

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, SEPTEMBER 27, 2016 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Tax Comparison Information – Karla Anderson**
- 2. Budget Information & Presentations**
 - a. Capital Improvements**
 - b. Bonding/Bygland Road Information**
 - c. Admin/Finance**
 - d. City Council/Mayor**
 - e. Library**
 - f. Public Works**
 - g. Fire Department**
- 3. Kennedy Bridge Discussion – David Murphy**

ADJOURN:

PLEASE SEE NEXT PAGE FOR SPECIAL MEETING AGENDA

**AGENDA
OF THE CITY
COUNCIL SPECIAL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, SEPTEMBER 27, 2016 – Following the Work Session**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

1. Consider adopting Resolution No. 16-09-93 approving the 2016 tax levy collectable in 2017 for a total amount of \$4,527,998 and set the Public Budget Meeting for December 5, 2016 at 7:00pm with a continuance hearing December 15, 2015 at 7:00pm if necessary.

Upcoming Meetings

Regular Council Meeting – Tuesday, October 4, 2016 – 5:00 PM – Council Chambers
Work Session – Tuesday, October 11, 2016 – 5:00 PM – Training Room
Regular Council Meeting – Tuesday, October 18, 2016 – 5:00 PM – Council Chambers
Work Session – Tuesday, October 25, 2016 – 5:00 PM – Training Room

WHAT IF TAX COMPARISON PAY 2016 vs Pay 2017 - City of East Grand Forks

FISCAL YEAR 2016		MARKET VALUE TAX	
6,593,093 (239,531)	TAX CAPACITY TIF (-)	\$ 3,837,287 \$ (715,635)	FINAL CERTIFIED LEVY DISPARITY REDUCTION CREDIT (-)
-	FISCAL DISPARITY (-)	\$ 3,121,652	TAX LEVY OR SPREAD LEVY
6,353,562	NET TAX CAPACITY		CERTIFIED LEVY
	Tax Rate	49.132%	Tax Rate
			0.67293%
FISCAL YEAR 2017		MARKET VALUE TAX	
7,022,258	Gross Tax Capacity TIF (-)	\$ 4,527,998 \$ (715,635)	Taxable Market Value Referendum Market Value
-	FISCAL DISPARITY (-)	\$ 3,812,363	PROPOSED LEVY
7,022,258	NET TAX CAPACITY		
	Tax Rate	54.290%	Tax Rate
			0.71407%

RESIDENTIAL IMPACTS

*Fiscal Year 2017 - these are only estimates. Not available until Truth in Taxation in November.

	% EMV Value Range Inc/Dec	# of affected Properties	% of Total	Avg Market Value 2016	Avg Market Value 2017	Value Exclusion 2016	Value Exclusion 2017	Taxable Market Value 2016	Taxable Market Value 2017	Taxable % Change 16 vs 17
	+10.01-15.00%	2480	99%	\$ 189,200	\$ 212,850	\$ 20,212	\$ 18,084	\$ 168,988	\$ 194,767	15.25%
	+5.01-10.00%	5	0%	\$ 189,200	\$ 203,390	\$ 20,212	\$ 18,935	\$ 168,988	\$ 184,455	9.15%
	+0.01-5.00%	5	0%	\$ 189,200	\$ 193,930	\$ 20,212	\$ 19,786	\$ 168,988	\$ 174,144	3.05%
	No Change	10	0%	\$ 189,200	\$ 189,200	\$ 20,212	\$ 20,212	\$ 168,988	\$ 168,988	0.00%
	-0.01-5.00%	0	0%	\$ 189,200	\$ 184,470	\$ 20,212	\$ 20,638	\$ 168,988	\$ 163,832	-3.05%
	-5.01 - 10.00%	0	0%	\$ 189,200	\$ 175,010	\$ 20,212	\$ 21,489	\$ 168,988	\$ 153,521	-9.15%
	-10.00 - 15.00%	0	0%	\$ 189,200	\$ 165,550	\$ 20,212	\$ 22,341	\$ 168,988	\$ 143,210	-15.25%
	-15.01% +	0	0%	\$ 189,200	\$ 160,820	\$ 20,212	\$ 22,766	\$ 168,988	\$ 138,054	-18.31%

Net Payable 2016	MV Tax 2016		Net Payable 2016		Net Payable 2017		Net Payable 2017		Net Inc/Dec 16 vs 17	Net Difference % Change	2016		2017	
	Payable	2016	Payable	2016	Payable	2017	Payable	2017			Median Values	Median Values	Average Values	Average Values
\$ 830.28	\$ 1,273.18	\$ 2,103.46	\$ 917.43	\$ 1,351.03	\$ 2,268.46	\$ 165.00	19.9%	\$ 172,500	\$ 171,800	6.4%				
\$ 830.28	\$ 1,273.18	\$ 2,103.46	\$ 1,057.38	\$ 1,519.91	\$ 2,577.29	\$ 473.83	57.1%							
\$ 830.28	\$ 1,273.18	\$ 2,103.46	\$ 1,001.40	\$ 1,452.36	\$ 2,453.76	\$ 350.30	42.2%							
\$ 830.28	\$ 1,273.18	\$ 2,103.46	\$ 945.42	\$ 1,384.81	\$ 2,330.23	\$ 226.77	27.3%							
\$ 830.28	\$ 1,273.18	\$ 2,103.46	\$ 917.43	\$ 1,351.03	\$ 2,268.46	\$ 165.00	19.9%							
\$ 830.28	\$ 1,273.18	\$ 2,103.46	\$ 889.44	\$ 1,317.25	\$ 2,206.69	\$ 103.24	12.4%							
\$ 830.28	\$ 1,273.18	\$ 2,103.46	\$ 833.46	\$ 1,249.70	\$ 2,083.16	\$ (20.29)	-2.4%							
\$ 830.28	\$ 1,273.18	\$ 2,103.46	\$ 777.48	\$ 1,182.15	\$ 1,959.63	\$ (143.83)	-17.3%							
\$ 830.28	\$ 1,273.18	\$ 2,103.46	\$ 749.49	\$ 1,148.38	\$ 1,897.87	\$ (205.59)	-24.8%							

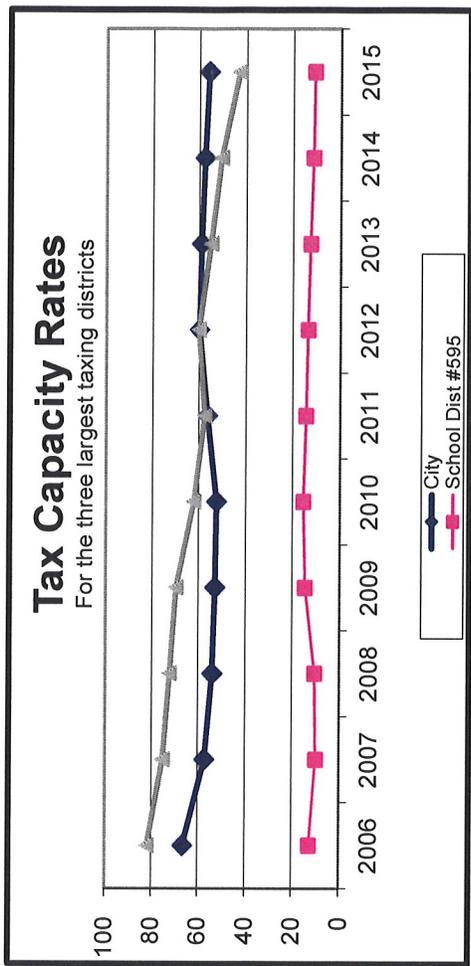
Property Tax Rates – All Direct and Overlapping Governments
 Last Ten Years
 (Unaudited)

CITY OF EAST GRAND FORKS

Year	Tax Rates per \$1,000 of Tax Capacity							Total
	General	Debt	School Dist #595	Polk County	Watershed Value	NWRDC	Ambulance District	
2006	61.56	4.88	12.55	81.89	4.70	0.37	1.19	167.14
2007	52.86	4.23	9.77	75.17	4.61	0.34	0.97	147.95
2008	50.10	3.74	10.26	72.37	4.89	0.33	0.87	142.56
2009	49.02	3.76	14.46	69.65	5.05	0.32	0.87	143.13
2010	50.38	1.86	15.28	62.04	4.80	0.28	0.83	135.47
2011	54.08	2.08	14.24	57.39	5.31	0.27	0.84	134.21
2012	57.49	2.24	13.49	60.01	5.78	0.28	0.94	140.23
2013	55.70	3.28	12.52	54.99	5.38	0.25	0.93	133.05
2014	55.04	2.49	11.37	50.61	5.28	0.24	0.90	125.93
2015	53.39	2.42	10.80	42.99	3.68	0.19	0.83	114.30

2016 59.05
 2.23
 61.28

Source: County Auditor



Notes: State paid tax credits comprise the difference between the city's gross and net tax levies.

