20<sup>th</sup> Street NE, 17<sup>th</sup> Street NE, or those that continue down 5<sup>th</sup> Avenue NE. She stated even 60 cars a day would not require an environmental report or traffic study.

Council member DeMers thanked Mr. Judd Stauss for making the requested changes. He asked if 7<sup>th</sup> Street would be addressed now or in the future when it is put in. Ms. Ellis said that area is currently outside of city limits, it has been assigned in the land use plan, and when it is brought into the city limits the City will then obtain the public right-of-way. She added that Mr. Hagen was concerned about paying special assessments on property that was not developed. She said that because they have access agreements and pavement and aisles that are attached to this area they will not be requiring a developer's agreement or the paving of 17<sup>th</sup> or 20<sup>th</sup> until they come forward with a new plat which

would then require a developer's agreement. She stated that since they are just replatting existing lots and adding a small portion she didn't think it was necessary to require them to construct both 17<sup>th</sup> and 20<sup>th</sup> Streets.

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

**OTHER:**

Council Vice-President Grassel stated that he had been contacted from the Class of 1997 wondering if the City was planning anything for 20<sup>th</sup> Anniversary of the flood and that they would be interested in organizing an event. He said if anyone was interested and had any ideas to contact him.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER VETTER, TO ADJOURN THE JUNE 28, 2016 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:36 P.M.**

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

*Voting Nay: None.*

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David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES  
OF THE SPECIAL MEETING  
CITY OF EAST GRAND FORKS  
WEDNESDAY, JUNE 29, 2016 – 5:00 PM**

**CALL TO ORDER:**

*The Special Meeting of the East Grand Forks City Council for June 29, 2016 was called to order by Council President Mark Olstad at 4:01 P.M.*

**CALL OF ROLL:**

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

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present.*

**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.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER GRASSEL, TO ACCEPT THE AGREEMENT BETWEEN THE BOARDWALK AND THE CITY OF EAST GRAND FORKS.**

Mr. Galstad stated a correction needed to be made on Exhibit A at the bottom of the first page it says property owned by Boardwalk Bar and Grill LLC. He continued saying that was a typo and it should say Boardwalk Enterprises LLP. He said for the record he spoke with Mr. Neil about this, it will be initialed, and corrected. He thanked Mr. DeMers for pointing that out.

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

*Voting Nay: DeMers and Vetter.*

*Absent: Buckalew.*

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE THE LIQUOR LICENSE RENEWAL FOR BOARDWALK BAR & GRILL LLC LOCATED AT 415 2<sup>nd</sup> ST NW SUITE 2, EAST GRAND FORKS, MN 56721.**

Mr. Galstad stated for it to be clear the motion will be for the renewal of liquor license for Boardwalk Bar & Grill LLC based upon the settlement agreement and the application for JDM LLC will be withdrawn. Mr. Neil added it would be withdrawn if the motion was granted.

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

Special Council Meeting

June 29, 2016

*Voting Nay: None.*

*Absent: Buckalew.*

Mr. Neil commented that time is of the essence and even though he didn't represent the Boardwalk Bar & Grill he stated it was important to get the paperwork signed so there isn't a lapse in the license. Council President Olstad stated that was the intention. Council member Pokrzywinski thanked Dan Stauss, Scott Stauss, and Jane Moss for agreeing to the settlement, that it was a bitter pill to swallow for a lot of people, and that he appreciates that this can be put behind everyone. He encouraged people to support the local East Grand Forks business now that this chapter has come to an end.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE JUNE 29, 2016 SPECIAL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 4:07 P.M.**

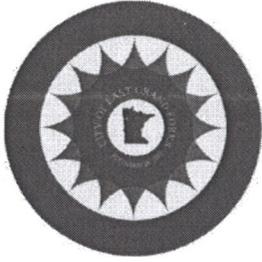
*Voting Aye: Tweten, Olstad, Grassel, DeMers, Vetter, and Pokrzywinski.*

*Voting Nay: None.*

*Absent: Buckalew.*

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David Murphy, City Administrator/Clerk-Treasurer



# City of East Grand Forks

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

## APPLICATION FOR PARADE

License Fee: 100<sup>00</sup>

Organization Information	
<u>Potato Bowl Parade</u> Organization Name	<u>701-740-5211</u> Organization Phone Number
<u>423 Bruce Ave GF, ND</u> Organization Address	<u>Grand Forks ND 58203</u> City State Zip

Applicant Information	
<u>KEM Shortners</u> Applicant Name	<u>701 740 5211</u> Applicant Phone Number
<u>423 Bruce Ave GF ND 58203</u> Applicant Address	<u>Ryan-Scott@SStransport.com</u> Email Address
<u>City, State, &amp; Zip</u>	

Parade Information		
<u>September 17<sup>th</sup></u> Date of Event	<u>10 AM</u> Start Time	<u>1 PM</u> End Time
<u>Demers Ave East to Hwy Business #2 North</u> Route of Parade Travel (include map)		
<u>Composition of Parade (cars, band, animals)</u>		
<u>Bevacadeg</u> Notes		

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

Ryan Scott  
Signature of Applicant

RYAN SCOTT  
Print Name

5/25/14  
Date

Parade Chairman  
Title

# EGF Parade Route



**RESOLUTION NO. 16 – 07 – 62**

**RESOLUTION APPOINTING JUDGES AND DESIGNATING POLLING PLACES**

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

BE IT RESOLVED, By the City Council of the City of East Grand Forks that the following polling places are designated and election judges are appointed in each respective ward for the August 9, 2016 Primary Election and November 8, 2016 General Election.

1st Ward: Jeffrey McMaines

Polling Place: Senior Center; 538 Rhinehart Drive SE

2nd Ward: Terry Fore and Linda Larson

Polling Place: City Hall, 600 DeMers Avenue NW

4th Ward: Richard Audette

Polling Place: Our Savior's Lutheran Church, 1515-5th Avenue NW

5th Ward: Mary Jo Bydal

Polling Place: Good Samaritan Heritage Grove, 2122 River Rd NW

BE IT FURTHER RESOLVED, the administrator/clerk-treasurer is authorized to re-balance judges to different wards as needed in order to comply with state election laws; and

BE IT FURTHER RESOLVED, the judge’s hourly compensation is fixed at the following: chair judge at \$13.00 per hour, and regular judge at \$12.00 per hour.

*Voting Aye:*

*Voting Nay:*

*Absent:*

The President declared the resolution passed.

Passed: July 5, 2016

Attest:

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

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

I hereby approve the foregoing resolution this 5<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Mayor

MINNESOTA LAWFUL GAMBLING  
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**  
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.  
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: East Grand Forks Home Run Club Previous Gambling Permit Number: 05570

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: \_\_\_\_\_

Mailing Address: PO Box 611

City: East Grand Forks State: mn Zip: 56721 County: Polk

Name of Chief Executive Officer (CEO): Deane Stinar

Daytime Phone: 701-741-0270 Email: egfhomeclub@yahoo.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal  Religious  Veterans  Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Stauss Park Baseball Field

Address (do not use P.O. box): 5th Ave NE

City or Township: East Grand Forks Zip: 56721 County: Polk

Date(s) of activity (for raffles, indicate the date of the drawing): July 28th

Check each type of gambling activity that your organization will conduct:

Bingo\*  Paddlewheels\*  Pull-Tabs\*  Tipboards\*

Raffle (total value of raffle prizes awarded for the calendar year: \$ 1,500)

\* Gambling equipment for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on Distributors under List of Licensees, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

<p style="text-align: center;"><b>CITY APPROVAL</b> for a gambling premises located within city limits</p> <p>___ The application is acknowledged with no waiting period.</p> <p>___ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p>___ The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL</b> for a gambling premises located in a township</p> <p>___ The application is acknowledged with no waiting period.</p> <p>___ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p>___ The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Jeane R. [Signature]* Date: 6-28-16

(Signature must be CEO's signature; designee may not sign)

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

<p><b>REQUIREMENTS</b></p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> all gambling conducted on two or more consecutive days, or</li> <li><input type="checkbox"/> all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>MAIL APPLICATION AND ATTACHMENTS</b></p> <p>Mail application with:</p> <ul style="list-style-type: none"> <li>___ a copy of your proof of nonprofit status, and</li> <li>___ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</li> </ul> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

# 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

**RESOLUTION NO. 16 – 07 - 63**

**RESOLUTION REJECTING THE BIDS FOR 2014 CITY PROJECT NO. 5 – SAND/SALT STORAGE SHED**

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

WHEREAS, the City Council was considering building a storage shed which would be located at the Public Works site for the storage of the sand and salt,

WHEREAS, the Council requested to have plans and specifications prepared for this project which was completed by the City Engineers;

WHEREAS, the cost estimate put together by the engineers for this project was \$125,000 and the bids were significantly higher with the lowest bid coming in at \$272,843.26;

NOW THEREFORE, BE IT RESOLVED the City Council of East Grand Forks, Minnesota hereby rejects all bids that were opened on June 14, 2016 for 2014 City Project No. 5 – Sand/Salt Storage Shed.

