

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, JULY 12, 2016 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

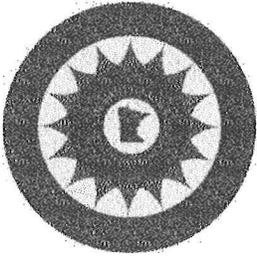
DETERMINATION OF A QUORUM:

- 1. Review of Bid Results for Interconnect Project – Steve Emery**
 - a. The information will be brought to the meeting because the bid opening date changed from July 7th to July 12th.**
- 2. Request for Special Event – Megan Nelson**
- 3. Altru Agreement – Chad Grassel**
- 4. Request for Water/Sewer Line Special Assessments – David Murphy**
- 5. Liquor License Ordinances – Mike Hedlund/Alex Albert**

ADJOURN:

Upcoming Meetings

Regular Council Meeting – Tuesday, July 19, 2016 – Council Chambers
Work Session – Tuesday, July 26, 2016 – Training Room
Regular Council Meeting – Tuesday, August 2, 2016 – Council Chambers
Work Session – Tuesday, August 9, 2016 – Training Room



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 SPECIAL EVENT

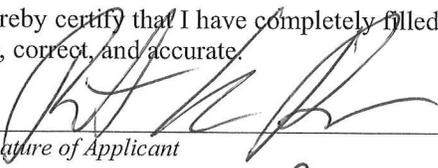
License Fee: _____

Organization Information	
<u>The Blue Moose Bar and Grill</u> <i>Organization Name</i>	<u>(218) 773-6516</u> <i>Organization Phone Number</i>
<u>507 2nd St. NW</u> <i>Organization Address</i>	<u>East Grand Forks MN 56721</u> <i>City State Zip</i>

Applicant Information	
<u>The Blue Moose Bar and Grill</u> <i>Applicant Name</i>	<u>(218) 773-6516</u> <i>Applicant Phone Number</i>
<u>507 2nd St. NW</u> <i>Applicant Address</i>	<u>East Grand Forks MN 56721</u> <i>City State Zip</i>

Special Event Information		
<u>September 24, 2016</u> <i>Date of Event</i>	<u>11 AM</u> <i>Start Time</i>	<u>10 pm</u> <i>End Time</i>
<u>An Oktoberfest Celebration. Family friendly, with games, weiner-dog races and food and beverage with a German theme available for purchase</u> <i>Explanation of Event</i>		
<u>_____</u> <i>Route/Area of Event (include map)</i>		
<u>_____</u> <i>Special Requests (Staff, Road Closures, Etc)</i>		

