

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, AUGUST 16, 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 “Work Session” for the East Grand Forks, Minnesota City Council of July 26, 2016.
2. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of August 2, 2016.
3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of August 9, 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.

4. Consider adopting Resolution No. 16-08-74 approving the increase to the Park and Recreation winter activity fees.
5. Consider approving the renewal application for a 2AM License for the Eagles Club 350 located at 227 10th St NW, East Grand Forks, MN 56721.
6. Consider approving the Special Event Application from Extreme North Dakota Racing for the Uff Da Mud Run Event to be held on September 10, 2016 contingent upon permit approval from the Polk County Sheriff’s Office.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

7. Regular minutes of the Water, Lights, Power, and Building Commission for July 21, 2016.

COMMUNICATIONS: NONE

OLD BUSINESS:

8. Consider approving the Off-sale Intoxicating Liquor License Application for the VFW Post 3817 located at 312 Demers Ave, East Grand Forks, MN 56721.
9. Consider approving the land lease agreement between the City of East Grand Forks and Verizon Wireless for the lease of city property.

NEW BUSINESS:

10. Consider awarding the job for street repairs on 20th Street NE to Miller Motivations for the amount of \$35,520.
11. Consider awarding the job for street repairs on the Highway 220 Frontage Road to Opp Construction for the amount of \$22,400.
12. Consider awarding the job for street repairs/street repairs and curb and gutter on 2nd St NW to _____ for the amount of \$_____.
13. Consider approving an agreement between the City of East Grand Forks Police Department and Zuercher for a records management system for the amount of \$84,083 plus a yearly maintenance fee and contingent upon approval by all other agencies involved.

CLAIMS:

14. Consider adopting Resolution No. 16-08-75 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 24759 for a total of \$1,045.74 whereas Council Member Buckalew is personally interested financially in the contract.
15. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings

- Work Session – Tuesday, August 23, 2016 – 5:00 PM – Training Room
- Regular Council Meeting – Tuesday, September 6, 2016 – 5:00 PM – Council Chambers
- Work Session – Tuesday, September 13, 2016 – 5:00 PM – Training Room
- Regular Council Meeting – Tuesday, September 20, 2016 – 5:00 PM – Council Chambers

**UNAPPROVED MINUTES
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, JULY 26, 2016 – 5:00 PM**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for July 26, 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: Council President Mark Olstad, Council Vice-President Chad Grassel, Council Members Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, and Henry Tweten.

Dan Boyce, Water & Light Manager; Mark Dragich, Interim Park and 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; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

1. Comprehensive Annual Financial Report Review – Janelle Mulroy

Ms. Mulroy told the Council she was going to review some of the main points of the report and if anyone had any questions to ask. She stated there was a lot of information and different sections to the report but she was going to focus on the financial information. She explained that it was under the financial section where the independent auditor's report is located. She added how there is a much larger liability because of new required reporting of the City's portion of PERA. She continued reviewing information and telling the Council where they could find it in the report. She pointed out to the Council that the general fund had a total fund balance of \$2.7 million dollars, that a small portion was in material and supplies, and how a portion of these funds had been set aside for future budgeting which were the funds from the sale of the Riverwalk. Council President Olstad asked since the funds were not moved or transferred until 2016 was it proper for those funds to be here. Ms. Mulroy said it was her understanding the Council had discussed this in 2015 and that there are different ways it can be reported.

Council President Olstad asked if the fund balance could reflect the actual reserve amount which is more than 21%. Ms. Mulroy said it should. He asked again if showing this here was correct. Ms. Mulroy stated how there was percentages given in the management letter along with the State recommendations. She said without including that it would have been at 21% but if it was included which it should be the fund balance would then be 30%. She added the State minimum recommendation is 35%. Council President Olstad stated the report shows 21% but that really wasn't the case. Discussion followed about

how the funds were not moved until 2016. Ms. Mulroy said they could change the management report to say 30%.

Ms. Mulroy continued reviewing the status of funds, a review of the actual versus the budgeted numbers for 2015, and there was a review of the business like type of activities. She went on with pointing out where to find certain information about some of the changes in the notes to the financial statement which included an explanation of the requirement of reporting the net pension liability, the transfer of the levee fund, and the transfer of the housing program out of the City. She then asked for questions or comments. She informed the Council that the new pension standard is required to be reported by any government entity that invests in a defined pension plan so it should not affect the City's bond rating. Council member Vetter said the EDA is still there it was just the housing program that was transferred. Ms. Mulroy agreed. Council member Vetter said the first sentence states it was dissolved. Ms. Mulroy commented that it was bad wording.

Council President Olstad asked if there were any more questions. Council member Pokrzywinski said going back to the fund balance, he asked if it wasn't too difficult to make that change. He added that one reason why it was important to the Council was because there was a significant increase to the levy and the public had been told it was to help restore the fund balance. Ms. Mulroy said the change could be made and they would update the booklet. She added that if there weren't any questions on the CAFR she would review the remainder of the management report.

Ms. Mulroy started by saying the reserve percentage would be changed to show it was at 30% accounting the Riverwalk sale proceeds. She continued talking about the internal controls that could be improved on as well as other items that could be done in a timely manner. Council President Olstad asked what the timeline was for completing reconciliations and who would be the person that should be reviewing those. Mr. Murphy said the person has been hired that will be starting the first part of August and once that person is in place the bank reconciliation plan is to have them start in September. Council President Olstad commented that this wasn't the first time this had been on the report and asked how timely the bank reconciliations are being done and how far behind the reconciliations are. Mr. Murphy said this is months behind. Discussion followed about how the person that was hired will be helping with this process, how the City Administrator would like to see the process work, how it is difficult for a city the size of East Grand Forks to have a completely independent reviewer, and a recommendation would be to include a council member in the process.

Council member Buckalew asked if there was a timeline or a goal set of when the reconciliation needs to be completed each month. Mr. Murphy said at other cities he has worked at the reconciliations were given to the councils at the second meeting of each month. Council member Buckalew asked if that time frame was reasonable. Ms. Mulroy said it was. She continued on reviewing the other accounts and how they should be reconciled periodically instead of only at year end. She commented that with a new person they could be given the task of reviewing the other accounts. Council President Olstad asked if there were any other questions. There were none. Council President Olstad thanked Ms. Mulroy for coming in.

2. City Engineer/State Aid Engineer – Greg Boppre

Mr. Boppre said the Council had seen his request for action and how this would be a name change from him to Mr. Emery. He commented that it was time for this transition happen. He added how the Council has seen Mr. Emery more at meetings and that he will still be around. Council member Tweten

stated to move this on for approval. Mr. Emery mentioned that it would be an honor to be the City Engineer. He stated that he had started with the company about 20 years ago, that he has learned a lot over the years, and how Mr. Boppre will be a great reference for him.

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

3. Request to Consider Amending Transportation Improvement Program – Greg Boppre

Mr. Boppre said they would need direction from the Council on if they would like to keep the current project which was 10th Street NE or if they would like to change it to the round-a-bout. He stated there was an error and the City would be receiving \$858,000, not the \$750,000 that was listed. He reviewed the ICE Study, that the consultant had raised the construction cost to \$1.4 million, and how the round-a-bout was eligible for federal funds. He asked if the Council wanted to amend the TIP or keep it the same.

Council President Olstad stated that after reviewing the information and talking with residents it was his belief to leave things as they currently are. He added he knows there are transportation issues, there may be a different solution, and at this time things should be left as they are. Mr. Boppre commented to look at the numbers and what the return on investment which would not be much gain in value for a round-a-bout. He added there is probably a future for a round-a-bout but that it was his opinion it wasn't today.

Council member Tweten said he thinks they should keep the project of 10th Street NE and start developing an extension of the industrial park. He commented how preliminary ideas have been drafted, the EDA no longer has any land to sell, and the Council should instruct the engineers and city attorney to lay out a future plan to go all the way out to the state building. He added how it could be expanded incrementally and that this would allow the EDA to help develop more businesses. Council member Vetter said it was his understanding that 10th Street was going to be done in case American Crystal developed a north end entrance and how that won't be happening. He added to spend that kind of money on 10th Street is wastefully. He stated that people in his ward were looking for something out on Bygland Road to help with traffic issues and that the round-a-bout is the first option. He added it may not be the best fix but he thinks that it would help significantly.

Council member Pokrzywinski said he hadn't heard the number of concerns that others had about the round-a-bout and how there is resistance to round-a-bouts because people are not use to them. He added that he had read Mr. Tasa's letter, how there are concerns, and asked if the issues that were brought up in the letter were solvable. Mr. Boppre said he thinks they are. He continued saying that if the Council does decide to move forward with the round-a-bout they have studying to do and a reason the construction estimate went up is because there is barely enough right-of-way for this project so there is a possibility the City would have to purchase two properties to make sure this project is done right. He stated that Mr. Tasa had to review this project and approve it before it would qualify for federal funds which it does. He added that if the round-a-bout is what the Council would like to do they will figure and make it work.

Council member Pokrzywinski commented that both projects were to happen in Ward 2 which is his ward. He said he didn't have a single complaint about getting 10th Street NE done but been flooded with residents who are not able to get on to Bygland Road in the morning. He said if there isn't going to be a 32nd Ave bridge any time soon and this is a more urgent problem that needs a quicker resolution. Mr. Boppre suggested if they go that direction they usually start a year in advance so the Council should

change the TIP and start the process right away since because there will be parts of the process that take time. Council member Pokrzywinski asked if they could change when they get the funds if needed. Mr. Boppre explained how funding could be pushed backward if more time was needed. Mr. Emery told the Council that he has had received phone calls from the property owners in the area of where the round-a-bout would go and if this moves forward there will be an education process to make people understand what is happening.

Council Vice-President Grassel stated that he agreed with Mr. Boppre and that this project needs to be done right. He said the people that he has talked with are concerned about the education part of that round-a-bout as well and how he is worried there could be people bypassing the round-a-bout if they don't want to deal with it. He commented how they don't want a round-a-bout out there but if this is the way to solve this problem then the Council should take a look at it. Council member Buckalew stated that he sympathizes with the people on the south end. He said he didn't like the 10th Street NE project, he didn't think that the trucks would be using it, and to take a look at the round-a-bout project as well as seeing if the issues Mr. Tasa has brought up could be resolved. He said if they could take a look at Byglund Road and if it makes sense to move forward with it. Mr. Boppre reminded the Council that if they wanted to change the TIP it is relatively easy and make sure it gets on the MPO agenda. He added that they can start looking into some of the questions and concerns that Mr. Tasa brought up. He stated that just because they change the TIP doesn't mean it can't be changed again in 2017 because it is a revolving process.

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

4. Request for Off-sale License at VFW – David Murphy

Mr. Murphy explained that the City had been approached and received an application for an off-sale license for the VFW who currently has an on-sale license. He stated that the fee for an off-sale license was \$150 per year and that there was a representative from the VFW to answer any questions the Council may have. Council President Olstad asked how products would be sold and if the inventory for on-sale was also going to be used for off-sale. Mr. Ringstad said they were just looking at selling beer and wine. He said they didn't have any intention of selling full liquor. He said they don't have any intention of selling more than just the beer and wine because it would require a lot more space than what they have available. He said they were hoping to make enough to pay for the license fee and to be able to provide this service for the people in the area.

Mr. Galstad stated he had been contacted and asked to look into this. He explained that 4th class cities are able to allow combination licenses. He continued saying that there would have to be a way to monitor the sales since off-sale has different restrictions than on-sale. He said there isn't anything in the City ordinance addressing this, the State statute would allow this, and it is a matter of working through the details. Mr. Ringstad said they haven't been involved with the off-sale before, the State has their requirements, and they will definitely follow all of the rules.