*Voting Aye:*

*Voting Nay*

*Absent:*

The President declared the resolution passed.

Passed: July 5, 2016

Attest:

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

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

I hereby approve the foregoing resolution this 5<sup>th</sup> of July, 2016.

\_\_\_\_\_  
Mayor



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

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

Name of organization: Fraternal Order of Eagles Dacotah Aerie 350 Date organized: 4/4/1903 <sup>MN</sup> tax exempt number: 8080220

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

Name of person making application: MICHAEL L. MELBY Business phone: 218 793-0014 Home phone: 218 779 9524

Date(s) of event: August 19 2016 Type of organization:  Club  Charitable  Religious  Other non-profit

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

Organization officer's name: ALLEN ENRIGHT City: EAST GRAND FORKS State: MN Zip Code: 56721

Organization officer's name: DAVID KNEPPER City: GRAND FORKS State: ND Zip Code: 58201

Organization officer's name: SCOTT KNEPPER City: GRAND FORKS State: ND Zip Code: 58203

Location where permit will be used. If an outdoor area, describe. Outdoors at the East Grand Forks Heritage Village. Entire area is fenced in.

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
Secura Insurance 10,000.00 per occurrence, retained limit

APPROVAL

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

City of East Grand Forks  
 City or County approving the license  
\$100.00  
 Fee Amount  
6/29/16  
 Date Fee Paid

\_\_\_\_\_  
 Date Approved  
 \_\_\_\_\_  
 Permit Date  
 \_\_\_\_\_  
 City or County E-mail Address  
 \_\_\_\_\_  
 City or County Phone Number

\_\_\_\_\_  
 Signature City Clerk or County Official  
 \_\_\_\_\_  
 Approved Director Alcohol and Gambling Enforcement

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

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

# 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

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## 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 final approval of the Replat of Outlots 77, 78, 79, 80 and 94 of Auditor's Plat of Outlots 65 Through 94 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\vmnelson\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.

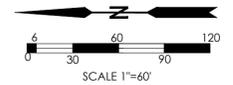
STAFF RECOMMENDATION

Staff recommends final approval of the Replat of Outlots 77, 78, 79, 80 and 94 of Auditor’s Plat of Outlots 65 Through 94 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

# 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, MINNESOTA



### LEGEND

- MONUMENT FOUND
- SET MONUMENT
- PLAT BOUNDARY
- INTERIOR LOT LINE
- EXISTING LOT LINE
- R-O-W LINE

### GENERAL NOTES

The existing 100-year floodplain elevation is 832.00 (NGVD 29), the flood boundary and floodway map for the city of East Grand Forks, Polk County, Minnesota was taken from FIRM Community - Panel Number 275236 0005 C, dated July 20th, 1979.

### OWNERS CONSENT AND DEDICATION

We, the undersigned, certify that all persons are the owners of the land platted herein as "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 5th Principal Meridian, To the City of East Grand Forks, Polk County, Minnesota.

We do voluntarily consent to the execution of said plat and dedicate the streets, alleys, open spaces, slope easements, firelane easements, utility easements, drainage easements, bikeways, bridges and public grounds as shown thereon, including sewers culverts, bridges, water distribution lines, sidewalks, and other improvements on or under such streets, alleys, parks and public grounds, whether such improvements are shown or not, to public use forever. We agree not to vacate any portion of this plat without consent of the Planning and Zoning Commission and the City of East Grand Forks. Said "REPLAT OF OUTLOTS 77, 78, 79, 80 AND 94 OF AUDITOR'S PLAT OF OUTLOTS 65 THROUGH 94" being described as follows:

Outlots 77, 78, 79, 80 and 94, Auditor's Plat of Outlots 65 Through 94, Section 36, Township 152 North, Range 50 West of the 5th Principal Meridian, Polk County, Minnesota to the City of East Grand Forks.

#### Owner (Outlot 78):

Roger Hagen

STATE OF MINNESOTA  
COUNTY OF POLK

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Roger Hagen.

Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_

#### Owner (Outlots 77, 79, 80 and 94):

Green Acres General Partnership  
Judd Stauss, Managing Partner

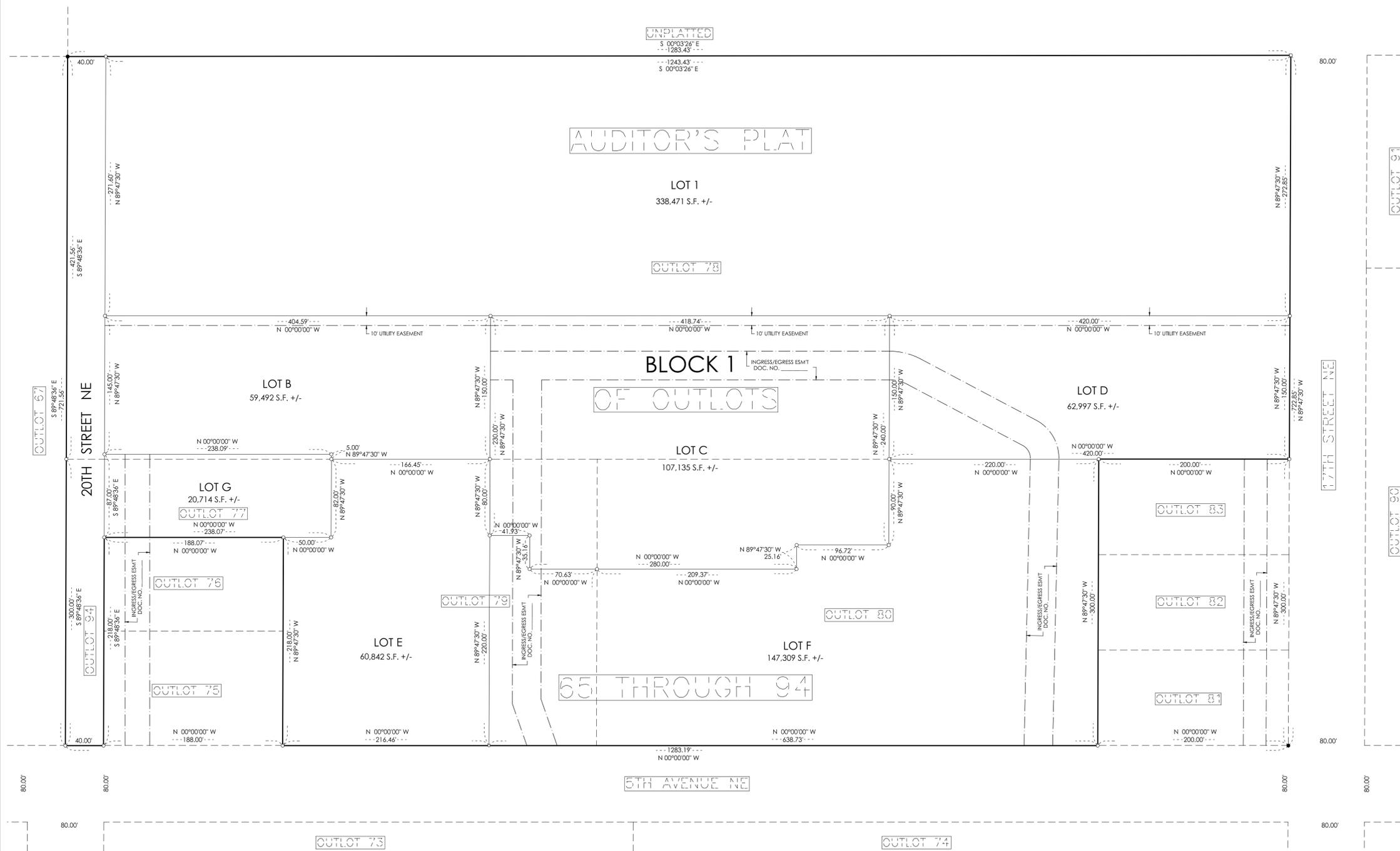
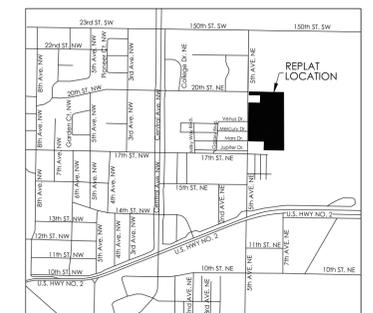
STATE OF MINNESOTA  
COUNTY OF POLK