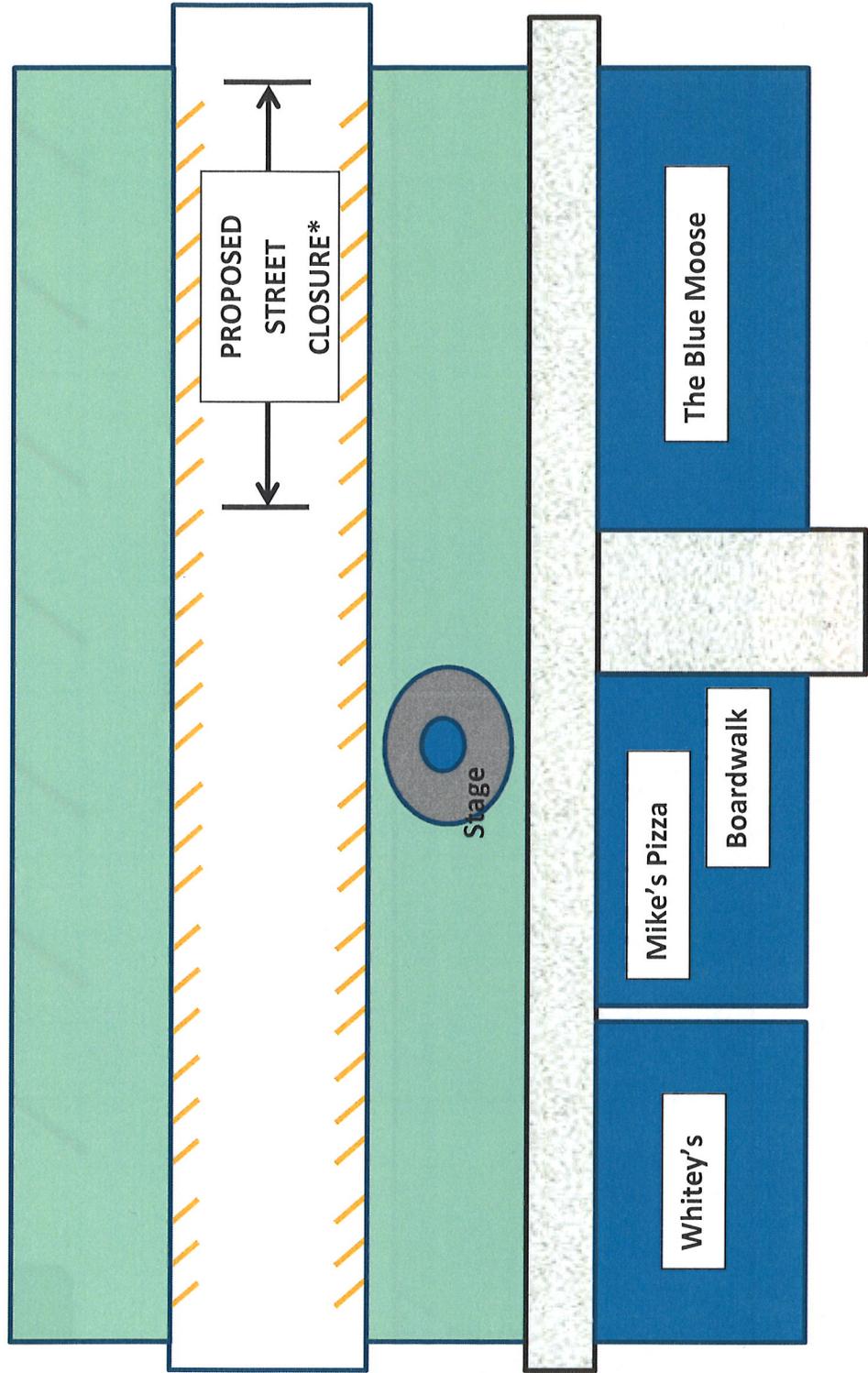
I hereby certify that I have completely filled out the entire above application, together and that the application is true, correct, and accurate.


Signature of Applicant

Patrick Bopp
Print Name

6-24-16
Date

Owner
Title



*First Nine Parking Spots

CORNERSTONE PARTNERSHIP

MEMO OF UNDERSTANDING BETWEEN EAST GRAND FORKS PARK DISTRICT AND ALTRU HEALTH SYSTEM

Altru Health System with the East Grand Forks Park District propose a cornerstone partnership. The foundation of the cornerstone agreement is a dedicated partnership between both organizations to focus on enhancing prevention and wellness in the community of East Grand Forks. This partnership will enhance existing services as well as bring additional offerings to the residents of East Grand Forks for years to come.

This memo of understanding is designed to ensure the partnership is well articulated and will survive beyond the founders of this agreement.

RECITALS

WHEREAS: A partnership between both organizations would have a powerful impact on the health, wellness and prevention for the community of East Grand Forks;

WHEREAS: Both organizations will work collaboratively to enhance existing services, as well as to bring additional offerings to the residents of East Grand Forks from youth to seniors;

WHEREAS: Altru Health System proposes a donation of \$450,000.00 dollars to be allocated at \$45,000 dollars per year for 10 years beginning in the year 2016;

WHEREAS: East Grand Forks Park District will have discretion for donation allocation assuming funding aligns with stated considerations;

WHEREAS: The funds are to supplement the existing Park and Recreation budget; (Specifically the funds are to be in addition to the Par and Recreation Budget and are not to be considered in developing the Park and Recreation annual budget);

WHEREAS: Altru Health System may cease donations if, in Altru's opinion, the City of East Grand Forks is not utilizing the donations in the spirit intended in the following list of considerations.

CONSIDERATIONS

NOW WHEREFORE, in consideration and furtherance of the above recitals, it is hereby stipulated and agreed, by and between Altru Health System and the East Grand Forks Park District, as follow:

- Altru Health System will be the exclusive partner for health, wellness and prevention activities for the City of East Grand Forks;
- Altru Health System will have signage throughout the East Grand Forks Parks District's facilities/locations, to be provided by the East Grand Forks Park District, within 6 months of agreement execution; it is anticipated that the signage/banners will be located at the following locations:

Civic Center;

VFW Area;

Blueline Area;

Its Williams park;

Nash Park

East Grand Forks Swimming pool;

Stauss Park Baseball facilities;

Senior Citizen Center; and

Other promotional materials for health, wellness and prevention activities within the City of East Grand Forks, MN.