**CITY OF EAST GRAND FORKS, MINNESOTA
GENERAL FUND
REVENUE AND EXPENDITURE SUMMARY
September 27, 2016**

	Actual 2014	Actual 2015	Budget 2016	Budget 2017	CHANGE OVER 2016 BUDGET	
					AMOUNT	%
REVENUES/SOURCES						
Property Tax Levy*	\$ 3,062,285	\$ 3,206,426	\$ 3,837,287	\$ 4,527,998	\$ 690,711	18.0%
Franchise & Other Taxes	1,492,122	1,478,356	1,414,174	1,499,256	\$ 85,082	6.0%
Licenses & Permits	119,602	128,765	104,925	116,625	\$ 11,700	11.2%
Intergovernmental	2,909,200	2,871,531	2,806,686	2,784,035	\$ (22,651)	-0.8%
Charges for Services	962,309	1,106,210	1,067,340	1,092,977	\$ 25,637	2.4%
Fines & Forfeits	110,953	96,018	110,200	105,600	\$ (4,600)	-4.2%
Other Revenues	182,959	176,316	75,875	67,375	\$ (8,500)	-11.2%
Other Financing Sources	303,266	1,150,868	247,639	404,786	\$ 157,147	63.5%
Total Revenues/Other S	\$ 9,142,696	\$ 10,214,491	\$ 9,664,126	\$ 10,598,652	\$ 934,526	9.7%
Reserved Used/Excess	28,272					
Total Available Resources	\$ 9,170,968	\$ 10,214,491	\$ 9,664,126	\$ 10,598,652	\$ 934,526	9.7%
EXPENDITURES/USES						
Current:						
General Government	\$ 960,900	\$ 996,027	\$ 1,065,001	\$ 1,128,071	\$ 63,070	6.6%
Public Safety	3,639,083	3,859,127	3,910,458	3,894,801	\$ (15,657)	-0.4%
Public Works	1,548,048	1,274,200	1,450,191	1,543,123	\$ 92,932	6.0%
Recreation & Culture	1,532,316	1,422,736	1,490,970	1,547,934	\$ 56,964	3.7%
Community Development	11,864	20,932	60,000	75,000	\$ 15,000	126.4%
EDA transfer		155,554	186,613	181,528	\$ (5,085)	
Library	492,077	501,270	536,127	664,481	\$ 128,354	26.1%
Senior Center	108,330	117,957	119,403	123,628	\$ 4,225	3.9%
Other Expenditures	191,812	261,262	264,500	258,675	\$ (5,825)	-3.0%
Capital Outlay					\$ -	
General Government	-	-	-	-	\$ -	
Public Safety	62,189	-	61,000	245,739	\$ 184,739	297.1%
Public Works	58,901	119,797	250,000	270,000	\$ 20,000	34.0%
Recreation & Culture	89,789	3,098	28,234	118,727	\$ 90,493	
Other Expenditures	173,530	187,689	66,639	106,639	\$ 40,000	23.1%
Debt Service					\$ -	
Other Financing Uses	503,943	1,400,241	172,337	304,843	\$ 132,506	26.3%
Total Expenditures/Other	\$ 9,372,781	\$ 10,319,889	\$ 9,661,473	\$ 10,463,188	\$ 801,715	8.6%
Revenues/Sources Over (Under)						
	\$ (201,814)	\$ (105,398)	\$ 2,653	\$ 135,464	\$ 132,812	

City of East Grand Forks, MN

Capital Improvement Plan

2017 thru 2021

PROJECTS BY DEPARTMENT

Department	Project#	Priority	2017	2018	2019	2020	2021	Total
Administration								
City Hall window caulking	16-AD-001	n/a				16,000		16,000
Department Computers	16-city-01	n/a	20,000	20,000	20,000	20,000		80,000
Microsoft Office upgrade	17-City-01	n/a	40,000					40,000
Administration Total			60,000	20,000	20,000	36,000		136,000
Building Maintenance								
Public Building Improvements	11-BM-001	n/a	0					0
Building Maintenance Total			0					0
Electric Utility								
New Development	10-EU-002	n/a	100,000	100,000				200,000
Distribution System Replacement	10-EU-003	n/a	500,000	500,000	500,000			1,500,000
Street Lights	10-EU-004	n/a	300,000	300,000				600,000
Vehicles & Equipment	10-EU-006	n/a	130,000	115,000				245,000
Meters & Related Equipment	10-EU-007	n/a	15,000	15,000				30,000
Leasehold Improvements	10-EU-011	n/a	2,500	2,500				5,000
Printer, Copiers, Cameras & Related Technology	10-EU-015	n/a	12,000	12,000				24,000
Electric Utility Total			1,059,500	1,044,500	500,000			2,604,000
Fire Protection								
Aerial Platform Truck Payment	12PAY04	1	87,931	87,931	87,931	87,931	87,931	439,655
Rescue truck payment 2014	14-FD-006	n/a	16,744	16,744	16,744	16,744	16,744	83,720
Fire Truck Payment	15-fd	1	33,000	33,000				66,000
Pumper Truck-replace engine 403	15-FD-001	n/a	500,000					500,000
Station 2 HVAC	15-FD-003	n/a	8,700					8,700
Suburban	15-FD-004	n/a	53,500					53,500
Station 2 Parking Lot	15-FD-005	n/a	26,700					26,700
Payment Rural-city pumper truck	17-FD Pay	n/a		42,207	42,207	42,207	42,207	168,828
Station 2 Roof	17-FD-001	n/a				45,000		45,000
Station 1 Roof	18-FD-001	n/a				83,000		83,000
Station 2 Carpet	19-FD-01	n/a			4,100			4,100
Fire Protection Total			726,575	179,882	150,982	274,882	146,882	1,479,203
Library								
Library Window Replacment	14-LI-001	n/a		180,000				180,000
Library Carpet replacement	16-LI-001	n/a			142,000			142,000
Library Total				180,000	142,000			322,000
Parks and Recreation								
VFW Zamboni Payment	08PAY02	1	9,500					9,500
Park Playground Equipment	08-PR-004	n/a	14,000	30,000				44,000

Department	Project#	Priority	2017	2018	2019	2020	2021	Total
1997 Chevy 3/4 Ton Pickup #302	10-PR-001	n/a		40,000				40,000
Trail Improvements	10-PR-004	n/a	45,000	45,000				90,000
Civic Zamboni Payment	11PAY02	1	12,192	12,192	12,192	12,192	12,192	60,960
Toro Mower with Blower	14-PR-003	n/a					78,000	78,000
Tool cat	15-PR-001	n/a	45,524					45,524
VFW roof	15-PR-02	n/a		35,000				35,000
Water Truck adapt	15-PR-07	n/a		4,100				4,100
Cemetery Garage 24x24	16-Cem-001	n/a	47,000					47,000
CC Parking lot west	16-PR-001	n/a		1,400,000				1,400,000
Park Shelters	16-PR-002	n/a		40,000	20,000	20,000	20,000	100,000
Bobcat attach-clam	16-PR-03	n/a	3,902					3,902
Stauss Park Bldg	16-PR-07	n/a	18,574					18,574
Stauss Park asphalt	16-PR-08	n/a	12,740					12,740
Toro MTI bag mower	17-Cem-001	n/a		25,000				25,000
Turf Civic	17-PR-02	n/a	115,000					115,000
Turf Civic Payment	17-PR-02 pay	n/a		16,179	16,179	16,179	16,179	64,716
Paint VFW outside	17-PR-04	n/a	40,000					40,000
Edger battery operated	17-PR-05	n/a	7,000					7,000
Stump grinder	17-PR-07	n/a	6,836					6,836
Big Tex trailer	17-PW-04	n/a	7,500					7,500
Fencing Itts Williams	18-PR-001	n/a		30,000				30,000
VFW refridge replacement	20-PR-001	n/a				850,000		850,000
BB Kroemer Maint	20-PR-02	n/a				27,000		27,000
CC R-22 change	20-PR-03	n/a				500,000		500,000
Pool Rehab 2016	PR-pool 16	n/a	16,734	119,756	119,756	119,756	119,756	495,758
Parks and Recreation Total			401,502	1,797,227	168,127	1,545,127	246,127	4,158,110

Police								
New Police Cars	08-PD-001	n/a	33,000		34,000	35,000		102,000
Mobile Data Computers	09-PD-003	n/a					20,000	20,000
Police SUV	10-PD-001	n/a	36,000	37,000	76,000	39,000	40,000	228,000
In-Car Video Systems	12-PD-001	n/a		25,000				25,000
800 MHZ payment	16-PD Pay	n/a	11,676	11,676	11,676	11,676	11,676	58,380
Records Mgmt system	16-PD-002	n/a	84,083					84,083
Radar Units	17-PD-002	n/a		12,000				12,000
Police HQ tile flooring	18-PD-001	n/a			25,000			25,000
Bldg repair-paint	18-PD-01	n/a		10,000				10,000
Police ATV	PD-ATV	n/a	8,000					8,000
Police Total			172,759	95,676	146,676	85,676	71,676	572,463

Public Works								
Snowblower Payment	07PAY01	1	15,000					15,000
Light SUV	101	n/a		30,000				30,000
1/2 ton pickup	103	4				30,000		30,000
Sander Truck	104	4		50,000				50,000
23rd Street Reconstruction Payment	10CP01	1	199,840	199,522	199,096	199,560	199,880	997,898
Street sweeper Payment	112-P	n/a	27,876	27,876	27,876	27,876	27,876	139,380
2-Ton Truck Payment	11PAY01	1	14,047	14,047	14,047	14,047		56,188
Snowblower payment	120	n/a	9,258	9,258	9,258	9,258	9,258	46,290
Motor Grader Payment	12PAY01	1	35,311	35,311	35,311	35,311	35,311	176,555
Payloader	131	3	200,000					200,000
Payloader 2017 payment	131-P	3		28,138	28,138	28,138	28,138	112,552
Salt and Sand Shed	14-PW-002	n/a	200,000					200,000
Push Plow	15-PW-161	n/a	20,000					20,000
Payment 800 MHZ	16-PW Pay	n/a	7,156	7,156	7,156	7,156	7,156	35,780