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Judd Stauss, Managing Partner of Green Acres General Partnership.

Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_

### VICINITY MAP

SCALE: 1" = 2000'



### SURVEYOR'S CERTIFICATE

I, Nicholas P. Pribula, Registered Land Surveyor in the State of Minnesota, do hereby certify this map is a true and complete survey made by me or under my direct supervision and all dimensions, angles, and bearings are correct as shown.

Nicholas P. Pribula, Registered Land Surveyor  
Minnesota Registration, Number 48397

STATE OF MINNESOTA  
COUNTY OF POLK

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public in and for said County and State, personally appeared Nicholas P. Pribula, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_

### CITY COUNCIL APPROVAL

The City of East Grand Forks, Minnesota has approved the subdivision of land shown hereon, at a regular scheduled meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

David Murphy, City Administrator/Clerk-Treasurer  
City of East Grand Forks, Minnesota

### TAX STATEMENT

COUNTY AUDITOR TAX STATEMENT

No delinquent taxes due and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Polk County Auditor, State of Minnesota

### COUNTY TREASURER TAX STATEMENT

I hereby certify that all taxes for 2016 on the land described herein are paid.

Polk County Treasurer, State of Minnesota

RECORDING CERTIFICATE  
COUNTY RECORDER CERTIFICATE  
DOCUMENT NUMBER

I hereby certify that this instrument was filed in the office of the Polk County Recorder for record on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded in Book \_\_\_\_\_ on page \_\_\_\_\_.

Polk County Recorder, State of Minnesota

### CITY PLANNING COMMISSION APPROVAL

The subdivision of land shown hereon has been approved by the Planning Commission of the City of East Grand Forks at a meeting of said City Planning Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, in accordance with the laws of the State of Minnesota, ordinances of the City of East Grand Forks, and regulations of said City Planning Commission. In witness thereof are set the hands and seals the City Planner of the Planning Commission of the City of East Grand Forks.

Chad Erickson, Planning Commission Secretary

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

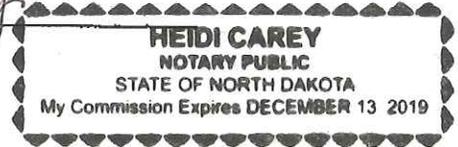
[Signature]  
Gina Fast

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

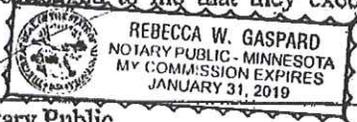


STATE OF MINNESOTA

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.

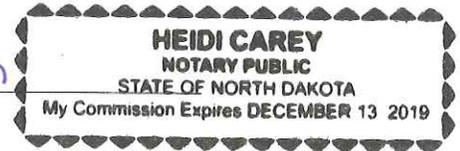
[Signature]  
Kelsey Stauss

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

## 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.

# GREEN ACRES PUD - CONCEPT DEVELOPMENT PLAN

(PRELIMINARY)

6-9-16



SCALE 1"=60'

### LEGEND

- MONUMENT FOUND
- SET MONUMENT
- NEW LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- PUD BOUNDARY
- PROPOSED BUILDING LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED PAVEMENT
- EXISTING PAVEMENT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING CATCH BASIN
- EXISTING FIRE HYDRANT
- PROPOSED GATE VALVE

### GENERAL NOTES

- All underground utility work performed with the public right-of-way shall be done in accordance with the City of East Grand Forks standard construction specifications.
- All signs shall be approved by the East Grand Forks planning department.
- Contractor required to notify Minnesota stormwater regulatory agency for stormwater runoff permits requirements prior to construction.
- Driveways/approaches to refuse containers shall be constructed with 6 inch concrete and clay sub-base compacted to 95% maximum density.

### LEGAL DESCRIPTION

LOT C, D, & E, BLOCK 1, REPLAT OF OUTLOTS 77, 78, 79, & 80 OF AUDITOR'S PLAT OF OUTLOTS 65 THROUGH 94, SECTION 36, TOWNSHIP 152 NORTH, RANGE 50 WEST, TO THE CITY OF EAST GRAND FORKS, MINNESOTA.

### SITE DATA

Street Address: 5th Avenue Northeast  
 R-3 High Density Residential District  
 PUD Area = 577,465 s.f. (13.26 AC.)  
 Max Impervious Area = 346,479 s.f. (40%)  
 Proposed Impervious Area = 249,376 s.f. (43.2%)