*It is also understood that the parties will develop a cornerstone partnership logo that will be placed on the ice at the Civic Center and will be placed on the Zamboni at the VFW and Blueline club arena.

(This list is not exclusive and is anticipated to be supplemented)

- Altru Health System and East Grand Forks Parks District will jointly form an operations council to meet a minimum of twice a year, the operations council shall, discuss, plan and coordinate future budgeted uses for the yearly \$45,000.00 donation. The final determination is reserved to the City of East Grand Forks;
- Altru Health System and East Grand Forks Parks District will co-facilitate a community Health and Wellness assessment to bring awareness and engagement of community members and key stake holders in potential new community offerings. This will occur in the first year and then at the discretion of the operations council;
- Altru Health System and East Grand Forks Parks District will co-sponsor a minimum of two community events per year related to health, wellness and prevention;
- Altru Health System will have use of the East Grand Forks Parks District's facilities/sites free of charge up to 500 hours per year. Scheduling of the use of the facilities will be at the sole discretion of the City of East Grand Forks Park District;
- Allocation of funding will be provided by the East Grand Forks Parks District to place indoor turf at the Civic Center. This will be utilized by Altru Health System for training via Sports Advantage Powered by EXOS and for expansion of indoor sports offered by

the East Grand Forks Parks and Recreation Department. The City of East Grand Forks will make every reasonable effort to install indoor turf within one year of this agreement.

Dated this _____ day of July, 2016

Dated this _____ day of July, 2016

BY:

BY:

FOR: East Grand Forks Park District

FOR: Altru Health System

BY:

BY:

FOR: East Grand Forks Park District

FOR: Altru Health System

Request for Council Action

Date: 7/7/16

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

Cc: File

From: David Murphy

RE: Water and/or Sewer Repair or Replacement

Background:

The Water and Light Dept will be replacing sections of water line again this year. During this process they will be conducting tests to see if there are any lead service pipes. If there are lead pipes found the Water and Light Commission has agreed to help residents with the replacement of the service line by helping finance the project and receiving payments through voluntary special assessments. In this area there are sanitary sewer service lines that are connected to more than one home. The Water and Light Dept has also agreed to help finance those who request to correct that situation as well.

The Water and Light Commission does not have the authority to assess the project on the property. They are requesting the City Council to approve and special assess those who are voluntarily requesting the assistance.

Budget Impact:

There is no budget impact for the City since it is Water and Light that will be financing the repairs/replacement of service lines.

Action Required:

Consider approving the process of special assessing those residents who voluntarily request assistance of the Water and Light Department for both the repair/replacement of the water and/or sanitary sewer service lines.

REPORT/RECOMMENDATION

To: MAYOR AND COUNCIL	Agenda Item _____
From: _____, General Manager of Water and Light, Department	<input type="checkbox"/> Action <input type="checkbox"/> Discussion <input type="checkbox"/> Information
Date: _____, 2016	
Subject: Resolution No. _____ authorizing special assessment for water service line repair/replacement – _____	

ACTION REQUESTED:

Consider approval of Resolution No. _____ authorizing special assessment for water service line repair/replacement to the Polk County Auditor for the property located at

_____.

INFO/BACKGROUND:

The East Garand Forks Water and Light Department/Public Works Department was made aware that water service lateral to the above referenced property contains lead and has worked with the property owner to determine that replacement of the water service lateral is in the best interest of the owner. Staff has worked with the property owner to assist them in recommending a contractor/subcontractor to replace the lead water service lateral. The Water and Light Department and the owner have entered into an agreement to have the Water and Light Department pay for the replacement project and special assess the cost to the owner's property. Upon approval of this agreement and resolution the amount of \$_____ will be certified to the taxes for this property. The property owner has agreed to the terms of the agreement.

ATTACHMENTS:

Resolution No. _____, authorizing the Special Assessment for water service line repairs Public Improvement and Special Assessment Agreement

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE SPECIAL ASSESSMENT FOR
WATER SERVICE LINE REPAIRS/REPLACEMENT - _____**

WHEREAS, The water service line at the address listed below is in need of immediate repair/replacement;
and

WHEREAS, East Grand Forks has received a special assessment agreement from the property owner waiving
their right to a special assessment hearing and petitioning for special assessment to repay the financing.