Department	Project#	Priority	2017	2018	2019	2020	2021	Total
1 Ton Flatbed	17-PW-146	n/a		35,000				35,000
1 Ton 2-Door Flatbed	18-PW-147	n/a		35,000				35,000
Dump Truck	19-PW-110	n/a			110,000			110,000
Payloader	20-PW-150	n/a				210,000		210,000
Motorgrader	21-PW-100	n/a					275,000	275,000
Tool Cat	21-PW-200	n/a					60,000	60,000
PW mower fleet	PW-mowing	n/a	64,000	65,000	66,000			195,000
Street Maintenance	STMAINT	n/a	250,000	250,000	250,000	250,000	250,000	1,250,000
Public Works Total			1,042,488	786,308	746,882	811,346	892,619	4,279,643
Refuse Collection								
Comm Garbage truck payment	16-SAN pay	n/a	45,774	45,774	45,774	45,774	45,774	228,870
Refuse Collection Total			45,774	45,774	45,774	45,774	45,774	228,870
Storm Water Protection								
Repair Outfalls	10-SW-003	2	20,000		20,000		20,000	60,000
Slope Mower Payment	12PAY03	1	14,250	14,250	14,250	14,250	14,250	71,250
13' slope mower	16-SW-01	n/a	110,000					110,000
13 slope mower payment	17-SW-01 Pay	n/a		15,476	15,476	15,476	15,476	61,904
Soil Conditioner	17-SW-02	n/a	6,800					6,800
SCADA Upgrade	17-SW-03	n/a	70,000					70,000
NCTC replace pipes	17-SW-04	n/a	170,000					170,000
Storm Water Protection Total			391,050	29,726	49,726	29,726	49,726	549,954
Transit								
DARS vans	16-TR-002	n/a	86,000					86,000
Transit Total			86,000					86,000
Wastewater								
Lift Station Maintenance	10-WW-005	2	60,000					60,000
3/4 ton Pick up	17-WW-100	n/a	35,000					35,000
Portable Pump	17-WW-200	n/a	68,000					68,000
1 1/4 Ton Truck	19-WW-234	n/a			65,000			65,000
Wastewater Total			163,000		65,000			228,000
Water								
Water Main Replacement	10-W-001	3	450,000	450,000				900,000
Chemical Feed Equipment Replacement	10-W-004	3	150,252	150,252				300,504
Meters & Related Equipment	10-W-007	n/a	15,000	15,000				30,000
Water Total			615,252	615,252				1,230,504
GRAND TOTAL			4,763,900	4,794,345	2,035,167	2,828,531	1,452,804	15,874,747

Report criteria:

- Active Projects
- All Categories
- All Departments
- All Priority Levels
- All Projects
- All Source Types
- Type: B or E or I or M or Z

City of East Grand Forks, MN

Capital Improvement Plan

2017 thru 2021

PROJECTS BY FUNDING SOURCE

Source	Project#	Priority	2017	2018	2019	2020	2021	Total
Building Maintenance Fund								
Public Building Improvements	11-BM-001	n/a	0					0
Library Window Replacment	14-LI-001	n/a		180,000				180,000
Salt and Sand Shed	14-PW-002	n/a	200,000					200,000
Station 2 HVAC	15-FD-003	n/a	8,700					8,700
VFW roof	15-PR-02	n/a		35,000				35,000
City Hall window caulking	16-AD-001	n/a				16,000		16,000
Cemetery Garage 24x24	16-Cem-001	n/a	47,000					47,000
Library Carpet replacement	16-LI-001	n/a			142,000			142,000
Park Shelters	16-PR-002	n/a		40,000	20,000	20,000	20,000	100,000
Stauss Park Bdlg	16-PR-07	n/a	18,574					18,574
Station 2 Roof	17-FD-001	n/a				45,000		45,000
Paint VFW outside	17-PR-04	n/a	40,000					40,000
Station 1 Roof	18-FD-001	n/a				83,000		83,000
Police HQ tile flooring	18-PD-001	n/a			25,000			25,000
Bldg repair-paint	18-PD-01	n/a		10,000				10,000
Station 2 Carpet	19-FD-01	n/a				4,100		4,100
Building Maintenance Fund Total			314,274	265,000	191,100	164,000	20,000	954,374
Cemetery Fund								
Toro MTI bag mower	17-Cem-001	n/a		25,000				25,000
Cemetery Fund Total				25,000				25,000
CIP Financing Fund								
Payloader	131	3	200,000					200,000
Toro Mower with Blower	14-PR-003	n/a				78,000		78,000
Pumper Truck-replace engine 403	15-FD-001	n/a	300,000					300,000
13' slope mower	16-SW-01	n/a	110,000					110,000
Turf Civic	17-PR-02	n/a	115,000					115,000
Dump Truck	19-PW-110	n/a			110,000			110,000
Payloader	20-PW-150	n/a				210,000		210,000
Motorgrader	21-PW-100	n/a					275,000	275,000
CIP Financing Fund Total			725,000		110,000	210,000	353,000	1,398,000
Electric Fund								
New Development	10-EU-002	n/a	100,000	100,000				200,000
Distribution System Replacement	10-EU-003	n/a	500,000	500,000	500,000			1,500,000
Street Lights	10-EU-004	n/a	300,000	300,000				600,000
Vehicles & Equipment	10-EU-006	n/a	130,000	115,000				245,000
Meters & Related Equipment	10-EU-007	n/a	15,000	15,000				30,000
Leasehold Improvements	10-EU-011	n/a	2,500	2,500				5,000

Source	Project#	Priority	2017	2018	2019	2020	2021	Total
Printer, Copiers, Cameras & Related Technology	10-EU-015	n/a	12,000	12,000				24,000
Electric Fund Total			1,059,500	1,044,500	500,000			2,604,000
Federal Aid								
DARS vans	16-TR-002	n/a	68,800					68,800
Federal Aid Total			68,800					68,800
Fleet Maintenance Fund								
Mobile Data Computers	09-PD-003	n/a					20,000	20,000
Payment 800 MHZ	16-PW Pay	n/a					7,156	7,156
Fleet Maintenance Fund Total							27,156	27,156
General Fund								
Snowblower Payment	07PAY01	1	15,000					15,000
VFW Zamboni Payment	08PAY02	1	9,500					9,500
New Police Cars	08-PD-001	n/a	33,000		34,000	35,000		102,000
Park Playground Equipment	08-PR-004	n/a	14,000	30,000				44,000
Light SUV	101	n/a		30,000				30,000
1/2 ton pickup	103	4				30,000		30,000
Sander Truck	104	4		50,000				50,000
Police SUV	10-PD-001	n/a	36,000	37,000	76,000	39,000	40,000	228,000
1997 Chevy 3/4 Ton Pickup #302	10-PR-001	n/a		40,000				40,000
Street sweeper Payment	112-P	n/a	27,876	27,876	27,876	27,876	27,876	139,380
2-Ton Truck Payment	11PAY01	1	14,047	14,047	14,047	14,047		56,188
Civic Zamboni Payment	11PAY02	1	12,192	12,192	12,192	12,192	12,192	60,960
Snowblower payment	120	n/a	9,258	9,258	9,258	9,258	9,258	46,290
Motor Grader Payment	12PAY01	1	35,311	35,311	35,311	35,311	35,311	176,555
Aerial Platform Truck Payment	12PAY04	1	87,931	87,931	87,931	87,931	87,931	439,655
In-Car Video Systems	12-PD-001	n/a		25,000				25,000
Payloader 2017 payment	131-P	3		28,138	28,138	28,138	28,138	112,552
Rescue truck payment 2014	14-FD-006	n/a	16,744	16,744	16,744	16,744	16,744	83,720
Fire Truck Payment	15-fd	1	33,000	33,000				66,000
Suburban	15-FD-004	n/a	53,500					53,500
Station 2 Parking Lot	15-FD-005	n/a	26,700					26,700
Tool cat	15-PR-001	n/a	45,524					45,524
Water Truck adapt	15-PR-07	n/a		4,100				4,100
Push Plow	15-PW-161	n/a	20,000					20,000
Department Computers	16-city-01	n/a	20,000	20,000	20,000	20,000		80,000
800 MHZ payment	16-PD Pay	n/a	11,676	11,676	11,676	11,676	11,676	58,380
Records Mgmt system	16-PD-002	n/a	84,083					84,083
Bobcat attach-clam	16-PR-03	n/a	3,902					3,902
Stauss Park asphalt	16-PR-08	n/a	12,740					12,740
Payment 800 MHZ	16-PW Pay	n/a	7,156	7,156	7,156	7,156		28,624
Microsoft Office upgrade	17-City-01	n/a	40,000					40,000
Payment Rural-city pumper truck	17-FD Pay	n/a		42,207	42,207	42,207	42,207	168,828
Radar Units	17-PD-002	n/a		12,000				12,000
Turf Civic Payment	17-PR-02 pay	n/a		16,179	16,179	16,179	16,179	64,716
Edger battery operated	17-PR-05	n/a	7,000					7,000
Stump grinder	17-PR-07	n/a	6,836					6,836
Big Tex trailer	17-PW-04	n/a	7,500					7,500
1 Ton Flatbed	17-PW-146	n/a		35,000				35,000