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

5. Policy on Sale, Lease, or Option of City-Owned Land – Paul Gorte

Mr. Gorte said that Mr. John Marshall was setting up he would address the last item first. He explained that before he started working at the City Ms. Ellis had started drafting a policy regarding the purchase,

lease, or option city-owned property. He commented how he has revised the policy to also include the EDA as well. He explained that this policy establishes the procedure to be used when someone would like to purchase, lease, or option city-owned property. He said this did not apply to the residential lots. He added that the EDA Board had looked at this the previous week and sent it on for the Council to review and possible adoption. Council President Olstad asked if there were any questions.

Council member Vetter asked to remove the City Administrator from setting the price of property. He said it was brought up to streamline the process, he agreed that the Planning Commission and EDA Board should review the properties but suggested having them sign off on the lots before the lots would be put up for sale and then everything else could flow through the City Council. Mr. Gorte said that is how he thought that this would work. Council member Vetter stated it seemed it would have to go through the three boards once there was an offer made and that he could have misunderstood. Mr. Gorte said if an offer made to the City that hadn't been contemplated this would be the process they would have to go through. He stated that there are properties which need to be determined if they are surplus properties or not and if so the process would begin. Council member Vetter said the policy may need to be reviewed to where it identifies the properties, having them go through the entities, and then once a property is identified for sale then it would just go to the City Council to help streamline the process. Mr. Gorte suggested having two separate policies that are related, with one being properties that are already identified and the other when a person approaches the City about a property. Discussion followed about what kind of circumstances a person would approach the City to buy property and a review should be done to make sure all easements are in place before selling the property. Mr. Gorte stated staff was included for that reason.

Council member Pokrzywinski stated there could be many different kinds of uses for the property and that the Planning Commission may need to sign off on that use. Mr. Gorte explained that if the use is in line with the zoning ordinance than the Planning Commission had already approved the use for that site. He said if they were proposing something different to where the property would need to be rezoned it would then go through a separate process. Mr. Gorte told the Council he would bring a revised version back to the Council in about a month.

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

6. Website Presentation from Golden Shovel – Paul Gorte

Mr. Gorte told the Council that the EDA was looking at ways to improve the website. He explained how they had formed a marketing committee who invited Mr. Marshall to come and show what his company could do for the EDA. He added how the price would be the same for the entire City, this may be something the Council could also consider to be used for the City, and asked for the Council's input. He then turned it over to Mr. Marshall. Mr. Marshall thanked the Council for allowing him to come a present. He explained they are a Minnesota based company that works exclusively with governments which allows them to focus on government needs. He informed the Council how this company stays up-to-date, how they continue to grow, and reviewed what services could be provided to the City. He then asked for questions.

Mr. Gorte informed the Council that there is a \$950 per month and no upfront creation fee. Mr. Marshall added that it is a 30 day contract and that their staff would be at the City's disposal so even with full access information could be sent for them to be added to the site. Council President Olstad asked if there were any other questions. Council member Pokrzywinski asked how the monthly meeting takes

place and who is involved with that meeting. Mr. Marshall explained the City would have to pick would they would want to be included on that committee and have them report back to the Council. He added that usually it is a webinar meeting to keep things convenient.

Council member Vetter asked if the \$950 fee was just for the EDA but that it would include the City if the Council decided to move this direction. Mr. Marshall said that was correct. Council member Vetter then asked Mr. Gorte if the EDA was going to pay the fee. Mr. Gorte stated they had included funds in the budget for something like this and then the Council could decide how it would be paid for after the first year. Council member Vetter then asked what the City pays for the current website. Mr. Marshall stated being in the industry and knowing the City's current provider the City pays somewhere between \$4,000 to \$6,000 per year. He then reviewed some differences between the current service and what Golden Shovel could provide. Council member Buckalew asked if payments can be made online using their system or if the City would have to set up something else. Mr. Marshall said it can be done through their system because they can integrate any third party technology into the site but that the City but the City would have to purchase the payment software for that. Discussion followed about possible advertising and the use of promo codes.

Council President Olstad commented that he liked how they are marketing and promoting the City which could be a great tool. Mr. Gorte stated that the Council could look at other clients to see different setups. Council member Buckalew asked how the Council will proceed. Council President Olstad said the idea was to have the information presented, come up with questions, meet with IT staff, and then have this item brought back to a future work session for further discussion.

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

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADJOURN THE JULY 26, 2016 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:32 P.M.

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

Voting Nay: None.

Absent: DeMers.

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, AUGUST 2, 2016 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for August 2, 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, and Henry Tweten.

Karla Anderson, Finance Director; Dan Boyce, Water & Light Manager; 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; 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 of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of July 19, 2016.

A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE ITEM ONE (1).

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

Voting Nay: None.

Absent: DeMers.

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.

- 2. Consider approving the Parade Application Permit for Heritage Days for August 18, 2016.
- 3. Consider adopting Resolution No. 16-08-71 approving Robert Bratvold as an alternative election judge for the 2016 election cycle.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE ITEMS TWO (2) AND THREE (3).

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

Voting Nay: None.

Absent: DeMers.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

- 4. Regular meeting minutes of the Water, Light, Power, and Building Commission for June 16, July 7, and July 14, 2016.
- 5. Regular meeting minutes of the Economic Development Authority Board for June 7, 2016.
- 6. Regular meeting minutes of the Cemetery Commission for April 29, 2016.
- 7. Regular meeting minutes of the Planning Commission for June 9, 2016.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

- 8. Consider approving Mr. Steve Emery as the City Engineer/State Aid Engineer for the City of East Grand Forks.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE MR. STEVE EMERY AS THE CITY ENGINEER/STATE AID ENGINEER FOR THE CITY OF EAST GRAND FORKS.

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

Voting Nay: None.

Absent: DeMers.

- 9. Consider adopting Resolution No. 16-08-73 amending the 2018 Transportation Improvement Program funds to be used on the construction of a round-a-bout at the intersection of Bygland Road and Rhinehart Drive.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 16-08-73 AMENDING THE 2018 TRANSPORTATION IMPROVEMENT PROGRAM FUNDS TO BE USED ON THE CONSTRUCTION OF A ROUND-A-BOUT AT THE INTERSECTION OF BYGLAND ROAD AND RHINEHART DRIVE.

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

Voting Nay: None.

Absent: DeMers.

10. Consider approving the Off-sale Intoxicating Liquor License Application for the VFW Post 3817 located at 312 Demers Ave, East Grand Forks, MN 56721.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE THE OFF-SALE INTOXICATING LIQUOR LICENSE APPLICATION FOR THE VFW POST 3817 LOCATED AT 312 DEMERS AVE, EAST GRAND FORKS, MN 56721.

Mr. Galstad stated the City’s current ordinances do not address this but it is allowed by State statute. He asked if the Council was going to give any direction to possible requirements the VFW would have to follow along with the off-sale rules and statutes that are currently in place. Council President Olstad commented he had some of the same questions and how off-sale transactions would be tracked. Mr. Murphy commented in the city he had previously worked there was more than one location that had a combination license, that the City didn’t need to have a provision for this, but they could be more restrictive than the State and how again it wasn’t a requirement.

Council member Buckalew asked Mr. Galstad what he recommended. Mr. Galstad commented how this item could be tabled so they could check with the VFW to see how they would be handling the off-sale sales. Chief Hedlund stated he didn’t have any major concerns about this, how they would be using the honor system if it was sold at the bar, and that he was not opposed to this. More discussion followed about people purchasing off-sale but not leaving the establishment after the purchase and how there could be a meeting with the manager to discuss some of the questions and issues.

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

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

Voting Nay: None.

Absent: DeMers.

CLAIMS:

11. Consider adopting Resolution No. 16-08-72 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 24650 for a total of \$1,229.75 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY

COUNCIL MEMBER VETTER, TO ADOPT RESOLUTION NO. 16-08-72 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 24650 FOR A TOTAL OF \$1,229.75 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

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

Voting Nay: None.

Abstain: Buckalew.

Absent: DeMers.

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

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

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

Voting Nay: None.

Absent: DeMers.

COUNCIL/STAFF REPORTS:

Mr. Murphy informed the Council that next week the meeting will need to be done by 6:00pm because of the primary election. He added that a ground breaking ceremony for the interconnect project was being planned for August 15th at 2:30pm which will be held by the north end walking bridge and will be followed by a reception at City Hall.

Mr. Emery thanked the Council for the opportunity to serve as the City Engineer. He also informed the Council that a preconstruction meeting for the interconnect project had been held earlier in the day and preliminary work will be starting the following week.

Ms. Nelson added that the work session next week would be held in the Council Chambers since the Training Room will be used as a polling place.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER VETTER, TO ADJOURN THE AUGUST 2, 2016 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:18 P.M.

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

Voting Nay: None.

Absent: DeMers.

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, AUGUST 9, 2016 – 5:00 PM**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for August 9, 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, Henry Tweten, and Marc DeMers.

Karla Anderson, Finance Director; Dan Boyce, Water & Light Manager; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Mike Hedlund, Police Chief; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; and Megan Nelson, Executive Assistant.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

1. Proposed Fee Increases for Winter Activities – David Murphy

Mr. Murphy informed the Council that the winter activity fees in the Park and Recreation Department. He explained that there was quite a bit of online usage for the summer activities, that there was an increase to summer activities to cover the fee for the online charges, and how a 3.1% increase is needed for the winter activities to cover the fee. Council Vice-President Grassel asked if the summer activities were increased by the same percentage. Mr. Murphy said it was basically a \$5 increase to most of the fees for both summer and winter activities. Discussion followed about how the fees are taken out before the City receives the funds, how the setup for the current site was considerably less than what have been previously proposed, and the list of winter activities was going to be sent out with the Water and Light bills this year.

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

2. Request for Street Repairs – Jeremy King

Mr. King informed the Council there were three areas that could use street repair work. He explained repairs that were needed on 20th Street NE by the tech school, the east frontage road of Highway 220, and an area on 2nd Street NW. He added how there was an option to include replacing the curb and gutter as well as the panels on 2nd Street NW. Mr. King asked for approval to move forward with the

street repairs needed on 20th Street NE with Miller Motivations. He then asked for approval to move forward with repairs on the frontage road with Opp Construction. Mr. King then asked for input from the Council on if and how they would like to move forward with the work on 2nd Street NW. Council President Olstad commented how the crown of 2nd Street NW was fine and asked if removing the panels was necessary. Mr. King stated that the panels could last longer on this street. Discussion followed about how these projects were determined, how there is a water leak on 20th Street NE so they will be working with the Water and Light Department on that repair, and that 2nd Street NW was still functional.

These items will be referred to a City Council Meeting for action.

3. Request to Purchase Records Management System – Mike Hedlund

Chief Hedlund explained to the Council how a new record system was needed in the police department. He gave a presentation about a proposal from Zuercher Technologies for a new system. He stated how this system would be used by both the Crookston Police Department and the Polk County Sheriff's Department so it would have to be approved by all three agencies. He reviewed the benefits the department would have utilizing this system. He told the Council about the issues the department is having with the current system, how they spend approximately \$8,500 per year on maintenance fees with the current setup, and that the maintenance fees for the Zuercher System would be approximately \$11,000 per year. He then asked for questions. Discussion followed about how many years of records were needed to be kept, that moving forward would be contingent upon the other agencies approving the proposal, how it could help officers work more efficiently and that the system could be customized for what the department needs.

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

4. Update on VFW Post 3817 Off-sale Request – Ron Galstad

Mr. Galstad informed the Council he had talked with the manager at the VFW. He explained how they will be following the rules for off-sale, they can designate off-sale purchases on their system, and they will be requiring any off-sale purchases to be taken out of the premises immediately after the purchase is complete. He added that he is satisfied with how things will be handled and recommended that Council move forward with approving the application.

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

Other

Mr. Murphy stated that an invitation had been handed out to all of the Council members for the ground breaking ceremony for Monday, August 15th.