WHEREAS, The amount of the improvement project to be assessed is: \$_____

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall transmit a certified duplicate copy of this
resolution to the County Auditor to be extended on the proper tax list of the County, and such special
assessments shall be collected and paid over the same manner as other municipal taxes with interest from the
date of this resolution at the rate of _____ percent (____%) per annum. The description of the
special assessment is:

NAME OF CERTIFICATION

INSTALLMENTS

Water Service Line Repair/Replacement

() Year(s)

DESCRIPTION OF PROPERTY

(property identification)

Passed and adopted by the City Council on _____, 2016.

ATTEST” _____
City Administrator

Mayor

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

CERTIFICATE OF CITY ADMINISTRATIVE ASSISTANT

I, the undersigned duly appointed and acting City Administrative assistant for the City of East Grand
Forks do hereby certify that the attached and foregoing Resolution was duly adopted by the East
Grand Forks City Council at its Regular Meeting of _____, and as recorded in
the Minutes of said Regular Meeting.

WITNES my hand and seal of said City this ____ day of ____, 2016

Megan Nelson

CITY OF EAST GRAND FORKS

**AGREEMENT CONCERNING SPECIAL ASSESSMENT FOR
WATER AND/OR SEWER REPAIRS OR REPLACEMENT**

AGREEMENT made as of _____, 2016 between the City of East Grand Forks, a Minnesota municipal corporation ("City") and _____ "Property Owner(s)", concerning special assessments for water and/or sewer repairs or replacement on property located at _____ East Grand Forks, Minnesota.

The City and the Property Owner(s) agree as follows:

1. **Property Owners.** The Property Owner(s) _____, is / are empowered to execute the waivers and consents contained in this Agreement.
2. **Subject Property.** The Property Owner(s) is/are the fee owner(s) of the property located within Polk County, Minnesota and legally described as follows:

Legal Description and/or Property Identification Number

3. **Purpose of Agreement.** Pursuant to Minnesota Statutes Chapter 429 the Property Owner(s) petitioned the City on _____, 2016 to specifically assess the cost for the water service line repair. The petition is incorporated into this agreement by reference.
4. **The Improvement Project.** The water service line repair is in conformance with the plans and specifications as approved by the East Grand Forks Water and Light Department, East Grand Forks Public Works, or Community Development and Inspections Departments.
5. **Responsibility.** The Property Owner(s) shall assume all responsibility for water service line, including all obligations under the construction contract for such work. The Property Owner(s) shall obtain lien waivers from all contractors or subcontractors involved with the Construction Contract.
6. **Amount to be Assessed.** The total cost of the project, based on the lowest responsible proposal, is \$ _____ all of which will be assessed against the Benefited Property. The assessed amount may be modified to reflect final total cost.
7. **Waiver.** In connection with this improvement, the undersigned agree to waive and do waive any and all rights to a public hearing and rights to any notice, whether provided by Minnesota Statutes, Chapter 429, or by any other statute or by ordinance, City Charter, the constitution, or common law. The Property Owner(s) further waives any and all substantive and procedural objections to the improvement and special assessment and stipulates that the benefit to the property exceeds the amount of the special assessment.

8. **Waiver of Right of Appeal.** Each party to this agreement agrees to waive and does waive any and all rights to an appeal from the special assessment set forth above, whether as provided by Minnesota Statutes, Chapter 429, or by any other statute or by ordinance, City Charter, the constitution, or common law. The special assessment is deemed adopted on the date the city signs this agreement.
9. **Implementation.** Each party to this agreement agrees to execute any other documents upon request of the City necessary to implement the waivers of notice, hearing or right of appeal for the special assessment for the improvement project.
10. **Payment.** The Property Owner(s) agrees to pay the City for the cost of the above improvements in accordance with the following terms:
 - a. The assessment shall be paid in equal installments over _____ () years _____% and in accordance with all provisions of the city policy for special assessments for service line repairs.
 - b. The first payment shall be payable with the 201__ real estate taxes.
11. **Indemnification.** The Property Owner(s) shall indemnify and hold harmless the City (including the East Grand Forks Water & Light Department) and Its officers, agents, and employees from and against all claims, damages and losses, or expenses, including attorney fees, which may be suffered or for which they may be held liable, rising out or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this agreement by the City, its employees, agents or subcontractors.
12. **Certification of Ownership.** The Property Owner(s) certify that it is the sole fee simple owner of the property described in paragraph 2 above, and has the power and authority to enter into this Agreement.
13. **Right of Record.** It is agreed that the City may record this document in the chain of title of the benefited Property legally described above.
14. **Payment.** The Property Owner(s) agree that, after the City has completed the required inspections and has determined that the installation of the water service line repair is in conformance with the applicable City ordinances and State laws, the Property Owner(s) will provide the following documents to the City to allow the City to process payment of the \$_____ amount to be paid for the installation of the water service line repair/replacement on the Benefited Property:
 - a. A contractor's construction statement identifying the agreed amount to be paid; and
 - b. The City's Final Inspection Report; and
 - c. A contractor's lien waiver; and
 - d. Property owner(s) written authorization for City to pay contractor directly.