Source	Project#	Priority	2017	2018	2019	2020	2021	Total
Fencing Itts Williams	18-PR-001	n/a		30,000				30,000
1 Ton 2-Door Flatbed	18-PW-147	n/a		35,000				35,000
BB Kroemer Maint	20-PR-02	n/a				27,000		27,000
Tool Cat	21-PW-200	n/a					60,000	60,000
Police ATV	PD-ATV	n/a	8,000					8,000
Pool Rehab 2016	PR-pool 16	n/a	16,734	119,756	119,756	119,756	119,756	495,758
PW mower fleet	PW-mowing	n/a	64,000	65,000	66,000			195,000
Street Maintenance	STMAINT	n/a	250,000	250,000	250,000	250,000	250,000	1,250,000
General Fund Total			1,029,210	1,124,571	874,471	829,471	757,268	4,614,991
Greenway Maintenance								
Trail Improvements	10-PR-004	n/a	45,000	45,000				90,000
Greenway Maintenance Total			45,000	45,000				90,000
Private								
Pumper Truck-replace engine 403	15-FD-001	n/a	200,000					200,000
DARS vans	16-TR-002	n/a	17,200					17,200
Private Total			217,200					217,200
Refuse Fund								
Comm Garbage truck payment	16-SAN pay	n/a	45,774	45,774	45,774	45,774	45,774	228,870
Refuse Fund Total			45,774	45,774	45,774	45,774	45,774	228,870
State Aid Construction								
23rd Street Reconstruction Payment	10CP01	1	91,000	94,000	97,000	101,000	105,000	488,000
State Aid Construction Total			91,000	94,000	97,000	101,000	105,000	488,000
State Aid Maintenance								
23rd Street Reconstruction Payment	10CP01	1	108,840	105,522	102,096	98,560	94,880	509,898
State Aid Maintenance Total			108,840	105,522	102,096	98,560	94,880	509,898
Storm Water Protection Fund								
Repair Outfalls	10-SW-003	2	20,000		20,000		20,000	60,000
Slope Mower Payment	12PAY03	1	14,250	14,250	14,250	14,250	14,250	71,250
13 slope mower payment	17-SW-01 Pay	n/a		15,476	15,476	15,476	15,476	61,904
Soil Conditioner	17-SW-02	n/a	6,800					6,800
SCADA Upgrade	17-SW-03	n/a	70,000					70,000
NCTC replace pipes	17-SW-04	n/a	170,000					170,000
Storm Water Protection Fund Total			281,050	29,726	49,726	29,726	49,726	439,954
Unfunded/Donors/Referendum								
CC Parking lot west	16-PR-001	n/a		1,400,000				1,400,000
Portable Pump	17-WW-200	n/a	68,000					68,000
VFW re fridge replacement	20-PR-001	n/a				850,000		850,000
CC R-22 change	20-PR-03	n/a				500,000		500,000

Source	Project#	Priority	2017	2018	2019	2020	2021	Total
Unfunded/Donors/Referendum Total			68,000	1,400,000		1,350,000		2,818,000
Wastewater Fund								
Lift Station Maintenance	10-WW-005	2	60,000					60,000
3/4 ton Pick up	17-WW-100	n/a	35,000					35,000
1 1/4 Ton Truck	19-WW-234	n/a			65,000			65,000
Wastewater Fund Total			95,000		65,000			160,000
Water Fund								
Water Main Replacement	10-W-001	3	450,000	450,000				900,000
Chemical Feed Equipment Replacement	10-W-004	3	150,252	150,252				300,504
Meters & Related Equipment	10-W-007	n/a	15,000	15,000				30,000
Water Fund Total			615,252	615,252				1,230,504
GRAND TOTAL			4,763,900	4,794,345	2,035,167	2,828,531	1,452,804	15,874,747

Report criteria:

- Active Projects
- All Categories
- All Departments
- All Priority Levels
- All Projects
- All Source Types
- Type: B or E or I or M or Z

East Grand Forks, Minnesota
Projected Tax Levies for 2017 and 2018 Borrowing

	2017 Bonds			2018 Bonds			
	2016 Mill/Overlay & Seal Coat	2016 Street Improvement 16A/J2	2017 Mill/Overlay & Seal Coat	20th St NW & 5th Ave NW	Frontage Road & 11th Ave NE	Rhinehart Drive Roundabout*	Total
Total Project Costs	940,291	344,176	1,486,340	1,584,120	1,031,800	397,886	4,903,806
Less Other Funds	(317,534)	-	-	-	-	-	(858,000)
Net to be Bonded	622,757	344,176	1,486,340	1,584,120	1,031,800	397,886	4,045,806
Estimate Principal Amount of Bonds	645,000	356,000	1,555,000	1,640,000	1,070,000	410,000	4,185,000
Estimated Average Annual Tax Levy ** (Debt Service at 105% Less Assessments)	2.824	58,606	55,897	155,741	101,747	45,605	539,031
Capitalized Interest	No	No	Yes	Yes	Yes	Yes	
<u>Assessment Details</u>							
Principal Amount to be Assessed	622,757	344,176	1,124,048	633,648	412,720	119,365	1,165,733
Term of Assessments	7 Years	20 years	7 Years	7 Years	7 Years	7 Years	
Interest Rate on Assessments	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	
Filing Year/First Collection Year	2016/2017	2016/2017	2017/2018	2018/2019	2018/2019	2018/2019	
Even Annual Payments							

* Byglund Roundabout to be issued as street reconstruction bonds, subject to bond counsel review (special provisions under Minnesota Statutes).

** Total estimated tax levy for each bond issue is based on the combined amortization of the multiple purposes; individual purposes have different terms. Total levy shown for 2018 Bonds applies to first 5 years.

\$2,200,000
City of East Grand Forks, Minnesota
General Obligation Improvement Bonds, Series 2017
Issue Summary

Total Issue Sources And Uses

Dated 02/01/2017 | Delivered 02/01/2017

	2016 Projects	2017 Projects	Issue Summary
Sources Of Funds			
Par Amount of Bonds.....	\$645,000.00	\$1,555,000.00	\$2,200,000.00
Planned Issuer Equity contribution.....	317,534.22	-	317,534.22
Total Sources.....	\$962,534.22	\$1,555,000.00	\$2,517,534.22
Uses Of Funds			
Deposit to Project Construction Fund.....	940,291.22	1,486,340.00	2,426,631.22
Costs of issuance.....	12,914.65	31,135.35	44,050.00
Deposit to Capitalized Interest (CIF) Fund.....	-	26,650.00	26,650.00
Total Underwriter's Discount (0.75%).....	4,837.50	11,662.50	16,500.00
Rounding Amount.....	4,490.85	(787.85)	3,703.00
Total Uses.....	\$962,534.22	\$1,555,000.00	\$2,517,534.22

\$2,200,000

City of East Grand Forks, Minnesota
General Obligation Improvement Bonds, Series 2017
Issue Summary

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2017	-	-	-	-	-	-	-	-	-
02/01/2018	90,000.00	1.350%	37,090.00	127,090.00	(26,650.00)	100,440.00	105,462.00	106,264.29	(802.29)
02/01/2019	300,000.00	1.450%	35,875.00	335,875.00	-	335,875.00	352,668.75	298,066.49	54,602.26
02/01/2020	305,000.00	1.500%	31,525.00	336,525.00	-	336,525.00	353,351.25	298,066.47	55,284.78
02/01/2021	310,000.00	1.600%	26,950.00	336,950.00	-	336,950.00	353,797.50	298,066.47	55,731.03
02/01/2022	315,000.00	1.700%	21,990.00	336,990.00	-	336,990.00	353,839.50	298,066.47	55,773.03
02/01/2023	320,000.00	1.800%	16,635.00	336,635.00	-	336,635.00	353,466.75	298,066.48	55,400.27
02/01/2024	325,000.00	1.900%	10,875.00	335,875.00	-	335,875.00	352,668.75	298,066.48	54,602.27
02/01/2025	235,000.00	2.000%	4,700.00	239,700.00	-	239,700.00	251,685.00	191,802.19	59,882.81
Total	\$2,200,000.00	-	\$185,640.00	\$2,385,640.00	(26,650.00)	\$2,358,990.00	\$2,476,939.50	\$2,086,465.34	\$390,474.16

Dated..... 2/01/2017
Delivery Date..... 2/01/2017
First Coupon Date..... 8/01/2017

Yield Statistics

Bond Year Dollars..... \$10,495.00
Average Life..... 4.770 Years
Average Coupon..... 1.7688423%
Net Interest Cost (NIC)..... 1.9260600%
True Interest Cost (TIC)..... 1.9324692%
Bond Yield for Arbitrage Purposes..... 1.7660392%
All Inclusive Cost (AIC)..... 2.3850443%

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Net Interest Cost..... 1.7688423%
Weighted Average Maturity..... 4.770 Years

\$4,185,000
City of East Grand Forks, Minnesota
General Obligation Bonds, Series 2018
Issue Summary