### PUD REQUIREMENTS

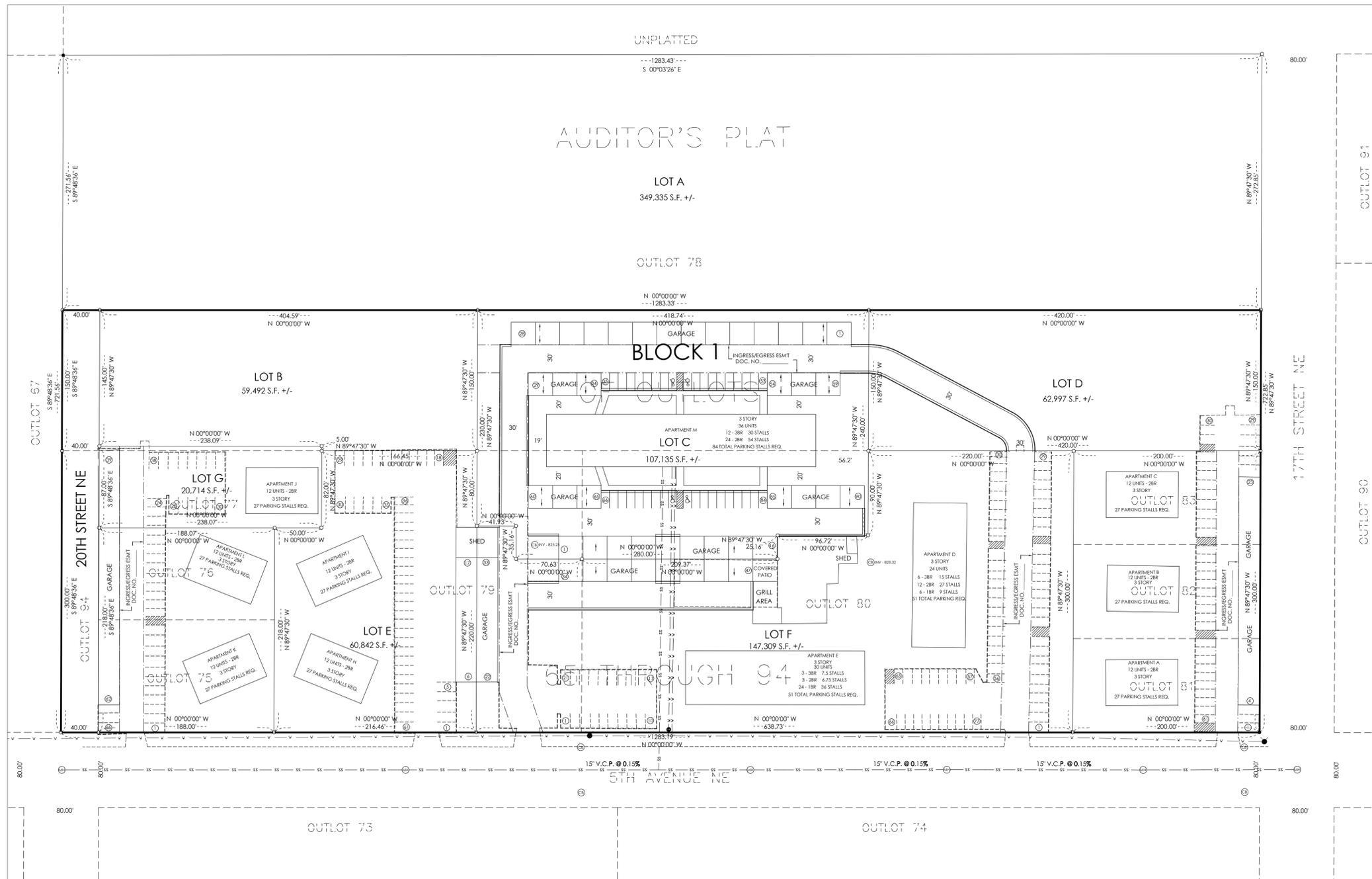
- Lot Size Minimum = 7,000 s.f.
- Lot Width Minimum = 50 feet
- Lot Depth Minimum = 120 feet
- Front Property Line Setback = 30 feet
- Rear Property Line Setback = 25 feet (except private garages)
- Side Yard Setback for Lots 100 feet in Width or More = 10 feet
- Side Yard Setback for Lots Less than 100 feet in Width = 6 feet
- Detached Private Garage Setback = 0 feet
- Maximum Impervious Lot Coverage = 60%
- Maximum Building Height = 70 feet
- Required Off-Street Parking and Loading Area Impervious Surface Minimum Setback Requirements for Front Property Line = 20 feet
- Required Off-Street Parking and Loading Area Impervious Surface Minimum Setback Requirements for Rear and Side Property Line = 0 feet

### PARKING DATA

All exterior parking stalls within this PUD shall be considered "Community Parking Stalls" and may be utilized by any buildings within subject PUD.

- Parking Requirements:
- One (1) bedroom: 1.5 off-street spaces per unit
  - Two (2) bedroom: 2.25 off-street spaces per unit
  - Three (3) bedroom: 2.5 off-street spaces per unit

Apartment A:	27 Parking Stalls Required
Apartment B:	27 Parking Stalls Required
Apartment C:	27 Parking Stalls Required
Apartment D:	51 Parking Stalls Required
Apartment E:	51 Parking Stalls Required
Apartment H:	27 Parking Stalls Required
Apartment I:	27 Parking Stalls Required
Apartment J:	27 Parking Stalls Required
Apartment K:	27 Parking Stalls Required
Apartment L:	27 Parking Stalls Required
Apartment M:	84 Parking Stalls Required
<b>Total Parking Required =</b>	<b>402 Spaces</b>
<b>Total Parking Provided =</b>	<b>417 Spaces</b>



APPROVAL:  
 APPROVED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

DEVELOPMENT PLAN	REVISED:	DATE: 6-9-16
GREEN ACRES 1800 5TH AVE. NE, EAST GRAND FORKS, MN 56721		DRAWN BY: BP
REQUESTED BY: LARRY STAUSS - GREEN ACRES 1800 5TH AVENUE NORTHEAST EAST GRAND FORKS, MN 56721	PROJECT NO. 16-518	SCALE: 1" = 60'
PRIBULA ENGINEERING, PLLC 208 3RD AVENUE NW EAST GRAND FORKS, MN 56721		DRAWING NO. C - 1

# Request for Council Action

Date: June 29, 2016

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

Cc: File

From: Karla Anderson

RE: 2015 Year end transfers for Fund 680 Riverwalk Center

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Attached is a resolution for the transfer of \$824,533.56 from the Riverwalk Center Fund , with the large balance created from the sale of the building in February of 2015, to the General Fund 101 .

As part of the budgeting process for 2015, the council decided to “assign” the fund balance/cash in the Riverwalk Center to the General fund instead of raising the tax levy to balance the budget. By “assigning” the cash to the unrestricted fund balance of the General fund, this will maintain the recommended fund balance percentage for the MN Office of the State Auditor.

Recommendation: To accept the transfer as presented in the Resolution submitted.

**RESOLUTION NO. 16 – 07 - 64**

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

WHEREAS, Fund 680 – Riverwalk Center cash/fund balance was part of the General fund budgeting process and part of our required percentage from the MN Office of State Auditor, of fund balance available for covering the General fund operating expenditures.

WHEREAS, Fund 101- General Fund does not have the recommended percentage of fund balance according to the MN Office of the State Auditor;

WHEREAS, the audit process has brought this to the finance director’s attention to transfer the cash from Fund 680 Riverwalk Center to Fund 101 General Fund funds as of 12/31/2015;

NOW THEREFORE, BE IT RESOLVED that the City Council of East Grand Forks does hereby authorize the finance director to transfer the cash amount of \$824,533.56 from Fund 680 to Fund 101.

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

The President declared the resolution passed.

Passed: July 5, 2016

Attest:

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

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

I hereby approve the foregoing resolution this 5<sup>th</sup> of July, 2016.

\_\_\_\_\_  
Mayor



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division (AGED)  
444 Cedar Street, Suite 133, St. Paul, MN 55101-5133  
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555  
www.dps.state.mn.us

**Application for Optional 2 AM Liquor License**

License type code: 2AM License Expiration Date \_\_\_\_\_ ID# \_\_\_\_\_  
(For Office Use Only)

Licensee Name: Up North Hospitality LLC  
Trade Name: Up North Pizza Pub  
Licensed Location Address: 314 4th St N  
City, State, Zip Code: East Grand Forks, MN, 56421  
Business Phone: 218-280-3255

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

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<u>Brian <sup>Lenny</sup> Nelson</u>	[Redacted]	[Redacted]	<u>43944 W Paul Lake</u>
<u>Alexander Robert Belquist</u>	[Redacted]	[Redacted]	<u>same</u>
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

*drive  
per ha  
Mr  
SOS*

Licensee must report previous 12 month on sale alcoholic beverage gross receipts by checking one of the boxes below. Next to the box you check is your 2 AM license fee. Make check payable to: **Alcohol and Gambling Enforcement Division (AGED)**. Mail this application and check to : AGED, 444 Cedar St., Suite 133, St. Paul, MN 55101-5133.

- \$300 2 AM license fee - Up to \$100,000 in on sale gross receipts for alcoholic beverages
- \$750 2 AM license fee - Over \$100,000, but not over \$500,000 in on sale gross receipts for alcoholic beverages
- \$1,000 2 AM license fee - Over \$500,000 in on sale gross receipts for alcoholic beverages
- \$200 2 AM license fee - 3.2% On Sale Malt Liquor licensees or Set Up license holders
- \$200 2 AM license fee - Did not sell alcoholic beverages for a full 12 months prior to this application

Yes  No Does your city or county licensing official allow the sale of alcoholic beverages until 2 AM?