Request for Council Action

Date: 7-7-16

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

Cc: File

From: Chief Hedlund and Alex Albert

RE: Liquor License Compliance Check Ordinance

There has been an increasing trend of failed compliance checks over the past few years. One establishment has failed three compliance checks within 27 months. To try and combat the sale of alcohol to minors we have looked at updating the city ordinance by investigating various other cities to see what strategies they employ. One solution found was that most other cities use a longer period for repeat offenses, averaging around 36 months.

The proposed changes to be made to Chapter 117 “Alcoholic Beverages” are as follows:

1. The clarification of a definition for compliance checks in the alcoholic beverages section
2. The unlawful acts of minors in relation to alcohol, clarifying their ability to assist in sanctioned compliance checks.
3. An alcohol compliance checks section very similar to the tobacco compliance checks section with the addition of a provision stating that should a licensee fail a compliance check they will receive one additional check later that year.
4. The punishments for employees who make illegal sales updated to a 36 month period.
5. An update to the Administrative Offenses, additions and changes are underlined:

Sale/purchase of alcoholic beverages to/by underage person	\$250	\$500 and <u>1-day suspension</u>	\$750 and <u>5-day suspension</u>	\$2,000 and 18-day suspension	Revocation
<u>Repeat compliance check failures or violations between a 12 and 36 month period</u>		<u>\$250 and 1-day suspension</u>	<u>\$500 and 3-day suspension</u>	<u>\$1,000 and 10-day suspension</u>	<u>Revocation</u>

This lengthens the period for repeat offenses but also lessens the penalty for repeat offenders. In addition, while it maintains stiffer penalties for repeat offenders within a 12 month period it allows for a little more lenience for offenses within the 36 month period.

Action Required

Decision on approval or denial of ordinance with any potential updates or changes.

Included is a draft of the ordinance.

C:\Users\vmnelson\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\KQ64YLF\A\RCA-liquor license compliance checks.docx

ORDINANCE NO. 17 4TH SERIES

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE CHAPTER 117 ENTITLED “ALCOHOLIC BEVERAGES” BY AMMENDING SECTIONS 117.01 DEFINITIONS AND 117.11 UNLAWFUL ACTS OF MINORS AND BY EDITING SECTIONS 117.06 SALE BY EMPLOYEE AND ADDING SECTION 117.98 REPEAT VIOLATIONS AS WELL AS (K) COMPLIANCE CHECKS.

THE CITY OF EAST GRAND FORKS ORDAINS:

Section 1. That Chapter 117 entitled “Alcoholic Beverages” shall have the following additions:

§ 117.01 DEFINITIONS.

COMPLIANCE CHECKS. The system the city uses to investigate and ensure that those authorized to sell alcohol, alcohol products, and alcohol related devices are following and complying with the requirements of this chapter. COMPLIANCE CHECKS shall involve the use of minors as authorized by this chapter. COMPLIANCE CHECKS shall also mean the use of minors who attempt to purchase alcohol, alcohol products or alcohol related devices for educational, research, and training purposes as authorized by state and federal laws. COMPLIANCE CHECKS may also be conducted by other units of government for the purpose of enforcing appropriate federal, state, or local laws and regulations relating to alcohol, alcohol products, and alcohol related devices.

§ 117.11 UNLAWFUL ACTS OF MINORS.

(C) *Entering licensed premises.*

(1) It is unlawful for any minor, as defined in this chapter, to enter licensed premises for the purpose of purchasing or consuming any alcoholic beverage. It is not unlawful for any person who has attained the age of 18 years to enter licensed premises for the following purposes:

- a) To perform work for the establishment, including the serving of alcoholic beverages, unless otherwise prohibited by statute;
- b) To consume meals;
- c) To attend social functions that are held in a portion of the establishment where liquor is not sold; and
- d) To assist with a sanctioned compliance check.