Total Issue Sources And Uses

Dated 04/01/2018 | Delivered 04/01/2018

	20th St. NW & 5th Ave. NW	Frontage Rd. & 11th Ave. NE	Rhinehart Drive	Street Reconstruction Bygland Roundabout	Issue Summary
Sources Of Funds					
Par Amount of Bonds.....	\$1,640,000.00	\$1,070,000.00	\$410,000.00	\$1,065,000.00	\$4,185,000.00
Planned Issuer Equity contribution.....	-	-	-	858,000.00	858,000.00
Total Sources.....	\$1,640,000.00	\$1,070,000.00	\$410,000.00	\$1,923,000.00	\$5,043,000.00
Uses Of Funds					
Deposit to Project Construction Fund.....	1,584,120.00	1,031,800.00	397,885.68	1,890,000.00	4,903,805.68
Deposit to Capitalized Interest (CIF) Fund.....	23,410.42	15,277.08	5,852.08	14,314.58	58,854.16
Costs of Issuance.....	19,133.34	12,483.33	4,783.33	12,425.00	48,825.00
Total Underwriter's Discount (0.750%).....	12,300.00	8,025.00	3,075.00	7,987.50	31,387.50
Rounding Amount.....	1,036.24	2,414.59	(1,596.09)	(1,727.08)	127.66
Total Uses.....	\$1,640,000.00	\$1,070,000.00	\$410,000.00	\$1,923,000.00	\$5,043,000.00

\$4,185,000
City of East Grand Forks, Minnesota
 General Obligation Bonds, Series 2018
 Issue Summary

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2019	-	-	58,854.16	58,854.16	(58,854.16)	-	-	-	-
02/01/2020	630,000.00	1.450%	70,625.00	700,625.00	-	700,625.00	735,656.25	199,246.40	536,409.85
02/01/2021	640,000.00	1.500%	61,490.00	701,490.00	-	701,490.00	736,564.50	199,246.39	537,318.11
02/01/2022	655,000.00	1.600%	51,890.00	706,890.00	-	706,890.00	742,234.50	199,246.42	542,988.08
02/01/2023	660,000.00	1.700%	41,410.00	701,410.00	-	701,410.00	736,480.50	199,246.42	537,234.08
02/01/2024	675,000.00	1.800%	30,190.00	705,190.00	-	705,190.00	740,449.50	199,246.41	541,203.09
02/01/2025	460,000.00	1.900%	18,040.00	478,040.00	-	478,040.00	501,942.00	199,246.41	302,695.59
02/01/2026	465,000.00	2.000%	9,300.00	474,300.00	-	474,300.00	498,015.00	199,246.41	298,768.59
Total	\$4,185,000.00	-	\$341,799.16	\$4,526,799.16	(58,854.16)	\$4,467,945.00	\$4,691,342.25	\$1,394,724.86	\$3,296,617.39

Dated..... 4/01/2018
 Delivery Date..... 4/01/2018
 First Coupon Date..... 8/01/2018

Yield Statistics

Bond Year Dollars..... \$19,392.50
 Average Life..... 4.634 Years
 Average Coupon..... 1.7625327%

Net Interest Cost (NIC)..... 1.9243865%
 True Interest Cost (TIC)..... 1.9310140%
 Bond Yield for Arbitrage Purposes..... 1.7600203%
 All Inclusive Cost (AIC)..... 2.2003901%

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Net Interest Cost..... 1.7625327%
 Weighted Average Maturity..... 4.634 Years

\$1,640,000

City of East Grand Forks, Minnesota
General Obligation Bonds, Series 2018
20th St. NW & 5th Ave. NW

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2019	-	-	23,410.42	23,410.42	(23,410.42)	-	-	-	-
02/01/2020	225,000.00	1.450%	28,092.50	253,092.50	-	253,092.50	265,747.13	108,302.75	157,444.38
02/01/2021	225,000.00	1.500%	24,830.00	249,830.00	-	249,830.00	262,321.50	108,302.74	154,018.76
02/01/2022	230,000.00	1.600%	21,455.00	251,455.00	-	251,455.00	264,027.75	108,302.75	155,725.00
02/01/2023	235,000.00	1.700%	17,775.00	252,775.00	-	252,775.00	265,413.75	108,302.76	157,110.99
02/01/2024	240,000.00	1.800%	13,780.00	253,780.00	-	253,780.00	266,469.00	108,302.75	158,166.25
02/01/2025	240,000.00	1.900%	9,460.00	249,460.00	-	249,460.00	261,933.00	108,302.75	153,630.25
02/01/2026	245,000.00	2.000%	4,900.00	249,900.00	-	249,900.00	262,395.00	108,302.76	154,092.24
Total	\$1,640,000.00	-	\$143,702.92	\$1,783,702.92	(23,410.42)	\$1,760,292.50	\$1,848,307.13	\$758,119.26	\$1,090,187.87

Dated..... 4/01/2018
Delivery Date..... 4/01/2018
First Coupon Date..... 8/01/2018

Yield Statistics

Bond Year Dollars..... \$8,026.67
Average Life..... 4.894 Years
Average Coupon..... 1.7903188%

Net Interest Cost (NIC)..... 1.9435580%
True Interest Cost (TIC)..... 1.9501301%
Bond Yield for Arbitrage Purposes..... 1.7600203%
All Inclusive Cost (AIC)..... 2.2059677%

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Net Interest Cost..... 1.7903188%
Weighted Average Maturity..... 4.894 Years

\$1,070,000

City of East Grand Forks, Minnesota
General Obligation Bonds, Series 2018
Frontage Rd. & 11th Ave. NE

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2019	-	-	15,277.08	15,277.08	(15,277.08)	-	-	-	-
02/01/2020	145,000.00	1.450%	18,332.50	163,332.50	-	163,332.50	171,499.13	70,541.86	100,957.27
02/01/2021	150,000.00	1.500%	16,230.00	166,230.00	-	166,230.00	174,541.50	70,541.86	103,999.64
02/01/2022	150,000.00	1.600%	13,980.00	163,980.00	-	163,980.00	172,179.00	70,541.87	101,637.13
02/01/2023	150,000.00	1.700%	11,580.00	161,580.00	-	161,580.00	169,659.00	70,541.86	99,117.14
02/01/2024	155,000.00	1.800%	9,030.00	164,030.00	-	164,030.00	172,231.50	70,541.85	101,669.65
02/01/2025	160,000.00	1.900%	6,240.00	166,240.00	-	166,240.00	174,552.00	70,541.86	104,010.14
02/01/2026	160,000.00	2.000%	3,200.00	163,200.00	-	163,200.00	171,360.00	70,541.86	100,818.14
Total	\$1,070,000.00	-	\$93,869.58	\$1,163,869.58	(15,277.08)	\$1,148,592.50	\$1,206,022.13	\$493,793.02	\$712,229.11

Dated..... 4/01/2018
Delivery Date..... 4/01/2018
First Coupon Date..... 8/01/2018

Yield Statistics

Bond Year Dollars..... \$5,241.67
Average Life..... 4.899 Years
Average Coupon..... 1.7908346%

Net Interest Cost (NIC)..... 1.9439348%
True Interest Cost (TIC)..... 1.9505010%
Bond Yield for Arbitrage Purposes..... 1.7600203%
All Inclusive Cost (AIC)..... 2.2061214%

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Net Interest Cost..... 1.7908346%
Weighted Average Maturity..... 4.899 Years

\$410,000
City of East Grand Forks, Minnesota
General Obligation Bonds, Series 2018
Rhinehart Drive

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2019	-	-	5,852.08	5,852.08	(5,852.08)	-	-	-	-
02/01/2020	55,000.00	1.450%	7,022.50	62,022.50	-	62,022.50	65,123.63	20,401.79	44,721.84
02/01/2021	55,000.00	1.500%	6,225.00	61,225.00	-	61,225.00	64,286.25	20,401.79	43,884.46
02/01/2022	60,000.00	1.600%	5,400.00	65,400.00	-	65,400.00	68,670.00	20,401.80	48,268.20
02/01/2023	60,000.00	1.700%	4,440.00	64,440.00	-	64,440.00	67,662.00	20,401.80	47,260.20
02/01/2024	60,000.00	1.800%	3,420.00	63,420.00	-	63,420.00	66,591.00	20,401.81	46,189.19
02/01/2025	60,000.00	1.900%	2,340.00	62,340.00	-	62,340.00	65,457.00	20,401.80	45,055.20
02/01/2026	60,000.00	2.000%	1,200.00	61,200.00	-	61,200.00	64,260.00	20,401.79	43,858.21
Total	\$410,000.00	-	\$35,899.58	\$445,899.58	(5,852.08)	\$440,047.50	\$462,049.88	\$142,812.58	\$319,237.30

Dated..... 4/01/2018
 Delivery Date..... 4/01/2018
 First Coupon Date..... 8/01/2018

Yield Statistics

Bond Year Dollars..... \$2,006.67
 Average Life..... 4.894 Years
 Average Coupon..... 1.7890156%

Net Interest Cost (NIC)..... 1.9422548%
 True Interest Cost (TIC)..... 1.9488349%
 Bond Yield for Arbitrage Purposes..... 1.7600203%
 All Inclusive Cost (AIC)..... 2.2046300%

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Net Interest Cost..... 1.7890156%
 Weighted Average Maturity..... 4.894 Years

\$1,065,000

City of East Grand Forks, Minnesota
General Obligation Bonds, Series 2018
Street Reconstruction - Bygland Roundabout