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_

(I certify that the city or county of \_\_\_\_\_ approves the sale of alcoholic beverages until 2 AM)

Licensee Minnesota Tax ID Number (Required) 4583651

Licensee Signature [Signature] Date 6-17-2016  
(I certify that I have answered the above questions truthfully and correctly)

**Licensee: Prior to submitting this application to the Alcohol and Gambling Enforcement Division, it must be**

# Request for Council Action

Date: July 5, 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/Transit Manager

RE: NCTC transit ride contract for school year 2016-2017

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## GENERAL INFORMATION:

East Grand Forks has had a contract with NCTC to provide free transit rides to students and staff of the college. The riders would be able to ride anywhere within our system including the City of Grand Forks Monday through Saturday. The only requirement to get the ride is that the student or staff must show their CAT identification card. The Cities Area Transit (CAT) the operator of the system will keep track of the amount of rides given.

This year's contract will remain the same as the past three years; with the idea the upcoming Transit Development Plan (TDP) will provide discussion and possible changes to our route services and third party contract prices. NCTC will pay \$.75 per ride (this is what UND pays for its students) not to exceed the lump sum of \$7000. NCTC and I would like to have the annual contract renewed for another year at these monetary terms. As with all transit contracts, the Mayor and the City Administrator will be required to sign the contract before it is executed.

## RECOMMENDATION:

Staff recommends allowing the Mayor and City Administrator to enter into a contract to provide free rides to NCTC staff and students with proper ID for the cost of \$.75 per ride not to exceed \$7,000.

**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
*Northland Community and Technical College*

**SERVICES CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Northland Community and Technical College* (hereinafter MnSCU), and *City of East Grand Forks, 600 DeMers Ave, PO Box 373, East Grand Forks, MN*, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, MnSCU, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services, and

WHEREAS, MnSCU is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, and

*WHEREAS, the CONTRACTOR represents that he / she is not a current state employee, and*

*WHEREAS, the CONTRACTOR represents that he / she has not received an early separation incentive under Minnesota State Colleges and Universities Board Policy 4.11, Board Early Separation Incentive Program (BESI), during the one year period prior to the effective date of this contract.*

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract shall be effective on *July 1, 2016* or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until *June 30, 2017* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU's authorized representative.**

2. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:

*Provide transportation for all Northland Community and Technical College students, faculty and staff. A CONTRACTOR bus will stop at the campus in accordance with the publish bus schedule on the bus and city transit website [www.grandforksgov.com/bus](http://www.grandforksgov.com/bus)*

3. **CONSIDERATION AND TERMS OF PAYMENT.**

a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MnSCU as follows:

- i. Compensation of Seventy-five cents (\$0.75) per Northland rider
- ii.
- iii. The **total obligation** of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed *Seven Thousand Dollars and 00/100 cents (\$7,000)*

b. Terms of Payment.

- i. Payment shall be made by MnSCU promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MnSCU's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MnSCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MnSCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

1. *An invoice shall be emailed to Jason Pangiarella at [Jason.Pangiarella@northlandcollege.edu](mailto:Jason.Pangiarella@northlandcollege.edu) or mailed to his attention at Northland Community and Technical College 1101 Highway 1 E Thief River Falls, MN 5670, at the last day of each month.*

2. **Retainage.** Retainage will not apply to this contract.

- ii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MnSCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MnSCU will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MnSCU makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MnSCU does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MnSCU harmless for any taxes owed and any interest or penalties assessed.

4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

a. MnSCU's authorized representative for the purpose of administration of this contract is:

Name: Mary Fontes  
Address: 2022 Central Ave. NE East Grand Forks, MN  
Telephone: (218) 793-2460  
E-Mail: [Mary.Fontes@northlandcollege.edu](mailto:Mary.Fontes@northlandcollege.edu)  
Fax:

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

- b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Nancy Ellis  
Address: 600 DeMers Ave, East Grand Forks, MN  
Telephone: 218-773-0124  
E-Mail: [nellis@egf.mn](mailto:nellis@egf.mn)  
Fax: 218-773-2507

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by MnSCU at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. MnSCU may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign or transfer any rights or obligations under this contract without the prior written consent of MnSCU.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MnSCU's failure to fulfill its obligations pursuant to this contract.

8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes § 176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MnSCU employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MnSCU's obligation or responsibility.

9. **MINNESOTA STATUTES § 181.59.**

The Contractor will comply with the provisions of Minnesota Statutes § 181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or

vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

10. **DATA DISCLOSURE.**

- a. As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.
- b. Independent Contractors. Minn. Stat. §256.998 requires MnSCU to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MnSCU. MnSCU will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

12. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (MATERIALS) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MnSCU at the CONTRACTOR'S expense from any action or claim brought against MnSCU to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MnSCU's opinion is likely to arise, the CONTRACTOR shall, at MnSCU's discretion, either procure for MnSCU the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

13. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
15. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
16. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
17. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10. Data Disclosure; 11. Government Data Practices Act; 12. Intellectual Property; 13. Jurisdiction and Venue; and 15. State Audits.
18. **INSURANCE.**
  - a. CONTRACTOR shall submit an ACORD Certificate of Insurance to MnSCU's authorized representative prior to execution of the contract.
  - b. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:
    - i. **Workers' Compensation Insurance.** CONTRACTOR must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
    - ii. **Commercial General Liability.** CONTRACTOR shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:
      - \$2,000,000.00 per occurrence
      - \$2,000,000.00 annual aggregate applying per project or location
      - \$2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:  
Premises and Operations Bodily Injury and Property Damage  
Personal Injury and Advertising Injury  
Products and Completed Operations Liability  
Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent  
Pollution Exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent  
Independent Contractors (let or sublet work)  
Waiver of Subrogation in favor of MnSCU  
Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents as additional named insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- iii. Commercial Automobile Liability. CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the contract, and in case any work is subcontracted the CONTRACTOR will require the subcontractors to maintain Commercial Automobile Liability insurance. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- CONTRACTOR'S policy(ies) shall be primary insurance to any other valid and collectible insurance available to MnSCU with respect to any claim arising out of CONTRACTOR'S performance under this Contract;
- If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify MnSCU within five (5) business days with a copy of the cancellation notice unless CONTRACTOR'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MnSCU.
- CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles;
- CONTRACTOR'S policy(ies) shall include legal defense fees in addition to its liability policy limits;

- The insurance policies will be issued by a company or companies having an “A.M. Best Company” financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the CONTRACTOR’S policy limits to satisfy the full policy limits required by the Contract.

d. Errors and Omissions (E & O) Insurance.

CONTRACTOR shall maintain insurance protecting it from claims CONTRACTOR may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to CONTRACTOR’S services required under this contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence  
\$2,000,000.00 annual aggregate

CONTRACTOR shall submit a certified financial statement providing evidence CONTRACTOR has adequate assets to cover any applicable E & O policy deductible.

- e. MnSCU reserves the right to immediately terminate the contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MnSCU and copies of policies must be submitted to MnSCU's authorized representative upon written request.

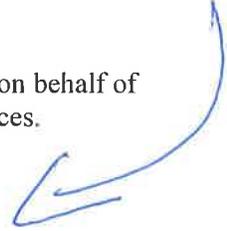
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. CONTRACTOR:**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date



By (authorized signature and printed name)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)
Title
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
*[Northland Community and Technical College]:*

By (authorized signature and printed name)
Title
Date

**4. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)
Title
Date

**RESOLUTION NO. 16 – 07 – 65**

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

**RESOLUTION RATIFYING CONTRACTS**

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 24463 for a total of \$3,312.10.

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

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

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$3,312.10 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on July 5, 2016.

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

The President declared the resolution passed.

Passed: July 5, 2016

Attest:

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

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

I hereby approve the foregoing resolution this 5<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

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

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

1. I am 3<sup>rd</sup> Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 24463 for a total of \$3,312.10.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on July 5, 2016.