Chief Hedlund reminded everyone about the meet and greet ice cream social that will be taking place on Thursday, August 11th from 5:30pm until 8:00pm weather permitting. He stated that it will be held inside City Hall if the weather didn't cooperate and that this would be a chance for the public to meet people from different departments and other agencies that serve the City.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER VETTER, TO ADJOURN THE AUGUST 9, 2016 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:35 P.M.

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

Voting Nay: None.

Absent: Buckalew and Pokrzywinski.

David Murphy, City Administrator/Clerk-Treasurer

Request for Council Action

Date: August 3, 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: Mark Dragich
Parks and Recreation

RE: Proposed Fee for winter Activities 2016-2017

Please find the proposed Winter Activity fees for 2016-2017. Both the last year's fees and the proposed fees are listed for your review. The proposed fees show a slight increase from prior years. The increase in fees is setup to cover the transaction fees charged through the online registration system which we began using this past spring. The fees for the registration process are 3.1% and \$1.25 per transaction. Including the transaction fees into our fees listed is a cleaner process for the people registering. The online registration worked very well for us this past spring.

Recommendation: Approve Activity Fees as listed.

Enclosure: 2016-2017 Winter Activity Fees

RESOLUTION NO. 16 – 08 - 74

Council Member _____, supported by Council Member _____, introduced the following Resolution and moved its adoption:

WHEREAS, the Park and Recreation Department started online registrations for programs,

WHEREAS, there are additional charges for online registrations so it has been suggested for the fees to be increased to cover the additional cost, and

NOW THEREFORE BE IT RESOLVED the Council of the City of East Grand Forks adopts the fees and policy listed below for the 2016-2017 winter season which will remain in effect until superseded.

<u>Activity</u>	<u>2015-2016 Fee</u>	<u>2016-2017 Fee</u>
<u>Figure Skating (Learn to Skate)</u>		
Snowplow Sam	\$25.00	\$30.00
Basic 1-6	\$75.00	\$80.00
Hockey 1-6	\$75.00	\$80.00
Freestyle(Pre-Free Skate & Free Skate	\$100.00	\$110.00
Comets Synchro	\$35.00	\$35.00
Competitive Synchro	\$275.00	\$285.00
Private Ice	\$100.00	\$110.00
Coaches Private Ice Fee	\$50.00	\$60.00
<u>Hockey</u>		
Mites(Mini Mites)	\$75.00	\$80.00
Peanuts(Mites)/8U	\$175.00	\$185.00
Squirts/10U	\$225.00	\$235.00
Peewee/12U	\$375.00	\$390.00
Bantam/15U	\$375.00	\$390.00
Family Cap (Activity Fees Only)	\$650.00	\$675.00
Pre-Season Clinic Squirt/10U & Up	\$50.00	\$55.00
Pre-Season Clinic Mini-Mites/Mites/8U	\$40.00	\$45.00
Polk County Resident not in City Limits	\$20.00	\$25.00
Non-Resident(Out-of-State)	Double All Fees	
Late Registration Fee	\$25.00	\$25.00

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

The President declared the resolution passed.

Passed: August 16, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of August, 2016.

Mayor



Renewal Application for Optional Liquor 2AM License

License Type: 2AM-100K-5001 Expires On: September 23, 2016 ID Number: 18926

DBA

FOE Aerie 350
Dacotah Aerie
227 10th St NW/PO Box 482
East Grand Fks MN 56721

Business Phone: 2187730077

If any of the above licensee information is not correct, please make corrections as necessary.

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, 445 Minnesota St., Suite 222, 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
- \$1000 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 the city or county that issues your liquor license 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 2AM)

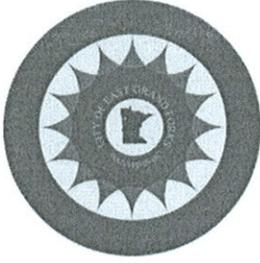
Licensee Signature Dean M. Knutson Date 9-3-2016
(I certify that I have answered the above questions truthfully and correctly)

Licensee Minnesota Tax ID Number (Required): 8080220

Licensee: Prior to submitting this application to the Alcohol & Gambling Enforcement Division you must have this form signed by your local city or county licensing official

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
445 Minnesota Street, Suite 222, St. Paul, MN 55101-5133
Telephone 651-201-7500 Fax 651-297-5259 TTY 651-282-6555
dps.mn.gov

Handwritten notes:
7-18-16
OK
SK



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

Extreme North Dakota Racing	218-791-8673		
<i>Organization Name</i>	<i>Organization Phone Number</i>		
3707 Simonview Ct	GF	ND	58201
<i>Organization Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

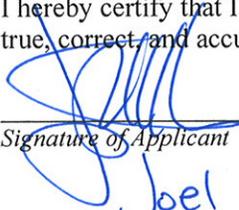
Applicant Information

Joel Larson	218-791-8673		
<i>Applicant Name</i>	<i>Applicant Phone Number</i>		
3707 Simonview Ct	GF	ND	58201
<i>Applicant Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

Special Event Information

September 10, 2016	8:00AM	8:00PM
<i>Date of Event</i>	<i>Start Time</i>	<i>End Time</i>
Extreme North Dakota Uff Da Mud Run is a 3.5 mile obstacle race.		
<i>Explanation of Event</i>		
Race will be on GF/EGF Greenway (see attached map)		
<i>Route/Area of Event (include map)</i>		
n/a		
<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

Joel Larson

Print Name

8/2/16

Date

Director

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
K2 INSURANCE MARKETING, INC.
40960 California Oaks Rd #132
Murrieta, Ca 92562
Lic. # OG71710

CONTACT NAME: Joy Lynn Hemme
PHONE (A/C No. Ext): 800-741-4911 FAX (A/C, No): 951-398-5170
E-MAIL ADDRESS: joy@k2brokers.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Starr Indemnity & Liability NAIC # 38318

INSURED
Extreme North Dakota Racing
(ENDracing)
3707 Simonview Court
Grand Forks, ND 58201

INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event	X		1000107723	02/21/16	11/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Participant Legal Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Bikecicle 15 mile Fat Bike Race February 21, 2016 END-SURE - 25K 50K 100K Trail Run March 19, 2015
 END-SPAR - 6 hour adventure race May 7, 2016 END-WET - 36 mile swim June 18, 2016
 The Wilderman - Off Road Triathlon (Iron Distance) July 16-17, 2016 Uff Da Mud Run - 3.5 Mile Obstacle Race September 10, 2016
 END-Tombed and END-TRAILS - 12 hour bike/12 hour run Oct 29-30, 2016 Certificate holder is included as additional insured but only with respects to liability arising out of the premises or operations of the named insured for the event dates shown above per endorsement form CG 20 12 04 13 ADDITIOINAL INSURED STATE OR POLITICAL SUBDIVISIONS - PERMITS; attached to this certificate.

CERTIFICATE HOLDER

City of East Grand Forks
600 Demers Ave
East Grand Forks, MN 56721

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held July 21, 2016 at 5:00 P.M.

Present: Loven, Grinde, Tweten

Absent: Quirk

It was moved by Commissioner Tweten seconded by Commissioner Grinde that the minutes of the previous meetings of July 7 and July 14, 2016 be approved as read.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Tweten to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$442,976.35.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Tweten to approve the Utility Relocation Agreement with Green Acres on a new development and sharing the cost of moving and installing electrical service as set forth in the agreement.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Tweten to authorize WSN to prepare plans and specs for the WTP Carbon Feed System Replacement Project.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Tweten to approve the Special Assessment Agreement at 1% interest for a term up to 10 years for lead service replacement and up to 20 years term for sewer replacement.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Tweten to authorize Jeff, Distribution Superintendent, to move forward with the quote from Border States to order materials needed for the Green Acres Project as approved earlier by Dan, General Manager.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Tweten seconded by Commissioner Grinde to adjourn to the next regular meeting on August 4, 2016 at 5:00 P.M.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

Lori Maloney
Secretary



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar St., Suite 222, St. Paul, MN 55101-5133
 (651) 201-7507 FAX (651)297-5259 TTY(651)282-6555
 WWW.DPS.STATE.MN.US



APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE

No license will be approved or released until the \$20 Retailer ID Card fee is received

Workers compensation insurance company. Name Security Walk Ops (Amtrust) Policy # SWC1076088

Licensee's MN Sales and Use Tax ID # 8147301 To apply for a MN sales and use tax ID #, call (651) 296-6181

Licensee's Federal Tax ID # 41-0497367

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

Licensee Name (Individual, Corporation, Partnership, LLC) <u>VFW Post 3817</u>		Social Security #	Trade Name or DBA
License Location (Street Address & Block No.) <u>312 Demers Ave</u>		License Period From <u>7-1-16</u> To <u>7-1-17</u>	Applicant's Home Phone # <u>218-773-2481</u>
City <u>East Grand Forks</u>	County <u>POLK</u>	State <u>MN</u>	Zip Code <u>56721</u>
Name of Store Manager <u>Patricia Sauskojus</u>		Business Phone Number <u>218-773-2481</u>	DOB (Individual Applicant)

If a corporation or LLC state name, date of birth, Social Security # address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner.

Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
<u>Wendell Timothy Saerlien</u>	[REDACTED]	[REDACTED]	<u>Commander</u>		<u>288 Circle Mills Rd Grand Forks, ND 58201</u>
<u>Craig Charles Danula</u>	[REDACTED]	[REDACTED]	<u>De. Vrc</u>		<u>2144 21st Ave NE McKinock, ND 58258</u>
<u>Cory Frederick Rudgeon</u>	[REDACTED]	[REDACTED]	<u>Quartermaster</u>		<u>East Grand Forks MN, 56721</u>
<u>William Lexton Bridges</u>	[REDACTED]	[REDACTED]	<u>Adjutant</u>		<u>1504 Aspen Dr. NE East Grand Forks MN 56721</u>

- If a corporation, date of incorporation _____, state incorporated in _____, amount paid in capital _____. If a subsidiary of any other corporation, so state _____ and give purpose of corporation _____. If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota? Yes No NA
- Describe premises to which license applies: such as (first floor, second floor, basement, etc.) or if entire building, so state.
Entire Building Main (West) Floor
- Is establishment located near any state university, state hospital, training school, reformatory or prison? Yes No If yes state approximate distance. _____
- Name and address of building owner: VFW Post 3817
Has owner of building any connection, directly or indirectly, with applicant? Yes No
- Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued? Yes No If yes, in what capacity? _____
- State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details. NA
- Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota?
 Yes No If yes, give name and address of establishment. _____

8. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment? Yes No
9. State whether applicant has or will be granted, an On sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises. Yes No Will be granted ALREADY HAVE ON SALE LICENSE
10. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License. Yes No Will be granted ALREADY HAVE SUNDAY LICENSE
11. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality. N/A
12. State Number of Employees _____
13. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)? _____
14. If this license is being issued by a County Board, is it located in an organized township? **If so, attach township approval.**

1. State whether applicant or any of the associates in this application, have ever had an application for a liquor license rejected by any municipality or state authority; if so, give dates and details. NO
2. Has the applicant or any of the associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give dates and details. 1 Day Operation Suspension For Failing Compliance Check on 4-18-16
3. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere, including State Liquor Control penalties? Yes No If yes, give dates, charges and final outcome.
4. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. Yes No If yes, attach a copy of the summons.