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Levy Required
02/01/2019	-	-	14,314.58	14,314.58	(14,314.58)	-	-	-
02/01/2020	205,000.00	1.450%	17,177.50	222,177.50	-	222,177.50	233,286.38	233,286.38
02/01/2021	210,000.00	1.500%	14,205.00	224,205.00	-	224,205.00	235,415.25	235,415.25
02/01/2022	215,000.00	1.600%	11,055.00	226,055.00	-	226,055.00	237,357.75	237,357.75
02/01/2023	215,000.00	1.700%	7,615.00	222,615.00	-	222,615.00	233,745.75	233,745.75
02/01/2024	220,000.00	1.800%	3,960.00	223,960.00	-	223,960.00	235,158.00	235,158.00
Total	\$1,065,000.00	-	\$68,327.08	\$1,133,327.08	(14,314.58)	\$1,119,012.50	\$1,174,963.13	\$1,174,963.13

Dated..... 4/01/2018
Delivery Date..... 4/01/2018
First Coupon Date..... 8/01/2018

Yield Statistics

Bond Year Dollars..... \$4,117.50
Average Life..... 3.866 Years
Average Coupon..... 1.6594312%
Net Interest Cost (NIC)..... 1.8534203%
True Interest Cost (TIC)..... 1.8610834%
Bond Yield for Arbitrage Purposes..... 1.7600203%
All Inclusive Cost (AIC)..... 2.1804268%

IRS Form 8038

Net Interest Cost..... 1.6594312%
Weighted Average Maturity..... 3.866 Years

For Bygland Roundabout

Since no portions
is assessed

Springsted

Springsted Incorporated
380 Jackson Street, Suite 300
Saint Paul, MN 55101-2887

Tel: 651-223-3000
Fax: 651-223-3002
www.springsted.com

MEMORANDUM

TO: Karla Anderson, Finance Director

FROM: Brenda Krueger

DATE: September 15, 2016

SUBJECT: General Obligation Street Reconstruction Bonds

Below is detailed information on what types of street projects qualify to be financed with street reconstruction bonds. Unlike general obligation improvement bonds that are supported by special assessments, general obligation street reconstruction bonds can be repaid entirely from tax levies; but on the other hand street reconstruction bonds do count against the City's legal debt limit. At the end of this memorandum is the actual wording from Minnesota Statutes, Section 475.58, Subdivision 3b regarding the adoption of a street reconstruction plan and the related financing of general obligation street reconstruction bonds.

Street reconstruction bonds may be used to finance utility replacement and relocation and other activities incidental to the street reconstruction, turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads, and the local share of state and county road projects. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and the local share of state and county road projects, street reconstruction does not include the portion of project cost allocable to widening a street or adding curbs and gutters where none previously existed.

As further clarification our clients have been advised that certain activities such as cleaning out road cracks and filling them in, and seal-coating do not qualify as permitted activities to be financed by street reconstruction bonds. Adding an inch or so of overlay also would not qualify unless done in conjunction with removal of an inch of existing road.

General obligation street reconstruction bonds are subject to the City's legal debt limit. The City's legal debt limit is equal to 3% of its estimated market value (EMV).

The approval of the street reconstruction plan and the issuance of any related debt require a public hearing and are subject to reverse referendum.

Street Reconstruction Plan

Street reconstruction bonds must be issued in accordance with an approved street reconstruction plan which describes the street reconstruction or overlay to be financed, the estimated costs, and any planned reconstruction or overlay of other streets in the municipality over the next five years.

Authorizing the Sale of Bonds

The City Council must hold a public hearing on the proposed plan and the issuance of bonds. The public hearing notice must be published in the official newspaper of the city at least 10 days but not more than 28 days prior to the

Public Sector Advisors

hearing. Following the public hearing, the street reconstruction plan and the issuance of bonds must be approved by a unanimous vote of the members of the City Council present.

A referendum may be required by a petition signed by voters equal to 5% of the votes cast in the last city general election and filed with the municipal clerk within 30 days of the public hearing. This provision creates a minimum 45-day gap between the decision to issue bonds and first potential sale date. If a petition is received and no election is held, bonds for the same purpose and the same amount cannot be proposed for 365 days.

Minnesota Statutes, Section 475.58, Subdivision 3b

(a) A municipality may, without regard to the election requirement under subdivision 1, issue and sell obligations for street reconstruction, if the following conditions are met:

(1) the streets are reconstructed under a **street reconstruction plan** that describes the street reconstruction to be financed, the estimated costs, and any planned reconstruction of other streets in the municipality over the next five years, and the plan and issuance of the obligations has been approved by a vote of all of the members of the governing body present at the meeting following a public hearing for which notice has been published in the official newspaper at least ten days but not more than 28 days prior to the hearing; and

(2) if a petition requesting a vote on the issuance is signed by voters equal to five percent of the votes cast in the last municipal general election and is filed with the municipal clerk within 30 days of the **public hearing**, the municipality may issue the bonds only after obtaining the approval of a majority of the voters voting on the question of the issuance of the obligations.

(b) Obligations issued under this subdivision are **subject to the debt limit** of the municipality and are not excluded from net debt under section 475.51, subdivision 4.

(c) For purposes of this subdivision, street reconstruction includes utility replacement and relocation and other activities incidental to the street reconstruction, turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads, and the local share of state and county road projects.

(d) Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and the local share of state and county road projects, street reconstruction does not include the portion of project cost allocable to widening a street or adding curbs and gutters where none previously existed.

Administration and Finance

Expenditure	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Administration	\$ 347,339	\$ 340,203	\$ 391,576	\$ 437,491
Finance and Accounting	113,188	121,442	130,470	138,014
Accounting and Auditing	35,097	41,178	35,000	45,000
City Assessor	29,200	29,296	29,000	29,000
City Attorney	146,612	153,813	152,500	152,500
Total	\$ 671,436	\$ 685,932	\$ 738,546	\$ 802,005

Expenditure Type	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Personnel	\$ 410,478	\$ 418,827	\$ 459,276	\$ 506,105
Supplies	5,168	3,736	4,656	8,475
Other operating	255,790	263,370	270,795	287,425
Capital outlay	-	-	-	-
Total	\$ 671,436	\$ 685,932	\$ 734,727	\$ 802,005

Funding Source	2014 Actual	2015 Actual	2016 Budget	2017 Budget
General Fund	\$ 496,138	\$ 548,990	\$ 645,302	\$ 732,880
License & Permits	58,897	58,669	57,925	58,125
Federal Grants	97,755	59,227	10,000	10,000
Charges for Services	18,647	19,047	21,500	1,000
Total	\$ 671,436	\$ 685,932	\$ 734,727	\$ 802,005

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Administration	2.50	2.50	2.50	2.50
Accounting	2.50	2.50	2.50	2.50
Total	5.00	5.00	5.00	5.00

**City of East Grand Forks, Minnesota
General Fund Expenditures**

Council	Account Number	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
	101-41-110-41010	Salaries & Wages	41,250	42,000	42,000	42,000
	101-41-110-41210	PERA Contributions	1,200	1,500	2,100	2,100
	101-41-110-41220	FICA Contributions	3,156	3,213	3,213	3,213
	101-41-110-43080	Educational/Training Fees	850	410	1,000	1,000
	101-41-110-43300	Travel Expenses	1,446	2,212	5,000	5,000
	101-41-110-44300	Miscellaneous	765	148	931	931
		\$	48,667	49,483	54,244	54,244
			0			
	101-41-130-43500	Printing & Publishing	1,195	549	3,000	3,000
	101-41-130-44300	Miscellaneous	-	-	-	-
		\$	1,195	549	3,000	3,000
Mayor						
	101-41-310-41010	Salaries & Wages	9,600	9,600	9,600	9,600
	101-41-310-41210	PERA Contributions	480	480	500	500
	101-41-310-41220	FICA Contributions	681	681	734	734
	101-41-310-42000	General Supplies	-	-	186	186
	101-41-310-43080	Educational/Training Fees	131	65	400	400
	101-41-310-43200	Communications	110	113	373	373
	101-41-310-43300	Travel Expenses	769	650	1,500	1,500
	101-41-310-44300	Miscellaneous	336	120	931	931
		\$	12,108	11,709	14,224	14,224
			0			
Elections						
	101-41-410-41030	Salaries & Wages - PT	-	-	-	-
	101-41-410-41210	PERA Contributions	-	-	-	-
	101-41-410-41220	FICA Contributions	-	-	-	-
	101-41-410-42000	General Supplies	-	-	-	-
	101-41-410-43190	Professional Services	9,188	204	25,000	300
	101-41-410-44300	Miscellaneous	(10)	-	-	-
		\$	9,178	204	25,000	300