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

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

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

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

## Accounts Payable

## Check Register Totals Only

User: apassa  
 Printed: 6/30/2016 - 4:34 PM



## City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24426	07/05/2016	3DS001	3D Specialties	667.32	0
24427	07/05/2016	AAA001	AAA Quality Cleaners	750.00	0
24428	07/05/2016	ACM001	Acme Electric Companies	572.20	0
24429	07/05/2016	ADV001	Advanced Business Methods Inc	1,206.92	0
24430	07/05/2016	AGA002	Agassiz Environmental Learning Cent	84.72	0
24431	07/05/2016	ALL003	All Seasons Garden Center	2,846.71	0
24432	07/05/2016	AMA001	Amazon.com	344.70	0
24433	07/05/2016	AME002	American Tire Service	41.60	0
24434	07/05/2016	AME005	Ameripride Linen & Apparel Services	248.35	0
24435	07/05/2016	Avd001	Ryan Avdem	100.00	0
24436	07/05/2016	BAK001	Baker & Taylor Co	888.47	0
24437	07/05/2016	BAT001	Batteries + Bulbs	18.97	0
24438	07/05/2016	BEC001	Becker Arena Products Inc	2,148.22	0
24439	07/05/2016	BER015	Casey & Holly Bergh	5,000.00	0
24440	07/05/2016	BOB001	Bobcat of Grand Forks	125.00	0
24441	07/05/2016	BOR001	Border States Electric Supply	171.38	0
24442	07/05/2016	BRA001	Brady Martz & Associates	6,000.00	0
24443	07/05/2016	BRO002	Brodart Co	248.40	0
24444	07/05/2016	CAR002	Carquest Auto Parts	53.88	0
24445	07/05/2016	CEN006	Century Link	44.51	0
24446	07/05/2016	COL006	Cold Spring Granite Company	271.00	0
24447	07/05/2016	COL002	Cole Papers Inc	485.09	0
24448	07/05/2016	AIR003	Corval Constructors	861.00	0
24449	07/05/2016	DSC001	Diamond Cleaning Supply	421.90	0
24450	07/05/2016	DIS004	District 16 Hockey	125.00	0
24451	07/05/2016	EAG001	Eagle Electric	524.56	0
24452	07/05/2016	ECO001	Economy Plumbing	492.52	0
24453	07/05/2016	EGF008	EGF Homerun Club Inc	2,250.00	0
24454	07/05/2016	EID001	EIDE Motors	79.95	0
24455	07/05/2016	EXP002	Exponent	618.38	0
24456	07/05/2016	G&K001	G&K Services	246.62	0
24457	07/05/2016	GAR001	Garden Hut Inc	75.21	0
24458	07/05/2016	GER001	Gerrells Sport Center	399.92	0
24459	07/05/2016	GLO003	Global Safety Network, Inc.	63.00	0
24460	07/05/2016	GFF001	Grand Forks Fire Equipment	2,320.50	0
24461	07/05/2016	GRE002	Greg's Lawn Care	793.75	0
24462	07/05/2016	GRU001	Greuel DT, Inc	98.99	0
24463	07/05/2016	HAR001	Hardware Hank	3,312.10	0
24464	07/05/2016	HAW001	Hawkins Chemical	1,405.30	0
24465	07/05/2016	HEA001	Heartland Paper	355.80	0
24466	07/05/2016	HUG001	Hugo's	211.30	0
24467	07/05/2016	ICS002	Industrial Contract Services Inc. ICS	353,336.00	0
24468	07/05/2016	INP002	In Prints Screen Printing	423.10	0
24469	07/05/2016	INT003	Integra Telecom	94.76	0
24470	07/05/2016	KAM001	Kameron Harstad	720.00	0
24471	07/05/2016	KEN002	Kennedy & Graven, Chartered	944.50	0
24472	07/05/2016	LEA002	League of MN Cities	46,816.00	0
24473	07/05/2016	LIB001	Liberty Business Systems	100.65	0
24474	07/05/2016	M&W001	M&W Services	2,293.00	0
24475	07/05/2016	MCD001	McDonald's of EGF	54.06	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24476	07/05/2016	MCF001	McFarlane	3,934.00	0
24477	07/05/2016	MPO001	Metropolitan Planning Organization	9,365.69	0
24478	07/05/2016	BRA008	Michael Branby & Lisa D. Tocchio	500.00	0
24479	07/05/2016	MID003	Midcontinent Communications	1,649.79	0
24480	07/05/2016	MIL004	Miller Motivations, LLC	8,320.00	0
24481	07/05/2016	MNF001	MN Fire Service Certification Board	160.00	0
24482	07/05/2016	MNP002	MN Pollution Control Agency	496.24	0
24483	07/05/2016	MNP004	MN Public Facilities Authority	373,132.94	0
24484	07/05/2016	COM002	Morgan Printing	155.00	0
24485	07/05/2016	MTI001	MTI Distributing Company	331.98	0
24486	07/05/2016	NOR030	North Dakota State University	1,000.00	0
24487	07/05/2016	NMF001	Northwest Minnesota Foundation	50.00	0
24488	07/05/2016	OCL001	OCLC	143.07	0
24489	07/05/2016	OFF002	Office Depot	356.19	0
24490	07/05/2016	OPP001	Opp Construction	1,885.00	0
24491	07/05/2016	ORC002	Roger Orchard	6,365.70	0
24492	07/05/2016	PEN001	Penworthy Company	313.72	0
24493	07/05/2016	PRE001	Premium Waters Inc	115.00	0
24494	07/05/2016	QUI001	Quill Corp	169.29	0
24495	07/05/2016	SEN001	Sentimental Reflections	125.00	0
24496	07/05/2016	K&H001	Kenley Stordahl	6,000.00	0
24497	07/05/2016	SUN003	Sunshine Terrace Tenant's Committee	182.48	0
24498	07/05/2016	TEC001	Tecta America Corp	480.36	0
24499	07/05/2016	TER002	Terry Engebretson	800.00	0
24500	07/05/2016	THU002	Thur-O-Clean	4,701.26	0
24501	07/05/2016	TRU001	True Temp	551.29	0
24502	07/05/2016	TRY001	Try-County Refrigeration	692.00	0
24503	07/05/2016	USB005	US Bank Corporate Payment System	13,473.15	0
24504	07/05/2016	USP002	USPS Postmaster	102.00	0
24505	07/05/2016	VAL004	Valley Golf Association	5,278.51	0
24506	07/05/2016	VIL001	Vilandre Heating & A/C	800.88	0
24507	07/05/2016	WAT001	Water & Light Department	29,652.28	0
24508	07/05/2016	WID001	Widseth Smith Nolting & Associates	115,846.53	0
24509	07/05/2016	XCE001	Xcel Energy	1,229.62	0

Check Total:

1,030,114.28

**Transaction Detail - Summary**

<u>Trans Date</u>	<u>Posting Date</u>	<u>MCCG Code</u>	<u>MCC</u>	<u>Merchant Category Code Description</u>	<u>Merchant Name</u>	<u>Merchant State/Province</u>	<u>Taxpayer ID Number (TIN)</u>	<u>Trans Amount</u>	<u>Posting Type</u>	<u>Purchase ID</u>	<u>Trans Status</u>	<u>Disputed Status</u>
<b>Name: DAVE AKER Account Number: **1870 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account:</b>												
<a href="#">05/26/2016</a>	05/27/2016	240498	7399	BUSINESS SERVICES -OTHER	THE UPS STORE 1609	ND	450421445	\$ 23.06	<a href="#">Memo</a>	037630	Not Reviewed	No
<a href="#">06/08/2016</a>	06/09/2016	240507	5251	HARDWARE STORES	HARDWARE HANK	MN	411717424	15.96	<a href="#">Memo</a>	785072	Not Reviewed	No
<a href="#">06/09/2016</a>	06/10/2016	240507	5251	HARDWARE STORES	HARDWARE HANK	MN	411717424	10.98	<a href="#">Memo</a>	785560	Not Reviewed	No
<a href="#">06/09/2016</a>	06/10/2016	240507	5251	HARDWARE STORES	HARDWARE HANK	MN	411717424	5.98	<a href="#">Memo</a>	785608	Not Reviewed	No
<b>Name: KARLA ANDERSON Account Number: **7513 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account:</b>												
<a href="#">05/27/2016</a>	05/30/2016	240491	9399	GOVERNMENT SERVICES-OTHER	POLLUTION CONTROL AGENCY	MN	416007162	5,900.00	<a href="#">Memo</a>	212052800430002	Not Reviewed	No
<a href="#">06/02/2016</a>	06/03/2016	240499	9402	POSTAGE STAMPS	USPS 26267007930102479	MN	941308560	102.00	<a href="#">Memo</a>	00000000000000000	Not Reviewed	No
<a href="#">06/07/2016</a>	06/08/2016	240498	7399	BUSINESS SERVICES -OTHER	CE 21 LLC	TX	471119844	79.00	<a href="#">Memo</a>	184132	Not Reviewed	No
<b>Name: BRENDA AULT Account Number: **3134 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account:</b>												
<a href="#">06/06/2016</a>	06/08/2016	240507	5411	GROCERY STORES,SUPERMARK	HUGO'S #5	MN	450273731	11.98	<a href="#">Memo</a>	06129110005VPRY704 2279724	Not Reviewed	No
<b>Name: SETH BAUNE Account Number: **3182 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account:</b>												
<a href="#">05/25/2016</a>	05/27/2016	240507	5200	HOME SUPPLY WAREHOUSE STORES	MENARDS GRAND FORKS ND	ND	390989248	8.97	<a href="#">Memo</a>	sunshine terrace	Not Reviewed	No
<a href="#">06/20/2016</a>	06/22/2016	240507	5065	WHOLESALE ELEC PARTS	DAKOTA SUPPLY GROUP	ND	450421041	2.98	<a href="#">Memo</a>	DSG-SC241189	Not Reviewed	No

**Transaction Detail - Summary**

<u>Trans Date</u>	<u>Posting Date</u>	<u>MCCG Code</u>	<u>MCC</u>	<u>Merchant Category Code Description</u>	<u>Merchant Name</u>	<u>Merchant State/Province</u>	<u>Taxpayer ID Number (TIN)</u>	<u>Trans Amount</u>	<u>Posting Type</u>	<u>Purchase ID</u>	<u>Trans Status</u>	<u>Disputed Status</u>
<b>Name: MARK DRAGICH Account Number: **3427 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account:</b>												
<a href="#">05/27/2016</a>	05/30/2016	240500	5699	MISCELLANEOUS APPAREL	WWW.SHIRTCHAMP.CO M	CA	680496776	\$ 673.36	<a href="#">Memo</a>	8442871133	Not Reviewed	No
<a href="#">05/31/2016</a>	06/02/2016	240500	5941	SPORTING GOODS STORES	GERRELLS SPORTS CENTER	ND	450314907	119.30	<a href="#">Memo</a>	9	Not Reviewed	No
<a href="#">06/17/2016</a>	06/20/2016	240507	5200	HOME SUPPLY WAREHOUSE STORES	MENARDS GRAND FORKS ND	ND	390989248	78.41	<a href="#">Memo</a>	0	Not Reviewed	No
<a href="#">06/17/2016</a>	06/20/2016	240497	5969	OTHER DIRECT MARKETER	AMERICAN LIFE GUARD PROD	NV	201124793	456.26	<a href="#">Memo</a>	68310	Not Reviewed	No
<b>Name: NANCY ELLIS Account Number: **3178 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account:</b>												
<a href="#">06/17/2016</a>	06/20/2016	240493	3665	HAMPTON INNS	HAMPTON INN AND SUITES	MN	611532278	333.78	<a href="#">Memo</a>	00001354	Not Reviewed	No
<b>Name: PAUL GORTE Account Number: **1823 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account:</b>												
<a href="#">05/25/2016</a>	05/27/2016	240492	5812	EATING PLACES AND RESTAURANTS	BLUE MOOSE BAR & GRILL	MN	411766541	18.76	<a href="#">Memo</a>		Not Reviewed	No
<a href="#">06/04/2016</a>	06/06/2016	240493	3692	DOUBLETREE HOTELS DOUBLETREE	DOUBLETREE BY HILTON M	MN	474478706	308.78	<a href="#">Memo</a>	0001229983	Not Reviewed	No
<a href="#">06/10/2016</a>	06/13/2016	240493	7011	OTHER HOTELS	CANAL PARK LODGE	MN	204751678	297.02	<a href="#">Memo</a>	1	Not Reviewed	No
<a href="#">06/13/2016</a>	06/14/2016	240498	7399	BUSINESS SERVICES -OTHER	WPY*ONLINE EVENT BY THE C	CA	800250758	20.00	<a href="#">Memo</a>	311408201	Not Reviewed	No
<a href="#">06/14/2016</a>	06/16/2016	240492	5812	EATING PLACES AND RESTAURANTS	BLUE MOOSE BAR & GRILL	MN	411766541	19.55	<a href="#">Memo</a>		Not Reviewed	No

## Transaction Detail - Summary

Trans Date	Posting Date	MCCG Code	MCC	Merchant Category Code Description	Merchant Name	Merchant State/Province	Taxpayer ID Number (TIN)	Trans Amount	Posting Type	Purchase ID	Trans Status	Disputed Status
<b>Name: NICK GUNDERSON Account Number: **3450 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account:</b>												
<a href="#">06/16/2016</a>	06/17/2016	240497	5969	OTHER DIRECT MARKETER	4IMPRINT	WI	391837105	\$ 547.43	<a href="#">Memo</a>	cc	Not Reviewed	No
<b>Name: KEVIN HANSON Account Number: **1957 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account:</b>												
<a href="#">06/01/2016</a>	06/02/2016	240507	5261	LAWN & GARDEN SUPPLY STOR	WALL'S ENTERPRISES #0001	IN	351764266	197.36	<a href="#">Memo</a>	160601 121848	Not Reviewed	No
<a href="#">06/07/2016</a>	06/08/2016	240507	5065	WHOLESALE ELEC PARTS	WWW.SUPERBRIGHTLE DS.CO	MO	431771820	216.35	<a href="#">Memo</a>	00013081	Not Reviewed	No
<b>Name: MICHAEL HEDLUND Account Number: **1856 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account:</b>												
<a href="#">05/28/2016</a>	05/30/2016	240499	5942	BOOK STORES	AMAZON.COM	WA	911994984	190.99	<a href="#">Memo</a>	002-2926557-02482	Not Reviewed	No
<a href="#">05/31/2016</a>	06/01/2016	240499	5942	BOOK STORES	AMZN.COM/BILL	WA	202936165	109.82	<a href="#">Memo</a>	002-3423990-07314	Not Reviewed	No
<a href="#">05/31/2016</a>	06/02/2016	240506	5541	SERVICE STATIONS	PMTS	ND	450280064	125.00	<a href="#">Memo</a>		Not Reviewed	No
<a href="#">06/18/2016</a>	06/20/2016	240499	5942	BOOK STORES	SIMONSON	WA	202936165	53.22	<a href="#">Memo</a>	GAT10050029	Not Reviewed	No
<a href="#">06/21/2016</a>	06/22/2016	240499	5942	BOOK STORES	AMAZON MKTPLACE	WA	202936165	11.50	<a href="#">Memo</a>	114-3877834-46490	Not Reviewed	No
<a href="#">06/21/2016</a>	06/22/2016	240499	5942	BOOK STORES	AMAZON MKTPLACE	WA	202936165	74.95	<a href="#">Memo</a>	114-3864634-21346	Not Reviewed	No
<b>Name: CHARLOTTE HELGESON Account Number: **1631 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account:</b>												
<a href="#">06/04/2016</a>	06/06/2016	240499	9402	POSTAGE STAMPS	USPS 26267007930102479	MN	941308560	4.96	<a href="#">Memo</a>		Not Reviewed	No
<a href="#">06/06/2016</a>	06/07/2016	240507	5300	WHOLESALE CLUBS	SAMSCLUB #6385	ND	710415188	80.70	<a href="#">Memo</a>	67624983	Not Reviewed	No