§ 117.98 ADMINISTRATIVE OFFENSES, SUSPENSION OR REVOCATION OF LICENSE.

(I)*Minimum penalty.* In no event shall a penalty be less than the following:

Administrative Offense	Events Within a 12-Month Period				
	1 st Event	2 nd Event	3 rd Event	4 th Event	5 th Event
1. Commission of a felony related to licensed activity	Revocation	NA	NA	NA	NA
2. Sale of alcoholic beverages while license is under suspension	Revocation	NA	NA	NA	NA
3. Sale/purchase of alcoholic beverages to/by underage person	\$250	\$500 and 1-day suspension	\$750 and 5-day suspension	\$2,000 and 18-day suspension	Revocation
<u>Repeat compliance check failures or violations between a 12 and 36 month period</u>		<u>\$250 and 1-day suspension</u>	<u>\$500 and 3-day suspension</u>	<u>\$1,000 and 10-day suspension</u>	<u>Revocation</u>
4. Sale of alcoholic beverages to obviously intoxicated person	\$250	\$500 and 3-day suspension	\$750 and 18-day suspension	Revocation	NA
5. After hours sale of alcoholic beverages	\$250	\$500 and 3-day suspension	\$750 and 18-day suspension	Revocation	NA
6. After hours display or consumption of alcoholic beverages	\$250	\$500 and 3-day suspension	\$750 and 18-day suspension	Revocation	NA
7. Refusal to allow city inspectors or police admission to inspect premises	\$250	\$500 and 3-day suspension	Revocation	NA	NA
8. Illegal gambling on premises	\$250	\$500 and 3-day suspension	\$750 and 18-day suspension	Revocation	NA
9. Failure to take reasonable steps to stop person from leaving premise with alcoholic beverages	\$250	\$500 and 3-day suspension	\$750 and 18-day suspension	Revocation	NA
Note: A day shall be defined as a business day					

(K) Compliance Checks. All licensed premises shall be open to inspection by the city law enforcement or other authorized city official during regular business hours. From time to time, but at least twice per year, the city shall conduct compliance checks by engaging, minors over the age of 18 but less than 21 years to enter the licensed premise to attempt to purchase alcohol, alcohol products, or alcohol related devices. Minors used for the purpose of compliance checks shall be supervised by designated law enforcement officers or other designated personnel. Minors used for compliance checks shall not be guilty of unlawful purchase or attempted

purchase, nor the unlawful possession of alcohol, alcohol products, or alcohol related devices when such items are obtained or attempted to be obtained as part of the compliance checks. No minor used in compliance checks shall attempt to use a false identification misrepresenting the minors age and all minors lawfully engaged in a compliance check shall answer all questions about the minors age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Should a licensee or establishment fail a compliance check, they will receive one additional compliance check that year to ensure they are implementing proper procedures. Nothing in this chapter shall prohibit compliance checks authorized by state or federal laws for educational, research or training purposes or required for the enforcement of a particular state or federal law.

Section 2. That Chapter 117 entitled “Alcoholic Beverages” shall have the following modification, changing the time period to be consistent with the above mentioned changes.

§ 117.06 SALE BY EMPLOYEE.

(A) Any sale of an alcoholic beverage in or from any premises licensed under this chapter by any employee authorized to make the sale in or from the place is the act of the employer as well as of the person actually making the sale; and every employer is liable to all of the penalties, except criminal penalties, provided by law for the sale, equally with the person actually making the sale.

(Ord. 278, 3rd Series, passed 2-17-2004)

(B) A police officer may charge any licensee's employee who makes an illegal sale of an alcoholic beverage with a crime, and/or in the charging police officer's discretion may levy a civil monetary penalty against the offending employee according to the following schedule:

- (1) First offense. \$75
- (2) Second offense within a 36-month period. \$150
- (3) Third offense within a 36-month period \$300
- (4) Every subsequent offense within a 36-month period. \$300

Section 3. This ordinance shall take effect and be in force from and after its passage and publication and be given the Number 17, 4th Series.

Voting Aye:
Voting Nay:
Absent:

ATTEST:

City Administrator

President of Council

I hereby approve the foregoing Ordinance this 12th day of July, 2016.

Mayor