This licensee must have one of the following: **(ATTACH CERTIFICATE OF INSURANCE TO THIS FORM.)**

Check one

- A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.
- or
- B. A surety bond from a surety company with minimum coverage as specified in A.
- or
- C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

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

Print name of applicant & title <u>Wendell T. Sorlien, Commander</u>	Signature of Applicant <u>Wendell Sorlien</u>	Date <u>7-21-16</u>
---	--	------------------------

REPORT BY POLICE/SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota or municipal ordinances relating to intoxicating liquor except as follows:

Police/Sheriff's Department	Title	Signature
County Attorney's Signature		PS 9136-(2009)

IMPORTANT NOTICE

All retail liquor licensees must register with the Alcohol, Tobacco Tax and Trade Bureau.
For information call (513) 684-2979 or 1-800-937-8864

DRAFT FOR REVIEW ONLY – NOT FOR EXECUTION

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

LAND LEASE AGREEMENT

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

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain real property located east of the Fire Station located at 243 5th Ave SE, East Grand Forks, MN 56721, as being further described in Exhibit “A” attached hereto and made a part hereof (the entirety of LESSOR’s property is referred to hereinafter as the “Property”), being described as a twenty two (22) foot by forty eight (48) foot parcel containing One Thousand Fifty Six (1,056) square feet (the “Premises”). LESSOR also agrees to provide a license for the non-exclusive right (the “Access Right”) for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or in an area extending from the nearest public right-of-way, Bygland Rd SE, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more designated areas from the Premises (“Utility Area”) with such rights being substantially as described herein in Exhibit “A” attached hereto and made a part hereof.

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

3. **TERM; RENTAL.**

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

DRAFT FOR REVIEW ONLY – NOT FOR EXECUTION

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

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

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

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

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

5. **EXTENSION RENTALS.** The annual rental for each five (5) year extension term shall be equal to one hundred ten percent (110%) of the annual rental payable with respect to the immediately preceding five (5) year term.

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6. **ADDITIONAL EXTENSION.** If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years. Annual rental for the additional five (5) year term shall be equal to one hundred ten percent (110%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the “Term”.

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

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

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

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

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

10. **INSURANCE.**

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

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

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

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

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

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

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

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

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

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16. RIGHT OF FIRST REFUSAL. Intentionally Omitted.

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

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

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

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

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

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

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assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises (but not ground space as discussed herein) within its sole discretion. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. Notwithstanding the foregoing, LESSEE shall not lease any ground space to a third party sublessee without the prior written consent of LESSOR. Any such sublessee must enter into a separate ground lease or other related agreement with LESSOR for the placement of sublessee ground equipment. In the event LESSEE installs a communications tower as part of its equipment installation and permitted use, LESSEE agrees to supply, provided that the tower can structurally accommodate the sublessees required equipment and all potential interference and design issues can be appropriately addressed, access to and the opportunity of any such sublessee to collocate equipment on the LESSEE's tower. LESSEE agrees to work in good faith with any such sublessee to review plans and negotiate an agreement to utilize space on LESSEE's tower. LESSEE does not guarantee the performance of any sublessee with respect to the terms of any agreements between sublessee and LESSOR.

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

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

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

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

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

25. **SUBORDINATION AND NON-DISTURBANCE.** Intentionally omitted.

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

27. **DEFAULT.**

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, with such cure period not to be extended beyond one hundred twenty (120) days from the date of the original notice provided by LESSOR. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

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

28. **REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the

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state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

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

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

31. **CONDEMNATION.** In the event of any condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally

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set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

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

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

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

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

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

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Remainder of page intentionally left blank

LESSOR:

City of East Grand Forks, Minnesota

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

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

By: _____

Lynn Ramsey

Its: Area Vice President Network

Date: _____

Exhibit “A”

(Legal Description of Property)

Page 1 of 4

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

AND

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

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

AND

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

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

Exhibit “A”

(Sketch of Land Space within Property)

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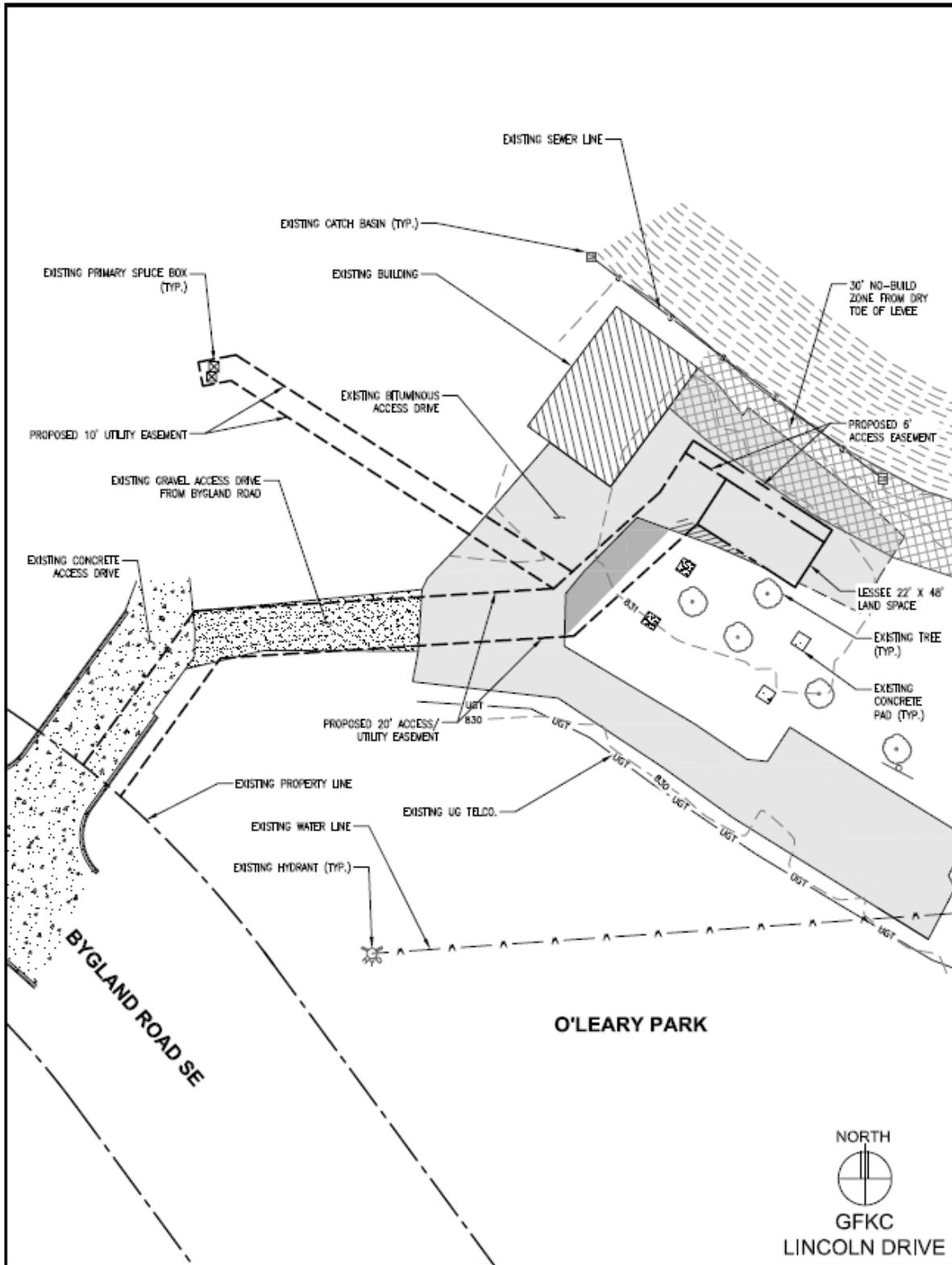
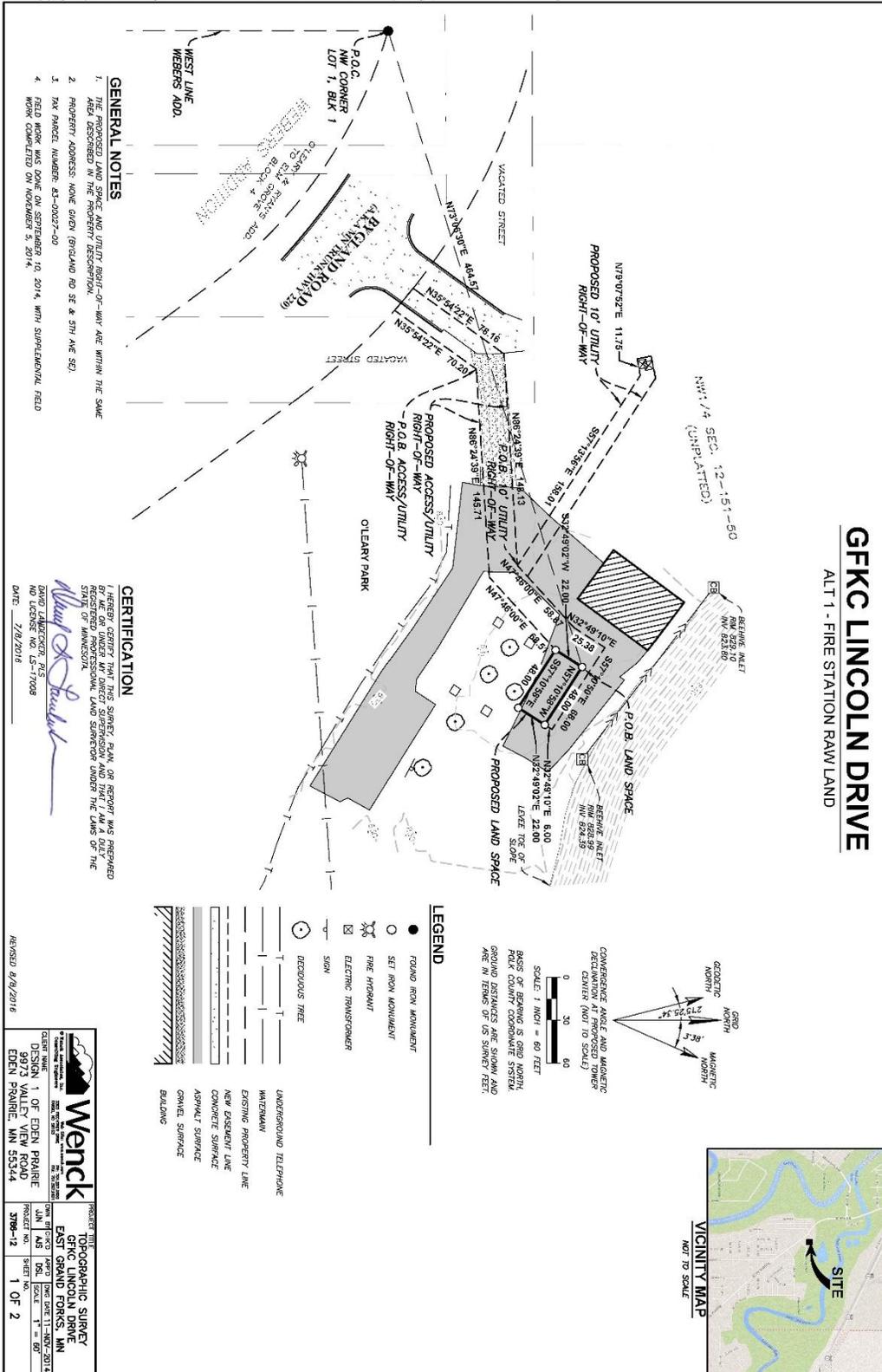


Exhibit “B”

(Survey)

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Request for Council Action

Date: 8-5-2016

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: Jason Stordahl-Public Works Director

RE: Street repairs/panel replacement

We have identified (below) three areas that are in need of street repair.

20th Street NE (just south of the Tech. College) 3 areas

Treatment: Remove existing street panels and replace. Remove a small portion of curb and gutter and replace.

Hwy 220 frontage road (east side of HWY 220, north of Northland Yard Service) 2 areas

Treatment: Remove existing panels and replace. Install new storm sewer pipes, and add insulation to the base.