**Transaction Detail - Summary**

Trans Date	Posting Date	MCCG Code	MCC	Merchant Category Code Description	Merchant Name	Merchant State/Province	Taxpayer ID Number (TIN)	Trans Amount	Posting Type	Purchase ID	Trans Status	Disputed Status
<a href="#">06/07/2016</a>	06/08/2016	240499	9402	POSTAGE STAMPS	USPS 26267007930102479	MN	941308560	\$ 10.38	<a href="#">Memo</a>	000000000000000000	Not Reviewed	No
<a href="#">06/14/2016</a>	06/15/2016	240499	9402	POSTAGE STAMPS	USPS 26267007930102479	MN	941308560	4.96	<a href="#">Memo</a>	000000000000000000	Not Reviewed	No

**Name:** JEREMY KING **Account Number:** \*\*1148 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:**

<a href="#">05/21/2016</a>	05/23/2016	240499	5942	BOOK STORES	AMAZON.COM AMZN.COM/BILL	WA	911994984	64.97	<a href="#">Memo</a>	29706	Not Reviewed	No
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**Name:** TERRY KNUDSON **Account Number:** \*\*1162 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:**

<a href="#">06/01/2016</a>	06/02/2016	240498	7399	BUSINESS SERVICES -OTHER	ESKILL	MA	770510487	1,350.00	<a href="#">Memo</a>	89798666	Not Reviewed	No
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**Name:** KRIS KOVAR **Account Number:** \*\*5156 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:**

<a href="#">06/03/2016</a>	06/06/2016	240497	5969	OTHER DIRECT MARKETER	B&H PHOTO, 800-606-6969	NY		550.75	<a href="#">Memo</a>	75818244	Not Reviewed	No
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**Name:** BRIAN LARSON **Account Number:** \*\*0894 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:**

<a href="#">06/01/2016</a>	06/02/2016	240507	5251	HARDWARE STORES	HARDWARE HANK	MN	411717424	68.95	<a href="#">Memo</a>	782314	Not Reviewed	No
<a href="#">06/09/2016</a>	06/10/2016	240507	5251	HARDWARE STORES	HARDWARE HANK	MN	411717424	74.32	<a href="#">Memo</a>	785534	Not Reviewed	No
<a href="#">06/16/2016</a>	06/17/2016	240507	5251	HARDWARE STORES	HARDWARE HANK	MN	411717424	5.04	<a href="#">Memo</a>	788376	Not Reviewed	No

**Name:** DAVID MURPHY **Account Number:** \*\*0699 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:**

<a href="#">05/25/2016</a>	05/27/2016	240492	5812	EATING PLACES AND RESTAURANTS	BLUE MOOSE BAR & GRILL	MN	411766541	22.17	<a href="#">Memo</a>		Not Reviewed	No
<a href="#">06/10/2016</a>	06/13/2016	240507	5399	MISCELLANEOUS	GRAND FORKS HERALD	ND	450129560	17.25	<a href="#">Memo</a>	2VT8CM4C	Not Reviewed	No

### Transaction Detail - Summary

Trans Date	Posting Date	MCCG Code	MCC	Merchant Category Code Description	Merchant Name	Merchant State/Province	Taxpayer ID Number (TIN)	Trans Amount	Posting Type	Purchase ID	Trans Status	Disputed Status
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GENERAL MER

**Name:** CHRISTOPHER OLSON **Account Number:** \*\*0647 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:**

<a href="#">06/13/2016</a>	06/14/2016	240491	9399	GOVERNMENT SERVICES-OTHER	BCA TRAINING EDUCATION	MN	416007162	115.00	<a href="#">Memo</a>	chris olson	Not Reviewed	No
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**Name:** AUDREY PASSA **Account Number:** \*\*1023 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:**

<a href="#">06/08/2016</a>	06/09/2016	240500	5970	ARTIST'S SUPPLY AND CRAFT SHOP	MICHAELS STORES 1583	ND	751943604	(21.34)	<a href="#">Memo</a>	1583000333151606081853	Not Reviewed	No
<a href="#">06/08/2016</a>	06/09/2016	240500	5970	ARTIST'S SUPPLY AND CRAFT SHOP	MICHAELS STORES 1583	ND	751943604	19.99	<a href="#">Memo</a>	1583000333161606081855	Not Reviewed	No
<a href="#">06/08/2016</a>	06/09/2016	240500	5970	ARTIST'S SUPPLY AND CRAFT SHOP	MICHAELS STORES 1583	ND	751943604	21.34	<a href="#">Memo</a>	1583000495761606081742	Not Reviewed	No

**Name:** DENNIS ROBERTSON **Account Number:** \*\*2151 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** \*\*0425 **Replacement Account:**

<a href="#">06/01/2016</a>	06/03/2016	240500	5941	SPORTING GOODS STORES	HUNTERS OUTLET	MN	470949655	591.98	<a href="#">Memo</a>		Not Reviewed	No
<a href="#">06/17/2016</a>	06/20/2016	240500	5941	SPORTING GOODS STORES	OPTICSPLANET, INC.	IL	364397726	51.23	<a href="#">Memo</a>	70964359	Not Reviewed	No
<a href="#">06/17/2016</a>	06/22/2016	240500	5941	SPORTING GOODS STORES	MIDWAYUSA COM	MO	431110390	154.05	<a href="#">Memo</a>	2151	Not Reviewed	No

**Name:** ANDREA SCHERER **Account Number:** \*\*1888 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:**

<a href="#">05/26/2016</a>	05/27/2016	240507	5411	GROCERY STORES,SUPERMARK	TARGET 00017830	ND	410215170	120.89	<a href="#">Memo</a>	000000000000000000	Not Reviewed	No
<a href="#">05/26/2016</a>	05/27/2016	240500	5970	ARTIST'S SUPPLY AND CRAFT SHOP	MICHAELS STORES 1583	ND	751943604	81.72	<a href="#">Memo</a>	1583000327411605261402	Not Reviewed	No

**Transaction Detail - Summary**

Trans Date	Posting Date	MCCG Code	MCC	Merchant Category Code Description	Merchant Name	Merchant State/Province	Taxpayer ID Number (TIN)	Trans Amount	Posting Type	Purchase ID	Trans Status	Disputed Status
<a href="#">06/10/2016</a>	06/13/2016	240507	5411	GROCERY STORES,SUPERMARK	TARGET	ND	00017830	\$ 274.49	<a href="#">Memo</a>	000000000000000000	Not Reviewed	No
<a href="#">06/10/2016</a>	06/13/2016	240500	5970	ARTIST'S SUPPLY AND CRAFT SHOP	MICHAELS STORES 1583	ND	751943604	16.58	<a href="#">Memo</a>	1583000498951606101547	Not Reviewed	No
<a href="#">06/16/2016</a>	06/20/2016	240507	5200	HOME SUPPLY WAREHOUSE STORES	MENARDS GRAND FORKS ND	ND	390989248	52.73	<a href="#">Memo</a>	0	Not Reviewed	No

**Name:** AEISSO SCHRAGE **Account Number:** \*\*6738 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:**

<a href="#">05/23/2016</a>	05/24/2016	240500	5941	SPORTING GOODS STORES	ALIEN GEAR HOLSTERS	ID	471089415	52.83	<a href="#">Memo</a>	1437715	Not Reviewed	No
<a href="#">05/31/2016</a>	06/02/2016	240507	5411	GROCERY STORES,SUPERMARK	WAL-MART #3758	MN	710415188	19.88	<a href="#">Memo</a>	60388917	Not Reviewed	No

**Name:** JACOB THOMPSON **Account Number:** \*\*3435 **Optional 1:** **Optional 2:** **Lost/Stolen Account:** **Replacement Account:**

<a href="#">05/24/2016</a>	05/25/2016	240493	3829	COUNTRY INN BY CARLSON	COUNTRY INN&STS ELK RV	MN	205127178	190.24	<a href="#">Memo</a>	181038206	Not Reviewed	No
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**Total Number of Records:** 56

**Total** **\$14,008.81**

End of Report