City of East Grand Forks, Minnesota

General Fund Expenditures

Account Number	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Administration					
101-41-510-41010	Salaries & Wages	227,420	225,374	244,358	268,752
101-41-510-41020	Salaries & Wages - Overtime	1,310	2,488	1,000	1,000
101-41-510-41030	Salaries & Wages - PT	-	-	4,000	5,100
101-41-510-41210	PERA Contributions	16,180	16,837	18,402	20,231
101-41-510-41220	FICA Contributions	15,691	15,581	19,076	21,026
101-41-510-41290	Sick Leave Contributions	-	-	4,000	4,000
101-41-510-41300	Insurance Contributions	41,495	41,094	43,926	53,937
101-41-510-42000	General Supplies	3,144	2,686	4,656	4,656
101-41-510-42400	Small Tools & Equipment	2,023	1,050	2,794	2,794
101-41-510-43080	Educational/Training Fees	3,102	1,039	5,000	5,000
101-41-510-43190	Professional Services	18,085	7,372	25,000	25,000
101-41-510-43200	Communications	3,908	11,263	4,657	10,100
101-41-510-43300	Travel Expenses	5,956	2,992	6,000	6,000
101-41-510-44000	Repairs & Maintenance	4,503	6,582	5,913	7,100
101-41-510-44300	Miscellaneous	4,521	5,846	2,794	2,794
101-41-510-45700	Equipment	-	-	-	-
		\$ 347,339	\$ 340,203	\$ 391,576	\$ 437,491
Accounting & Auditing					
101-41-530-43010	Accounting & Auditing	35,097	41,178	35,000	45,000
		\$ 35,097	\$ 41,178	\$ 35,000	\$ 45,000
City Assessor					
101-41-550-43000	Professional Services	29,200	29,296	29,000	29,000
		\$ 29,200	\$ 29,296	\$ 29,000	\$ 29,000
City Attorney					
101-41-610-42000	General Supplies	-	-	-	-
101-41-610-43040	Legal Services	146,612	152,756	150,000	150,000
101-41-610-43200	Communications	-	-	-	-
101-41-610-43300	Travel Expenses	-	-	-	-
101-41-610-44300	Miscellaneous	-	1,057	2,500	2,500
		\$ 146,612	\$ 153,813	\$ 152,500	\$ 152,500
Civil Service Commission					
101-41-912-41010	Salaries & Wages	3,000	2,500	3,000	3,000
101-41-912-41220	FICA Contributions	230	191	230	230
101-41-912-43190	Professional Services	-	-	-	-
101-41-912-44300	Miscellaneous	-	-	233	233
		\$ 3,230	\$ 2,691	\$ 3,463	\$ 3,463

**City of East Grand Forks, Minnesota
General Fund Expenditures**

Account Number	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
101-41-920-41010	Salaries & Wages	82,909	90,372	94,419	100,660
101-41-920-41210	PERA Contributions	6,046	6,671	6,963	7,424
101-41-920-41220	FICA Contributions	5,512	5,979	7,223	7,701
101-41-920-41290	Sick Leave Contributions	-	-	1,000	1,000
101-41-920-41300	Insurance Contributions	13,915	14,430	14,909	15,273
101-41-920-42400	Small Tools & Equipment	-	-	1,025	1,025
101-41-920-43080	Educational/Training Fees	-	750	1,000	2,000
101-41-920-43300	Travel Expenses	3,892	2,400	3,000	2,000
101-41-920-44300	Miscellaneous	914	839	931	931
101-41-920-45700	Equipment	-	-	-	-
		\$ 113,188	\$ 121,442	\$ 130,470	\$ 138,014

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
101-46-000-44370	Residential Tax Rebate	11,864	20,932	60,000	75,000
	\$	11,864	20,932	60,000	75,000
Unallocated Expenditures					
101-49-200-41510	Worker's Compensation	3,222	19,524	10,000	10,000
101-49-200-43610	L/P/F Insurance	171,376	165,269	162,240	162,240
101-49-200-43720	Donations	-	-	-	-
101-49-200-43730	Promotion (Lodging Tax)	14,625	25,283	17,260	41,435
101-49-200-44000	Repairs & Maintenance-Gen Fund	8,814	6,570	-	-
101-49-200-44330	Memberships	21,892	23,179	20,000	20,000
101-49-200-44390	Other Miscellaneous	20,073	21,438	25,000	25,000
101-49-200-44490	Water & Light Contra Service	-	-	30,000	-
101-49-200-45300	Capital Outlay	2,128	2,900	30,000	70,000
101-49-200-45390	Water & Light-contr Capital	171,402	184,789	36,639	36,639
	\$	413,532	448,950	331,139	365,314
Transfers					
101-49-300-47200	Transfers-Capital Projects	319,000	1,163,958	33,000	134,000
101-49-300-47210	Transfers-Debt Service	17,533	24,014	21,704	133,291
101-49-300-47220	Transfers-Transit Fund	81,664	183,137	102,178	30,843
101-49-300-47230	Transfers-EDA	37,555	156,763	186,613	181,528
101-49-300-47260	Transfers-Cemetery	-	27,923	15,455	6,710
101-49-300-47270	Transfers - Library	-	-	-	-
101-49-300-47280	Transfers - Senior Center	-	-	-	-
	\$	455,752	1,555,795	358,950	486,371

Council and Commissions

Expenditure	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Council	\$ 48,667	\$ 49,483	\$ 54,244	\$ 54,244
Ordinances and Proceedir	1,195	549	3,000	3,000
Mayor	12,108	11,709	14,224	14,224
Elections	9,178	204	25,000	300
Civil Service Commission	3,230	2,691	3,463	3,463
Total	\$ 74,377	\$ 64,636	\$ 99,931	\$ 75,231

Expenditure Type	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Personnel	\$ 59,597	\$ 60,166	\$ 61,377	\$ 61,377
Supplies	-	-	186	186
Other operating	14,781	4,471	38,368	13,668
Capital outlay	-	-	-	-
Total	\$ 74,377	\$ 64,636	\$ 99,931	\$ 75,231

Funding Source	2014 Actual	2015 Actual	2016 Budget	2017 Budget
General Fund	\$ 74,377	\$ 64,636	\$ 99,931	\$ 75,231
Total		\$ 64,636	\$ 99,931	\$ 75,231

Request for Council Action

Date: September 27, 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: Charlotte Helgeson, Library Director

RE: 2017 Budget Proposal Review

2017 Library Budget Considerations:

Significant changes to the Library Operations budget for 2017 are listed below.

1. Additional staff—A full-time Circulation Librarian is needed to provide front desk support and supervision of part-time staff and volunteers. A professional librarian's skill set is required to coordinate with the school systems, facilitate research, balance the collection, develop circulation ILS (Integrated Library software) procedures and cooperate with outreach programs. The number of part-time staff will decrease. Overall budget increase for this position is \$54,000 in 2017.
2. Small Tools & Equipment is increased due to software packages and a Sound Room.
3. Building Expenses: A) Maintenance Worker is shared with Police, Sunshine Terrace and City Hall. B) The Custodial position was replaced with a contracted cleaning company.
4. Education/Training and Travel was increased to develop technical and professional skills.
5. Recoded expenses: A) Electronic materials are listed separately from Books. B) Boiler Inspections are listed under Administration Repairs & Maintenance.

Capital Expenses: 2017 Nothing
2018 Windows \$180,000
2019 General Area Carpet \$142,000

Recommendation: The Library Board and the Library Director recommend the City Council approve the 2017 Library Budget as proposed.

City of East Grand Forks, Minnesota

General Fund Expenditures

Account Number	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Library Administration					
101-45-500-41010	Salaries & Wages	89,180	88,832	88,477	91,081
101-45-500-41020	Salaries & Wages - Overtime	-	-	-	-
101-45-500-41030	Salaries & Wages - PT	16,378	10,527	11,000	11,000
101-45-500-41210	PERA Contributions	6,786	7,153	7,461	8,081
101-45-500-41220	FICA Contributions	7,764	7,428	7,610	8,243
101-45-500-41290	Sick Leave Contributions	-	-	-	-
101-45-500-41300	Insurance Contributions	6,285	6,424	6,751	9,630
101-45-500-42000	General Supplies	340	443	350	400
101-45-500-42400	Small Tools & Equipment	62	-	500	800
101-45-500-43080	Educational/Training Fees	235	-	500	600
101-45-500-43200	Communications	2,417	2,342	3,000	3,300
101-45-500-43300	Travel Expenses	965	-	1,000	3,600
101-45-500-43360	Other Professional Services	10,579	2,423	1,500	3,300
101-45-500-43610	L/P/F Insurance	4,346	4,119	5,600	5,600
101-45-500-44000	Repairs & Maintenance	7,920	7,185	-	6,600
101-45-500-44300	Miscellaneous	-	871	900	900
		\$ 153,257	\$ 137,748	\$ 134,649	\$ 153,134
Circulation					
101-45-502-41010	Salaries & Wages	51,688	57,248	60,937	120,078
101-45-502-41020	Salaries & Wages - Overtime	-	-	-	-
101-45-502-41030	Salaries & Wages - PT	43,768	46,921	62,202	52,460
101-45-502-41210	PERA Contributions	5,619	6,211	5,320	12,940
101-45-502-41220	FICA Contributions	6,954	7,757	9,420	13,199
101-45-502-41300	Insurance Contributions	5,792	5,991	6,175	15,633
101-45-502-42000	General Supplies	3,297	3,370	3,300	3,400
101-45-502-42100	Books	38,184	35,219	30,000	32,000
101-45-502-42150	Periodicals	2,929	1,691	2,500	2,500
101-45-502-42200	Audio Materials	2,126	2,073	1,200	1,200
101-45-502-42250	Electronic materials	-	-	-	10,000
101-45-502-42300	Audio Visual Materials	1,177	1,470	1,500	1,600
101-45-502-42400	Small Tools & Equipment	935	544	900	6,000
101-45-502-43080	Educational/Training Fees	-	500	650	1,200
101-45-502-43300	Travel Expenses	-	-	650	2,400
101-45-502-43360	Other Professional Services	6,677	15,968	19,000	19,000
101-45-502-44300	Miscellaneous	-	-	-	-
101-45-502-45700	Equipment	-	-	-	-
		\$ 169,147	\$ 184,963	\$ 203,754	\$ 293,611