2nd St. NW (south of Sacred Heart)

Treatment:

Option 1: Remove existing street panels and replace.

Option 2: Remove existing drive over curb and gutter and replace with new high back curb and gutter.

*Estimates for repair will be provided at the Work Session. If Council so chooses to move forward with the repairs, we will pay for the repairs using funds from our streets budget. And the City's streets budget has sufficient funds to cover the cost of repairs.

Recommendation: Remove and replace all damaged street panels and curb & gutter. And ask for Council's guidance as whether or not to proceed with Options 1 and 2 for 2nd St NW area.

Miller Motivations, LLC
 602 12th Street NW
 East Grand Forks, MN 56721

Estimate

Date	Estimate #
8/5/2016	407

Name / Address
City of East Grand Forks 1001 2nd Street NE East Grand Forks, MN 56721

Project

Description	Qty	Cost	Total
SITE LOCATION: TECH. COLLEGE (20th Street NE)			
This quote includes all Demo, Labor, and Installation. Epoxy coated rebar will be installed, 4000 PSI concrete, and surface will have a light broom finish. #1 for 8 panels.		14,586.00	14,586.00
This quote includes all Demo, Labor, and Installation. Epoxy coated rebar will be installed, 4000 PSI concrete, and surface will have a light broom finish. #2 for 6 panels and curb/gutter.		13,680.00	13,680.00
This quote includes all Demo, Labor, and Installation. Epoxy coated rebar will be installed, 4000 PSI concrete, and surface will have a light broom finish. #3 for 4 panels.		7,254.00	7,254.00
This quote includes all Demo, Labor, and Installation. Epoxy coated rebar will be installed, 4000 PSI concrete, and surface will have a light broom finish.			
		Total	\$35,520.00

Phone #
701-741-6060

Customer Signature _____



CONSTRUCTION COMPANY

OppConstruction.com

Offices:
Grand Forks, ND
Fargo, ND

P.O. Box 13530 • Grand Forks, ND 58208-3530 • Phone 701-775-3322 • Fax 701-795-7020

PROPOSAL

Jason Stordahl
EGF Concrete Repairs
7" Non-Reinforced Concrete

August 4, 2016

Opp Construction is pleased to offer the following pricing on the aforementioned project.

Option	Description	Total
20th St NE		
1	7" Non-Reinforced Concrete	\$ 14,900.00
2	7" Non-Reinforced Concrete	\$ 13,600.00
3	7" Non-Reinforced Concrete	\$ 8,800.00
4	Cracksealing on 20th St. NE	\$1.80 / LF

Notes:

- Concrete to be 7" Non-reinforced w/ Epoxy Bars at Centerline and Construction Joints
- Cracksealing includes Transverse, Longitudinal and Random Cracks from 5th Ave NE to frontage Rd
- Hot pour Joint Sealant to be used
- Areas of Repair as per Map supplied by Jason
- All work to be done to City of East Grand Forks Specifications

- Quoted price is good for 30 days.

Exclusions:

- Material Testing
- Does not include Permit if required
- Private Utility Locations

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Grand Forks, ND
Fargo, ND

P.O. Box 13530 • Grand Forks, ND 58208-3530 • Phone 701-775-3322 • Fax 701-795-7020

PROPOSAL

Jason Stordahl
EGF Concrete Repairs
7" Non-Reinforced Concrete

August 4, 2016

Opp Construction is pleased to offer the following pricing on the aforementioned project.

Description	Total
220 Frontage Rd	
R & R 12" Concrete Pipe in 2 Areas	\$ 22,400.00

Notes:

- Concrete to be 7" Non-reinforced w/ Epoxy Coated Rebar at 24" O.C.
- 12" Concrete Pipe to be installed w/ 4" Styrofoam
- 2 areas of work as discussed between Jason and myself
- Any Barrel, Casting or Curb Repair to be Extra
- All work to be done to City of East Grand Forks Specifications

- Quoted price is good for 30 days.

Exclusions:

- Material Testing
- Does not include Permit if required
- Private Utility Locations

Thank You
Aaron Fultz

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Miller Motivations, LLC
 602 12th Street NW
 East Grand Forks, MN 56721

Estimate

Date	Estimate #
8/5/2016	408

Name / Address
City of East Grand Forks 1001 2nd Street NE East Grand Forks, MN 56721

Project

Description	Qty	Cost	Total
SITE LOCATION: HWY 220 FRONTAGE ROAD #1 for replacement of pipe to spec and new street panels. This quote includes all Panels, Demo, new 12" Class 3 RCP pipe, insulation, and fill. This quote includes all Demo, Labor, and Installation. Epoxy coated rebar will be installed, 4000 PSI concrete, and surface will have a light broom finish.		11,000.00	11,000.00
#2 for replacement of pipe to spec and new street panels. This quote includes all Panels, Demo, new 12" Class 3 RCP pipe, insulation, and fill. This quote includes all Demo, Labor, and Installation. Epoxy coated rebar will be installed, 4000 PSI concrete, and surface will have a light broom finish.		11,800.00	11,800.00
		Total	\$22,800.00

Phone #
701-741-6060

Customer Signature _____



OppConstruction.com

Offices:
Grand Forks, ND
Fargo, ND

P.O. Box 13530 • Grand Forks, ND 58208-3530 • Phone 701-775-3322 • Fax 701-795-7020

PROPOSAL

Jason Stordahl
EGF Concrete Repairs
7" Non-Reinforced Concrete

August 4, 2016

Opp Construction is pleased to offer the following pricing on the aforementioned project.

Option	Description	Total
2nd St by Sacred Heart		
1	Approx. 290 LF Curb & Gutter	\$ 12,600.00
2	7" Non-Reinforced Concrete	\$ 23,800.00

Notes:

- Concrete to be 7" Non-reinforced w/ Epoxy Bars at Centerline and Construction Joints
- See attached Map for approx. locations of different Options
- All work to be done to City of East Grand Forks Specifications

- Quoted price is good for 30 days.

Exclusions:

- Material Testing
- Does not include Permit if required
- Private Utility Locations

Thank You
Aaron Fultz

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2013 National AGC Safety Excellence Award Winner



Miller Motivations, LLC
 602 12th Street NW
 East Grand Forks, MN 56721

Estimate

Date	Estimate #
8/5/2016	409

Name / Address
City of East Grand Forks 1001 2nd Street NE East Grand Forks, MN 56721

Project

Description	Qty	Cost	Total
SITE LOCATION: SACRED HEART (2nd Street NW)		31,800.00	31,800.00
#1 Panel replacements This quote includes all Demo, Labor, and Installation. Epoxy coated rebar will be installed, 4000 PSI concrete, and surface will have a light broom finish.			
#2 Curb and Gutter This quote includes all Demo, Labor, and Installation. Epoxy coated rebar will be installed, 4000 PSI concrete, and surface will have a light broom finish.		9,555.00	9,555.00
		Total	\$41,355.00

Phone #
701-741-6060

Customer Signature _____

Request for Council Action

Date: 08/03/2016

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

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Request to Approve the Purchase of Records Management System in 2017

Background: The East Grand Forks Police Department currently has a Records Management System (RMS) that is not adequately meeting our needs. For many years the EGFPD used a system from a company called SMART. In 2010 SMART went out of business and their existing maintenance contracts were picked up by a group of former SMART employees who had formed a new company, TAC10. The EGFPD, Crookston Police Department and the Polk County Sheriff's Office all used SMART but the systems were all independent of each other. Each of our agencies adopted new maintenance contracts with the new TAC10 company because we really didn't have another option at that time without starting with a brand new company. Due to age, as well as multiple other issues, all of our agencies were looking to move on from SMART/TAC10 and researched our other options. A company named Law Enforcement Technology Group (LETG) was rapidly becoming the most commonly used law enforcement RMS in the state of Minnesota. Between myself, Chief Biermaier and Sheriff Erdman we spoke to numerous law enforcement agencies that had switched to LETG and they were ALL very happy with the system. The problem was that the LETG system was cost prohibitive (early estimates had the cost for a system for EGF to be in the range of \$150,000.00.). TAC10 subsequently approached us with a proposal that would allow our three agencies to operate under an "upgrade" of our existing system to an online shared data base and RMS. The upfront cost on this system for East Grand Forks was \$9,463.00 with an annual maintenance cost of \$4,543.00 in the initial year. That cost has risen to \$5,260.00 for our most recent contract. We purchased and implemented this system in the Summer of 2013 – and we have regretted it ever since.

The TAC10 RMS has been an issue since we implemented it. It is a complex system that is very time consuming to use and has not proven to be reliable. TAC10 has subsequently been purchased by two other companies and appears to be not much than an afterthought for its current parent company, Caliber Public Safety. Calls for assistance at night or on weekends are often met with responses that are either unhelpful or at times the staff admits they know nothing about this product. That is not helpful for a public safety organization that operates 24/7/365. While SMART had been a fairly popular RMS in

Minnesota, TAC10 is losing clients at a rapid pace and they have only a literal handful of agencies still with them in Minnesota.

Our three agencies began to have additional discussions about how to best move forward in the area of RMS. Having accurate records is a vital aspect of any business or government agency and this may be more true for a law enforcement agency than for any other. We subsequently contacted LETG and began to make arrangements for a new demonstration of their system. We were subsequently contacted by the LETG representative who we had been dealing with, Dean Gutzke, and we were informed that LETG had been purchased by a much larger company, Zuercher Technology. Zuercher would no longer be selling the LETG product but they would continue to support it indefinitely. The Pine to Prairie Drug Task Force (PTPDTF), of which all three of our agencies are members, had just made arrangements to purchase a LETG system for our Task Force. They were able to get very good (but still expensive) pricing as this was going to be a pilot project as LETG sought to gain entry to the Task Force marketplace. PTPDTF has been up and running on LETG for a short time now and the task force agents seem to really like the system. Zuercher has stressed they will continue to maintain the LETG system, but that system is no longer available to new agencies. We subsequently had a demonstration of the Zuercher RMS from Mr. Gutzke (who was kept on by Zuercher after the takeover). This demo was attended by multiple members of each of our agencies and we were all extremely impressed. Additional discussions were held as we sought to determine what aspects of the Zuercher product each of our agencies would need. When that was completed we each received bid proposals from Zuercher.

One of the reasons for the high cost of the LETG system when we had looked at it previously was the cost for data conversion from our old system to the new system. A law enforcement agencies records and data are its lifeblood and we have to have access to our old data for an extended period of time. Zuercher has refined this process and is now able to do the conversion at a significantly reduced cost which helps the bottom line price. Our current system has 19 years of data and we would be able to transfer all of that to Zuercher if we make this switch.

If purchased the Zuercher system would replace our existing TAC10 RMS but it would also allow us to add features that we do not currently have and either really need, or in one case, are mandated to add by the state. The new Zuercher system would have a Mobile CAD (Computer Aided Dispatch) component that would allow our dispatchers to conduct more efficient silent dispatching when needed. The system also provides AVL (Automatic Vehicle Locator) systems that are a valuable officer safety feature. This system should work efficiently with our in-car computer systems.

Zuercher also provides an Evidence function. For several years our agency tracked our evidence (something that is required by the State) through a basic tracking log on an old second hand computer. When that system became unreliable we converted to a notebook system – as in a paper and pen notebook. This works but is far from efficient and there is significant time wasted by our staff as they seek to track our evidence. The Zuercher Evidence function would be dramatically more effective and efficient.

In addition Zuercher provides eCitation software. The State of Minnesota mandated that all law enforcement agencies begin submitting their citation (ticket) information electronically through

eCitations (rather than submitting the paper copies of citations to the State and the courts) by July 1, 2016. We are currently having one of our secretaries enter this data manually each day. The Zuercher system would allow this information to be entered automatically when the officers issue a citation. Earlier this year, through a MN Dept. of Public Safety grant, we were able to acquire in-car printers and drivers license readers that will work with our in-car computers to automatically submit this information to the state – if we have the proper software. I made multiple requests to TAC10 to get a quote on what it would cost to acquire this software for their system. They were supposedly in the process of developing the software but I never received a quote despite repeated requests.

Reporting is another area that the Zuercher system appears to shine. Our agency has not issued an annual report for a number of years because I am simply not confident in the statistics that the TAC10 system produces. The Zuercher system promises to be much more effective, and accurate and we should be able to produce much more accurate, and useful data – and reports.

Zuercher's maintenance and support staff are also available 24/7.365 and are located in their Sioux Falls, SD offices. This helps to ensure that if there is an issue we can get prompt and reliable assistance.

Cost is still an issue. The proposed price for East Grand Forks to implement Zuercher would be \$84,083.00. This is a significant cost but is much lower than the previous estimate of \$150,000.00 for LETG. There is also the ongoing cost of Maintenance & Support which is scheduled to be \$11,591.00 in year two of the project. This is a significant expense but switching to Zuercher would allow us to end the \$5,260.00 per year maintenance payment to TAC10 as well as a \$3,237.00 payment to Harris for maintenance of the software that our in-car computers use. The Zuercher system also covers areas that we do not currently operate (CAD, Evidence, eCitations) so the cost appears to be reasonable.

Recommendations: Authorize the East Grand Forks Police Department to move forward with an agreement with Zuercher to implement a new RMS in 2017.

Enclosures: Zuercher Public Safety Software Solution Proposal

ZUERCHER

Public Safety Software Solution Proposal

**East Grand Forks
Police Department**



Dean Gutzke
651.259.6123
dean.gutzke@zuerchertech.com

Zuercher Technologies • 4509 W 58th Street • Sioux Falls, SD 57108
605.274.6061 • 877.229.2205



Zuercher Technologies | 4509 W 58th Street | Sioux Falls, SD 57108
605.274.6061 | 877.229.2205

June 24, 2016

Chief Mike Hedlund
East Grand Forks Police Department
520 Demers Avenue
East Grand Forks, MN 56721

Dear Chief Hedlund,

Zuercher Technologies is pleased to provide this updated proposal to the East Grand Forks Police Department (EGFPD) for our public safety software solution. As a follow up to our recent discussion, this proposal will provide the EGFPD with updated pricing for sharing NCIC costs.

Pricing in this proposal is contingent upon the EGFPD, the Polk Sheriff's Office, and the Crookston Police Department all purchasing Zuercher Suite at the same time. The training and Go Live services are broken out for individual agency costing purposes only and are based on the portions of the system which each agency would be using. All agencies would actually receive combined training and Go Live services and that total number of days is not reflected in this sheet.

Similarly, breakout pricing for physical servers has been provided for individual agency costing purposes only. The combined system would use a single set of Zuercher Suite servers which would be located at a place agreed upon the agencies.

If we are fortunate enough to earn the EGFPD's business, we will stand behind our commitment to deliver the required solution and complete the project with the same zealous pledge to customer support and service that we are known for throughout the U.S.

Sincerely,

Dean Gutzke
Account Executive
dean.gutzke@zuerchertech.com
651.259.6123

ZUERCHERTECH.COM

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Non-Disclosure

This confidential document has been prepared by the sales division of Zuercher Technologies and contains ideas, concepts, methods and other proprietary information. Readers are to treat the information contained herein as confidential and may not copy or reproduce any of these materials for distribution outside of their organization without the written permission of Zuercher Technologies.

Zuercher Technologies' Background

In its 13 years of providing public safety software, Zuercher Technologies has never lost a client. This has been achieved by providing a combination of the best software, the best support, and ensuring that clients have the tools they need to succeed.

Because Zuercher Suite is one application with one database, there are no interfaces from one set of functionality to another. All modules use the same database and relate to the same master name and master address indices. As a result, there is no double or triple-entry of information, nor does a user have to remember where the most recent information is stored in the system.

Zuercher Technologies provides a single, comprehensive, level of support for its Zuercher Suite solution. If an agency has a question, no matter when or what, a Zuercher Technologies support person will pick up the phone to answer it. The company backs the solution 100%. There are no arguments about whether the issue is with the hardware or the software – Zuercher Technologies monitors, manages and supports them both.

Zuercher Suite is not stagnant and Zuercher Technologies is not resting on past achievements. Zuercher Technologies continues to expand and improve the functionality of Zuercher Suite with 3 to 4 major releases per year. Agencies receive all updates/releases as part of the maintenance agreement with Zuercher Technologies. Performing massive, disruptive software updates every 3 to 5 years is now a thing of the past. Zuercher Technologies is not adding new functionality for the sake of saying the product is being updated. Rather, new and improved functionality is added because Zuercher Suite clients keep seeing ways that the system can help them be even more efficient and effective.

Between the Custom Forms, Custom Modules, and Reporting functionality in Zuercher Suite, agencies can truly go paperless. Whether the need is for specific forms to be added to the inmate booking process or an entirely new module for managing pet permits or boat licenses, for example, Zuercher Suite is configurable and powerful enough to make that happen.

Zuercher Suite's Benefits

True Integration – Zuercher Suite is a completely unified system from both technical and user perspectives because it was built from the ground up as one application with one database from one vendor. Most public safety software companies describe their products as integrated, which often means that originally disparate modules such as CAD, Records, and Jail were later interfaced together to pass data between modules. Designed and built as a single application, the Zuercher Suite system encompasses Computer-Aided Dispatch, Records Management, Mobile CAD & RMS, Jail Management, Civil Process Tracking, Agency Administration, and more in a manner which is so unified that the term integrated hardly applies.

As one example, information flows from the Field Based Report, back to Records and then to Jail with no loss of data or end-user accountability. There are no separate applications on separate servers which have integration points. It is all one application using one database.

Versatile, Scalable System – Zuercher Suite is remarkably flexible. It is packed with configuration options which allow users to set up the software to match their agency's workflow and business rules, not the other way around. These configuration options allow the Zuercher Suite system to match the needs of agencies with a variety of workflows, as well as to support a single agency's changing needs over time. Since many features can be turned on or off, Zuercher Suite scales well to accommodate the unique needs of both small and large agencies. The company's experience working with agencies of all sizes throughout the US allows Zuercher Technologies to provide functionality to Zuercher Suite clients that most vendors cannot within a single suite of applications.

Workflow at the Core – Every agency is different. As a result, each agency's information and the order in which it is entered can be configured accordingly. Users are made aware when tasks are ready for their attention, ensuring that items are not easily overlooked.

Notifications and Accountability – Zuercher Technologies' philosophy is that until a record is cleared or closed someone is always responsible for it. Open calls for service (CFS), open cases, or inmate records being processed are all visible to the responsible user until the record is closed – ensuring that end users and managers become more efficient and remain accountable for their tasks.

Easy to Learn and Use – While Zuercher Suite is rich in functionality, its user interface is clean and crisp, uncluttered by excess fields or tabs. This makes the system easy to learn and allows users to efficiently enter data and quickly view key information. The system is designed to guide users through data entry processes, to organize information logically, and to allow for simple navigation throughout. Powerful searching capabilities provide quick access to needed records, and frequent use of hyperlinks helps users quickly navigate to related records or files.

Powerful Reporting – It is one thing to place data into a system, but something else entirely to get it back out again. Zuercher Suite comes with a built-in report generator which makes analytical reporting a very simple and straightforward task—even for those users who are not highly technical and knowledgeable with regard to report scripting. Best of all, the agency does not need to submit a request for a new report and then wait for someone else to build it. Instead, the agency's own staff can put together most reports within a few minutes of when they are first requested.

Zuercher Suite Overview

Zuercher Suite is a fully integrated public safety software system comprised of Administration, CAD, Records, Mapping, Mobile CAD and Records, Jail, Civil, and more.

It is the outcome of many years of close collaboration with public safety agencies and veterans and has been designed from the ground up to provide the next level in power and ease of use for public safety professionals.

Core Functionality

This section highlights the core functionality which undergirds the Zuercher Suite system.

Key Features

- Fine-grained Permissions
- Internal Messaging
- State/NCIC Queries
- User Dashboards
- Master Indices (Names, Vehicles, Addresses)
- Alerts
- Spell-checking
- Agency-based configurability
- Custom forms and Custom modules
- Full-text Searching
- Record Linking
- Contextual Menus
- Wizards
- Data Auto-population

Mobile CAD

Mobile CAD dramatically improves agency efficiency by enabling silent dispatch and putting powerful Zuercher Suite functionality into the hands of the people who need it most. Mobile CAD works with the desktop CAD to create a streamlined dispatch workflow. The mobile units stay synchronized with Zuercher Suite servers so that mobile users are always up-to-date with incident assignments, including call details, location information, and safety alerts. Mobile CAD users can update their statuses with the touch of a button, enabling dispatchers to closely monitor officer activity. Because all of this can be done without a single call over the radio, Mobile CAD enables silent dispatch, freeing up dispatch personnel and shaving valuable seconds off unit response times.

Mobile CAD is packed with additional features that contribute to efficient, silent dispatch. The instant messaging feature provides a means of rapid, radio-free communication between dispatchers and mobile units. AVL and mapping integration helps units get to incidents quickly and keeps dispatchers better informed of unit movements. Automatic notifications alert Mobile users when BOLOs, special instructions, and new warrants are issued. Mobile users can even run NCIC and state queries, enabling them to quickly check driver's licenses and vehicle registrations.

Records

Records is a records management system that consolidates and automates records processing for public safety agencies. It organizes everything from case reports, to warrants, to sex offender data in an easy-to-use fashion.

Master indices--names, addresses, and vehicles--form the backbone of Records, and tight integration with the other Zuercher Suite modules gives it power. Search for a name just once to find not only demographic information but also every record in the system involving that individual: dispatch incidents, case involvements, citations, civil processes, warrants, inmate records, and more.

Records provides a smooth workflow for case reporting and approval. Case information pulled from CAD eliminates the need for duplicate data entry, and the involvements wizard walks users through the process of matching offenders, suspects, victims, and witnesses to the appropriate offenses. With Records, users can stay organized by attaching case narratives, citations, search warrants, and evidence directly to case reports.

In addition to case management, Records enables comprehensive property and evidence tracking, including a detailed chain of custody log. Records also logs warrants, sex offender data, pistol permit information, bicycle registration, and more, managing all of the agency's records in one centralized, easy-to-search system.

Key Features

- Master Indices (Name, Address, Vehicle)
- Case Management
- Case Reports
- Summonses/Citations/Tickets
- Case Notes
- Case Status Log
- Property and Evidence Tracking
- Bicycle Registration
- Found/Lost Property
- NIBRS Compliance
- Warrants
- Sex Offender Log
- Pistol Permit Tracking
- Pawn Log
- Accident Reports

Mobile Records

Mobile users can have access to much more than just dispatch information. Integration with Records puts name, address, case, and civil process records at their fingertips, and they can run Records queries to find the information they need right there in the field. Mobile users can write and/or approve case reports in their vehicles instead of returning to the agency, just one more feature that keeps them on the streets, visible in the community, and able to respond quickly when they are needed.

eCitations

The eCitations solution enables officers to quickly collect vehicle operator information whether or not the officer is connected to the network. Compatible scanners automatically parse data from licenses to appropriate fields. Once complete, eCitations can be printed from within a vehicle. Information entered on eCitations is available in the dispatch center or records office once the citation has been uploaded and approved.

Key Features

- Agency-specific form(s)
- NCIC return linking
- Case associations
- Number block assignments
- Asynchronous data connection
- Approval process

Reporting

Reporting includes both pre-made reports and an easy-to-use report builder. The report builder's straightforward user interface allows report generation based on a user model rather than the actual physical model. This user model completely eliminates the need for users to understand concepts such as joins, primary keys, etc. With the report builder, it is simple for users to select the data they want to include and apply custom filters, generating reports that fit their needs exactly.

Key Features

- Pre-made Reports
- Custom Reports
- Ad-hoc Queries
- Export to PDF, Excel, XML, TXT
- Easy to Use Report Builder
- Custom Data Filters
- Statistical Analysis
- Scheduled Reports
- COMSTAT Compatible
- Email Reports

Custom Forms

Zuercher Technologies offers a custom form generator at no additional cost as a standard part of Zuercher Suite. This tool allows agencies to create their own unique forms within the system and attach them to specific records in Zuercher Suite, keeping everything in an easily accessible, central location.

Name, address, and vehicle fields from these are connected to each agency's master indices to reduce redundant data entry. The master indices are searched and existing information can be selected from the database. This also notifies staff of any alerts related to the master indices. If the information which is being entered is new, it will update the master index so that it is immediately available in other parts of Zuercher Suite.

When building the form, information from related files, such as case numbers or incident times, can also be pulled in automatically. Available information is displayed in a menu for each form type. Adding it to the form is as simple as clicking on the item in the menu.

All data within custom forms is searchable. This makes finding needed information an effortless, efficient process. Instead of searching through paper files or trying to find the correct folder on a server, links and search capabilities make it easy to locate specific information. Data included in forms can also be used to create reports with Reporting.

Custom Modules

Like Custom Forms, Custom Modules give agencies the power to track whatever information they may need in an integrated part of Zuercher Suite. Agencies can eliminate paper logs and stand-alone spreadsheets by creating modules to fit their exact needs.

Rather than being associated with a particular record type within the system (as is true for Custom Forms), Custom Modules can track anything an agency needs, such as burn permits, pet licenses, or boat licenses. Each of these records can also create involvements on master name, vehicle, and address records, adding to the power of the data within the system.

Everything within each created module is customizable by the agency, from the log screen that displays information, to the drop-down menu items within the modules, to the templates used to print records. All data entered in to Custom Modules is also available in Reporting for reports and statistical analysis.

Zuercher Suite Implementation

Zuercher Technologies uses a multi-phase approach to ensure a successful implementation for each client agency. Trained and experienced members of the Zuercher Technologies implementation team move through the process with each agency to ensure successful outcomes.

Kickoff Meeting	Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement work, server installations and scheduling the Business Practice Review (BPR).
Server Procurement and Installation	Zuercher Technologies procures and configures the Zuercher Suite servers. The servers are then set up and installed at the agency.
Business Practice Review (BPR)	During this meeting, the project implementation team works with the agency's project team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed.
Configuration Management Document (CMD)	The project implementation team discusses and documents in the CMD how the software currently meets the agency needs or how Zuercher Technologies plans to develop additional functionality.
Configuration and Conversion	Zuercher Technologies trainers work with agency personnel to complete the planned configurations. In addition, Zuercher Technologies configures and tests interfaces and begins the data conversion process.
System Review	Once all of the items in the CMD have been completed, trainers from Zuercher Technologies spend a final session with the agency's project team to review any questions or concerns.
Training	Zuercher Technologies offers several options for training, all of which use the agency's data (which has been converted from the existing system). All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.
Go-Live	Zuercher Technologies provides on-site support the day that the new system goes live. Any questions that arise are addressed immediately by the on-site team, ensuring that the first day using the new system goes smoothly.
System Acceptance	The agency reviews all aspects of the software, data conversion, and interfaces and any concerns are documented by the project implementation team. This list of action items is addressed before the agency officially accepts the system. At this point, the Zuercher Technologies support personnel take over the day to day needs of the agency.

Zuercher Suite Maintenance and Support

Zuercher Technologies is passionate about backing its public safety software solution with dependable, dedicated customer support.

24 x 7 x 365 Support

Zuercher Technologies knows that clients use their software all hours of the day. That is why clients can call the toll-free support line at any time and be connected with a live person in the Zuercher Technologies Sioux Falls, SD office - not an automated answering service or someone overseas. Questions or issues can also be reported via email. Even if it is just a simple “how-to” question, support representatives are ready to assist.

Every call received is entered into a tracking system and assigned a number to ensure that no concern goes unnoticed. Response times are monitored to make certain that all issues are resolved as quickly as possible. All critical issues are given the highest importance ranking and the Zuercher Technologies development team devotes their attention immediately to the matter until it is resolved.

Tracking Concerns

Zuercher Technologies believes transparency is very important when it comes to support of the Zuercher Suite software. The support center has a web-based portal which agencies can use to view the status of all their calls and requests. Agencies can also use the portal to rank their feature requests in order of importance. This helps the product development team at Zuercher Technologies prioritize the new features which would be most helpful to users.

Remote Services

Many questions or issues that occur can be solved immediately by the support team using a remote desktop connection. Once connected, the support team walks users through solutions or accesses the agency’s Zuercher Suite server to help diagnose any issues.

Server Management

The servers that Zuercher Suite uses can be completely maintained on the client’s premises by the Zuercher Technologies staff as part of the standard maintenance agreement. These servers are constantly monitored for performance levels and network load. All upgrades to hardware, such as additional disk space, are handled by Zuercher Technologies. This makes the system essentially worry free for agencies and their IT staff.

Full System Backups

Rather than requiring a manual backup of data or a scheduled download of the entire system, the Zuercher Suite solution uses an automatic rolling back up process. Any changes or additions made to Zuercher Suite are constantly being streamed to the agency’s warm standby server, an off-site storage facility, or both. Because the data flow is constant, lower bandwidth is required in comparison to a large file transfer. This ensures that data backups are done without compromising system performance. The data stored on the warm standby server or off-site storage facility is never more than a few minutes old, so in the event of a power failure or other unforeseen disaster, the Zuercher Suite system and data will be accessible.

Software Updates

Zuercher Technologies tunes a careful ear to each client's needs and challenges. Clients' insights help to plan and build feature enhancements that provide innovative, technically sound solutions to the ever-changing needs of public safety professionals.

Zuercher Suite's standard maintenance contract includes regular software updates that encompass feature enhancements. Patches are provided as needed with no agency intervention. Clients receive a greater return on investment because of Zuercher Technologies' commitment to continually improve its public safety software.

Software updates are performed using an advanced process that makes client updates completely automatic with no assistance from agency IT staff. Support representatives contact each agency as software updates are released to schedule them and assist the agencies in taking advantage of new features. This ensures that every agency continues to get the most from what Zuercher Suite offers.

New Feature Training

Zuercher Technologies' trainers and support representatives frequently hold web-based meetings. These meetings introduce system administrators or other agency personnel to new features and configuration options and how they can benefit each individual agency. This service is offered as part of the on-going maintenance and is free of charge.

Research & Development

Zuercher Technologies believes that public safety software should keep pace with changes in the public safety environment as well as with advances in technology. Because of this, a significant portion of revenue each year is invested in research and development. Zuercher Suite is constantly expanding and improving. Each feature addition is designed to broaden the functionality and configurability of Zuercher Suite and to help its users to do their jobs even more efficiently. Zuercher Technologies listens carefully to clients and uses that input to guide feature planning.

Zuercher Suite Pricing

Zuercher Technologies provides site licenses for its CAD, RMS, JMS, Financial, Civil, Administration, and Portal software.

The software which is part of Zuercher Suite which is not site-licensed includes the Mobile and Extend products. These have a required agency license, but are also licensed by unit.

Pricing provided in this document is valid for a period of not less than 90 days from publication.

Software and Servers	Comments	Unit	Qty	Price	Total
Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)			0.33	\$ 18,000	\$ 5,940
Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)			0.33	\$ 12,000	\$ 3,960
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			0.33	\$ 4,000	\$ 1,320
CAD Server License		Per Agency	0.1	\$ 75,000	\$ 7,500
CAD - Basic Paging Interface (SMS/Email)			1	Included	Included
CAD - E911 (ANI/ALI) Interface			1	Included	Included
CAD - Rip and Run (Fax/Email) Interface			1	Included	Included
Mapping - Basic Mapping Interface	GeoComm		0.1	\$ 7,500	\$ 750
Mobile Server License			0.33	\$ 12,750	\$ 4,208
Mobile CAD Client License	East Grand Forks PD	Per Unit	6	\$ 450	\$ 2,700
Mobile eCitations Client License	East Grand Forks PD	Per Unit	6	\$ 350	\$ 2,100
Mobile NCIC Client License	East Grand Forks PD	Per Unit	6	Included	Included
Mobile Records Client License	East Grand Forks PD	Per Unit	6	\$ 950	\$ 5,700
Records Server License - Additional Agency	East Grand Forks PD		1	\$ 15,000	\$ 15,000
Records eCitations Server License			0.33	\$ 7,500	\$ 2,475
Records eCitations State Form	East Grand Forks PD		1	\$ 7,500	\$ 7,500
Records - MN BCA CIBRS Interface			1	Included	Included
Records - MN CJSS Interface			1	Included	Included
Records - MN Crime Reporting (CJRS) Interface			1	Included	Included
Records - MN e-Charging Interface			1	Included	Included
Records - MN Judicial Branch (Odyssey) Interface			1	Included	Included
Records - N-DEX Adapter (IA IEPD)			1	Included	Included
Reporting Server License			1	Included	Included
Reporting Universal Interface Engine			1	Included	Included
Zuercher Suite - NCIC Interface (Basic Query Package)	QA (Article), QB (Boat), QG (Gun), DQ (Drivers License), RQ (Vehicle Registration), Driver History, Image, Snowmobile Registration, Data Mining (MN only)		0.33	\$ 11,250	\$ 3,713
Zuercher Suite - Additional Agency NCIC Interface (Basic Query Package)			0.33	\$ 2,500	\$ 825
Zuercher Suite - Additional Agency NCIC Interface (Basic Query Package)			0.33	\$ 2,500	\$ 825
Zuercher Suite - NCIC Interface (Criminal History Package)	AQ, FQ, IQ, QH, QR, ZR		0.33	\$ 1,250	\$ 413
Zuercher Suite - NCIC Interface (Warrants)			0.33	\$ 10,000	\$ 3,300
Zuercher Suite - Time Synchronization Interface			1	Included	Included
Software and Servers Pre-Discount Subtotal					\$ 68,228
Software and Servers Discount					\$ (7,098)
Software and Servers Total					\$ 61,129

Zuercher Suite Pricing (continued)

Peripheral Hardware	Comments	Unit	Qty	Price	Total
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	East Grand Forks PD		1	\$ 1,295	\$ 1,295
Records - Electronic Signature Pad (Topaz)	East Grand Forks PD		1	\$ 495	\$ 495
Peripheral Hardware Total					\$ 1,790
Services	Comments	Unit	Qty	Price	Total
Project Manager (includes travel time & expenses)		Per Project	1	\$ 5,562	\$ 5,562
System Admin Training and Configuration (on-site, includes travel time & expenses)		Per Day	1.66	\$ 1,295	\$ 2,150
System Admin Training and Configuration (remote)		Per Day	1.33	\$ 795	\$ 1,057
CAD Training (on-site, includes travel time & expenses)		Per Day	2.5	\$ 1,295	\$ 3,238
Mobile Training (on-site, includes travel time & expenses)		Per Day	1	\$ 1,295	\$ 1,295
Records Training (on-site, includes travel time & expenses)		Per Day	1.66	\$ 1,295	\$ 2,150
Go-live Support (on-site, includes travel time & expenses)		Per Day	4	\$ 1,295	\$ 5,180
Refresher Training (remote)		Per Day	0.67	\$ 795	\$ 533
Services Total					\$ 21,164
TOTALS					Total
Software and Servers Pre-Discount Subtotal					\$ 68,228
Software and Servers Discount					\$ (7,098)
Software and Servers Total					\$ 61,129
Peripheral Hardware Total					\$ 1,790
Services Total					\$ 21,164
TOTAL					\$ 84,083
Maintenance & Support Pre-Discount Subtotal					\$ 12,144
Maintenance & Support Discount					\$ (553)
Maintenance & Support (Year 1)			1		\$0.00
Maintenance & Support (Year 2)			1		\$ 11,591

Taxes are not included in the pricing. On-site services provided on a 'per day' basis may include both actual time spent on site as well as travel time to and from the site.

Financing

Zuercher Technologies has partnered with Government Capital Corporation to provide financing options for the EGFPD. All financing options will be administered by Government Capital Corporation. Additional information with regard to these financing options may be provided by contacting Government Capital Corporation as follows:



D.C. Greer
 Vice President
 Government Capital
 Corporation
 303 Hwy 51 South
 Brookhaven, MS 39601

Phone: 800-561-0461
 Mobile: 601-754-5951
 Email: dc.greer@govcap.com
 Site: www.govcap.com

Zuercher Suite – The Uncloud

Cloud computing permeates our society from banking websites to cable TV modems. It provides remarkable benefits such as keeping our software up to date and doing away with the need for each of us to understand and manage software changes. The vendor takes responsibility for maintaining the software, the server, and the operating system that it runs on. All of this is done by the vendor on its host system at an off-site location and it all happens behind the scenes.

In the public safety industry, however, true cloud-based software solutions may not be the best fit for working with agencies' sensitive public safety data. Several examples include such things as State and FBI data management requirements, mission critical interfaces as well as agencies internal rules or regulations requiring that the hardware and software be on premise to keep an eye on it at all times. In addition, a lack of connectivity to the vendor-based servers and the possibility of the vendor holding the agency hostage over who owns the data are also important considerations.

Zuercher Technologies provides many of the benefits of cloud computing without the inherent risks and drawbacks by using an appliance approach to implementing and maintaining the Zuercher Suite solution.



An appliance is the hardware and integrated software which has been combined to provide a specific service or resource. Everything in an appliance is pre-configured, so that when it arrives at a client's location, it is ready to turn on and start working.

A standard Zuercher Suite solution includes the physical server or servers, the Operating System software, the Database System software and the Application System software (Zuercher Suite). We build and configure the solution on Dell servers at our corporate office and ship it directly to agencies. The solution includes a remote diagnostic tool to allow real-time system and performance monitoring, as well as real-time database backups.

Our staff can install the hardware at the agency, but in many cases the physical installation is so easy it can be performed by almost anyone. Installation requires three things: a power outlet, a connection to the agency's network, and an IP address. Once the appliance is up and running, we connect to it for setup, as well as to monitor and manage its performance.

As part of this appliance approach, and as a part of our standard maintenance and support agreement, Zuercher Technologies is able to provide the following services—just like cloud computing—but allowing greater agency control:

- Real-time system performance monitoring

- Real-time agency database backups
- Three to four automated Zuercher Suite upgrades (major releases) per year
- Regular automated Zuercher Suite updates (minor releases) as needed
- Automated operating system and database software upgrades as needed
- Hardware (server) upgrades:
 - Additional hard drive space
 - Additional system memory
 - Addition or replacement of physical servers to meet performance requirements

Zuercher Suite upgrades and updates often occur without any agency intervention. Software changes are automatically pushed to the client workstations with appropriate prior notification, and as with cloud based computing, the users instantly see the new features and enhancements when they log into the system.

Since Zuercher Technologies takes care of the support and maintenance of everything which comprises the appliance, we eliminate the typical forklift upgrade that most vendors require every 3 to 5 years. As long as the maintenance contract is in place, these big-ticket technology upgrades, which are often massively disruptive to an agency, become a thing of the past.

Our technology platform, solution architecture, and business model for supporting our client agencies allows us to deliver more benefits and services for less than our competition, while at the same time drastically reducing the resources needed by our clients to support and maintain our solution.

RESOLUTION NO. 16 – 08 – 75

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 24759 for a total of \$1,045.74.

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

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

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$1,045.74 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 August 16, 2016.

Voting Aye:

Voting Nay:

Abstain:

The President declared the resolution passed.

Passed: August 16, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th day of August, 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 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 24759 for a total of \$1,045.74.
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 August 16, 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.

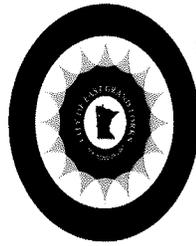
Dated: _____

(Signature of Official)

Accounts Payable

Check Register Totals Only

User: apassa
 Printed: 8/11/2016 - 4:52 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
24722	08/16/2016	ACM001	Acme Electric Companies	1,754.54	0
24723	08/16/2016	AME016	American Society of Composers/Auth	336.00	0
24724	08/16/2016	AME002	American Tire Service	731.85	0
24725	08/16/2016	AME005	Ameripride Linen & Apparel Services	135.26	0
24726	08/16/2016	ANY001	Anytime Plumbing	117.55	0
24727	08/16/2016	AUT001	Auto Glass & Aftermarket Inc	60.00	0
24728	08/16/2016	BAL001	Balco Uniforms Co Inc	809.14	0
24729	08/16/2016	BSN001	BSN Sports Inc.	1,429.80	0
24730	08/16/2016	BYD001	Robert Bydal	144.28	0
24731	08/16/2016	C&R001	C&R Cleaners & Laundry	44.15	0
24732	08/16/2016	CAR004	Cariveau Concrete Construction Inc	1,900.00	0
24733	08/16/2016	CAR002	Carquest Auto Parts	103.99	0
24734	08/16/2016	GFC002	City of Grand Forks	86,821.00	0
24735	08/16/2016	CLL001	CL Linfoot Co.	114.04	0
24736	08/16/2016	CLA004	Clarke Mosquito Control Products	20,420.64	0
24737	08/16/2016	COL004	Coldspring Memorial	3,765.79	0
24738	08/16/2016	INT0010	Colossus, Inc	3,237.00	0
24739	08/16/2016	AIR003	Corval Constructors	9,726.00	0
24740	08/16/2016	COU008	Countrywide Sanitation Company	37,878.56	0
24741	08/16/2016	DAK004	Dakota Supply Group	275.04	0
24742	08/16/2016	DAK006	Dakota TV & Appliance	84.75	0
24743	08/16/2016	DAN002	Dan's Excavating Inc	412.00	0
24744	08/16/2016	DIS001	Display Sales Co	435.00	0
24745	08/16/2016	DIT001	Ditch Witch of MN Inc	163.72	0
24746	08/16/2016	EID001	EIDE Motors	512.44	0
24747	08/16/2016	EMP002	Emergency Medical Product Inc	211.75	0
24748	08/16/2016	ENV002	Environmental Equipment & Services	690.00	0
24749	08/16/2016	EXP002	Exponent	471.78	0
24750	08/16/2016	FIL001	Filter Care	572.08	0
24751	08/16/2016	FOR001	Forks Freightliner	386.59	0
24752	08/16/2016	G&K001	G&K Services	159.21	0
24753	08/16/2016	GAL003	Galstad Jensen & McCann PA	8,691.42	0
24754	08/16/2016	GAR001	Garden Hut Inc	39.75	0
24755	08/16/2016	GFF001	Grand Forks Fire Equipment	76.50	0
24756	08/16/2016	GFH002	Grand Forks Herald	68.90	0
24757	08/16/2016	GFC001	Grand Forks Utility Billing	16,903.45	0
24758	08/16/2016	GAF002	Hannaher's Inc	70.00	0
24759	08/16/2016	HAR001	Hardware Hank	1,045.74	0
24760	08/16/2016	HAW001	Hawkins Chemical	1,435.80	0
24761	08/16/2016	HEA001	Heartland Paper	561.87	0
24762	08/16/2016	HIG002	Higher Ground	400.00	0
24763	08/16/2016	HUG001	Hugo's	16.81	0
24764	08/16/2016	IND006	Indepth Inspections LLC	23,870.26	0
24765	08/16/2016	JET002	Johnson Jet-Line	3,387.00	0
24766	08/16/2016	KEI001	Keith's Security World	110.00	0
24767	08/16/2016	LIT001	Lithia Payment Processing	335.69	0
24768	08/16/2016	M&W001	M&W Services	425.00	0
24769	08/16/2016	MAC002	MacQueen Equipment	776.85	0
24770	08/16/2016	MAR004	Marco	99.19	0
24771	08/16/2016	MID003	Midcontinent Communications	70.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24772	08/16/2016	MIL004	Miller Motivations, LLC	2,980.00	0
24773	08/16/2016	MPW001	Minnesota Pump Works	8,331.50	0
24774	08/16/2016	MND003	MN Dept of Labor & Industry	200.00	0
24775	08/16/2016	DWI001	Dwight Moses	540.00	0
24776	08/16/2016	BAR005	MSC Industrial Supply Co.	828.87	0
24777	08/16/2016	MTI001	MTI Distributing Company	1,364.74	0
24778	08/16/2016	NAR003	Nartec, Inc	332.56	0
24779	08/16/2016	NEW001	Newman Outdoor Advertising	2,260.00	0
24780	08/16/2016	NOR006	Northdale Oil	13,466.98	0
24781	08/16/2016	NOR004	Northern Plumbing Supply	63.48	0
24782	08/16/2016	ORE001	O'Reilly Automotive, Inc.	800.96	0
24783	08/16/2016	OCC001	Occupational Development Center, Inc	375.13	0
24784	08/16/2016	OFF002	Office Depot	91.95	0
24785	08/16/2016	PDQ001	PDQ Sanitary Services	412.00	0
24786	08/16/2016	PET001	Peterson Veterinarian Clinic P.C.	681.00	0
24787	08/16/2016	POL006	Polk County Highway Department	1,243.00	0
24788	08/16/2016	PRA003	Prairie Wind BG Inc	497.00	0
24789	08/16/2016	PRE001	Premium Waters Inc	99.50	0
24790	08/16/2016	RAI001	Railroad Mgmt Co III LLC	176.86	0
24791	08/16/2016	RDO001	RDO Powerplan OIB	1,228.95	0
24792	08/16/2016	REL002	Reliance Telephone System	88.00	0
24793	08/16/2016	REV001	Revolutions Power Sports	117.96	0
24794	08/16/2016	RMB001	RMB Environmental Lab Inc	33.00	0
24795	08/16/2016	SAN005	Sanford Health Occupational Medicine	235.00	0
24796	08/16/2016	SKY004	Sky Digital Advertising, LLC	100.00	0
24797	08/16/2016	SPR002	Spray Advantage	154.88	0
24798	08/16/2016	STA005	Strata Corp	635.98	0
24799	08/16/2016	STR004	Strategic Insights Inc	675.00	0
24800	08/16/2016	STU001	Stuart's Towing	200.00	0
24801	08/16/2016	TEC001	Tecta America Corp	570.88	0
24802	08/16/2016	THU002	Thur-O-Clean	1,800.00	0
24803	08/16/2016	TRU003	True North Equipment	212.11	0
24804	08/16/2016	USB004	US Bank Equipment Finance	139.86	0
24805	08/16/2016	VAL001	Valley Petroleum Equipment	1,418.69	0
24806	08/16/2016	VAL002	Valley Truck	494.30	0
24807	08/16/2016	VER001	Verizon Wireless	175.05	0
24808	08/16/2016	VIL001	Vilandre Heating & A/C	380.32	0
24809	08/16/2016	WAT001	Water & Light Department	28,441.86	0
24810	08/16/2016	XCE001	Xcel Energy	1,027.44	0
24811	08/16/2016	XER001	Xerox Corporation	88.45	0
24812	08/16/2016	ZEE001	Zee Medical Service	168.90	0

Check Total: 305,420.34