City of East Grand Forks, Minnesota

General Fund Expenditures

Account Number	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Programs					
101-45-504-41010	Salaries & Wages	51,460	55,399	59,055	63,061
101-45-504-41030	Salaries & Wages - PT	35,502	40,622	47,887	48,924
101-45-504-41210	PERA Contributions	6,312	7,086	8,021	4,730
101-45-504-41220	FICA Contributions	6,632	7,310	8,181	4,824
101-45-504-41300	Insurance Contributions	6,224	6,636	6,678	15,273
101-45-504-42000	General Supplies	1,533	274	1,500	1,600
101-45-504-42400	Small Tools & Equipment	-	-	-	3,000
101-45-504-43080	Educational/Training Fees	446	230	700	800
101-45-504-43300	Travel Expenses	328	1,252	1,200	2,800
101-45-504-43360	Other Professional Services	-	-	-	-
101-45-504-44300	Miscellaneous	915	1,126	1,000	1,000
101-45-504-45700	Equipment	-	-	-	-
		\$ 109,352	\$ 119,935	\$ 134,222	\$ 146,012
Library Building					
101-45-506-41010	Salaries & Wages	11,392	8,240	12,985	-
101-45-506-41015	Salary & Wages - Bldng Maint	-	-	-	5,665
101-45-506-41210	PERA Contributions	827	618	974	425
101-45-506-41220	FICA Contributions	872	630	993	433
101-45-506-42000	General Supplies	2,279	2,824	3,000	3,000
101-45-506-42400	Small Tools & Equipment	469	86	550	600
101-45-506-43360	Other Professional Services	-	-	-	-
101-45-506-43610	L/P/F Insurance	-	-	-	-
101-45-506-43800	Utilities	23,683	23,166	25,000	25,000
101-45-506-44000	Repairs & Maintenance	19,457	15,290	12,000	16,000
101-45-506-44230	Custodial Services	1,318	7,770	1,000	20,600
101-45-506-44300	Miscellaneous	25	-	-	-
101-45-506-45300	Improvements	-	-	-	-
101-45-506-45700	Equipment	-	-	7,000	-
		\$ 60,321	\$ 58,624	\$ 63,502	\$ 71,724

Library

Expenditure	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Administration	\$ 153,257	\$ 137,748	\$ 134,649	\$ 153,134
Circulation	169,147	184,963	203,754	293,611
Programs	109,352	119,935	134,222	146,012
Building	60,321	58,624	63,502	71,724
Total	\$ 492,077	\$ 501,270	\$ 536,127	\$ 664,481

Expenditure Type	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Personnel	\$ 359,434	\$ 371,034	\$ 410,127	\$ 485,681
Supplies	53,332	47,994	45,300	66,100
Other operating	79,311	82,242	73,700	112,700
Capital outlay	-	-	7,000	-
Total	\$ 492,077	\$ 501,270	\$ 536,127	\$ 664,481

Funding Source	2014 Actual	2015 Actual	2016 Budget	2017 Budget
General Fund	\$ 477,459	\$ 491,396	\$ 523,727	\$ 650,581
Fees & Donations	8,404	4,116	6,400	7,700
Book Sales	50	-	-	-
Interest Earnings	-	-	-	-
Other Revenues	6,218	5,806	5,000	5,200
Grants	(54)	(48)	-	-
Transfers (Trust)	-	-	1,000	1,000
Transfers (General Fund)	-	-	-	-
Total	\$ 492,077	\$ 501,270	\$ 536,127	\$ 664,481

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Administration	1.50	1.50	1.50	1.50
Circulation	2.73	2.73	2.73	3.50
Programs	2.15	2.15	2.15	2.15
Building Maintenance	0.40	0.40	0.40	0.40
Total	6.78	6.78	6.78	7.55

Request for Council Action

Date: 9-22-2016

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: Budget Presentation

Please see below the proposed 2017 Public Works budget. I will briefly cover the changes in each budgeted area at the Work Session, as well as present our Capital Improvements budget.

Public Works

Expenditure	2014 Actual	2015 Actual	2016 Actual	2017 Budget
Administration	\$ 100,876	\$ 111,570	\$ 113,492	\$ 161,344
Streets	\$ 347,047	\$ 402,150	\$ 580,182	\$ 548,498
City Engineer	\$ 62,790	\$ 42,926	\$ 35,000	\$ 40,000
Downtown Parking Lots	\$ 6,407	\$ 3,693	\$ 9,943	\$ 9,165
Ice & Snow Removal	\$ 206,408	\$ 141,274	\$ 218,786	\$ 241,308
Equipment	\$ 324,451	\$ 229,490	\$ 262,816	\$ 230,272
Equipment Building	\$ 82,696	\$ 58,432	\$ 88,150	\$ 85,300
City Shop	\$ 85,733	\$ 114,082	\$ 64,230	\$ 68,205
Street Lighting	\$ 182,861	\$ 162,054	\$ 185,000	\$ 185,000
Street Cleaning	\$ 120,708	\$ 25,372	\$ 28,331	\$ 56,623
Weed Control	\$ 44,414	\$ 35,963	\$ 59,389	\$ 124,599
Traffic Engineering	\$ 42,558	\$ 66,989	\$ 54,872	\$ 62,809
Total	\$ 1,606,949	\$ 1,393,995	\$ 1,700,191	\$ 1,813,123

Recommendation: Approve preliminary budgets as presented.

Request for Council Action

Date: September 22, 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: Fire Chief Gary Larson

RE: 2017 Fire Department Budget

I am presenting the following changes to the Fire Department Budget for 2017.

1. Wages and benefits increase according to labor contract.
 2. 101-42-200-43300 Travel Expenses: Asking for an increase of \$2000. to send personnel out to training.
 3. 101-42-220-42070 Fire Prevention: Asking for an increase of \$569 for enhancing our Fire Prevention Program, and Night Out Program.
 4. 101-42-220-42170 Uniforms: Asking for an increase of \$2000. to honor labor contract and still have dollars for Paid On Call uniforms.
-

Respectfully,

Gary Larson Fire Chief East Grand Forks

City of East Grand Forks, Minnesota General Fund Expenditures

Account Number	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Fire Protection Services					
101-42-220-41010	Salaries & Wages	550,299	576,050	565,238	556,275
101-42-220-41020	Salaries & Wages - Overtime	34,469	36,768	65,000	65,000
101-42-220-41060	Salaries & Wages - Volunteers	26,845	21,316	28,800	28,800
101-42-220-41210	PERA Contributions	89,296	98,943	91,569	90,117
101-42-220-41220	FICA Contributions	10,080	10,071	8,196	8,066
101-42-220-41240	Firemans Relief Assoc	58,794	65,147	58,850	65,147
101-42-220-41290	Sick Leave Contributions	-	-	10,000	10,000
101-42-220-41300	Insurance Contributions	86,507	83,953	87,923	90,260
101-42-220-41510	Worker's Compensation	30,616	48,135	28,000	28,000
101-42-220-42070	Fire Prevention	1,020	877	931	1,500
101-42-220-42120	Fuels & Lubricants	9,210	6,712	10,000	10,000
101-42-220-42170	Uniforms	2,911	2,561	3,760	5,760
101-42-220-42400	Small Tools & Equipment	15,044	12,683	20,000	20,000
101-42-220-43080	Educational/Training Fees	980	2,020	4,700	4,700
101-42-220-43360	Other Professional Services	3,890	1,652	4,000	4,000
101-42-220-43800	Utilities	24,144	20,744	21,420	21,420
101-42-220-44000	Repairs & Maintenance	20,774	18,158	25,000	25,000
101-42-220-44050	Cleaning Service	691	575	931	931
101-42-220-44190	Central Equipment Fund Rental	43,808	137,675	137,664	137,675
101-42-220-44230	Custodial Services	833	833	1,200	1,200
101-42-220-45300	Improvements	-	-	-	31,156
101-42-220-45700	Equipment	-	-	-	53,500
		\$ 1,010,211	\$ 1,144,871	\$ 1,173,281	\$ 1,258,507
Rural Fire Protection Service					
101-42-221-41060	Salaries & Wages - Volunteers	236	3,110	2,500	2,500
101-42-221-41220	FICA Contributions	5	228	191	191
		\$ 241	\$ 3,337	\$ 2,691	\$ 2,691

**City of East Grand Forks, Minnesota
General Fund Expenditures**

Account Number	Description	2014 Actual	2015 Actual	2016 Budget	2017 Budget
101-42-200-41010	Salaries & Wages	84,925	95,130	89,558	96,043
101-42-200-41015	Salaries & Wages-Bldng Maint				629
101-42-200-41210	PERA Contributions	12,620	15,004	14,508	15,606
101-42-200-41220	FICA Contributions	1,141	1,279	1,299	1,441
101-42-200-41290	Sick Leave Contributions	-	-	3,000	3,000
101-42-200-41300	Insurance Contributions	13,726	15,116	14,978	15,530
101-42-200-41510	Worker's Compensation	427	849	700	700
101-42-200-42000	General Supplies	1,586	906	2,794	2,794
101-42-200-42400	Small Tools & Equipment	661	675	931	931
101-42-200-43200	Communications	6,617	7,343	6,519	6,519
101-42-200-43300	Travel Expenses	5,220	2,590	5,000	7,000
101-42-200-43610	L/P/F Insurance	-	-	-	-
101-42-200-44050	Cleaning Service	49	48	93	93
101-42-200-44300	Miscellaneous	2,403	1,097	1,863	1,863
		\$ 129,377	\$ 140,038	\$ 141,243	\$ 152,149

Fire

Expenditure	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Administration	\$ 129,377	\$ 140,038	\$ 141,243	\$ 152,149
Fire protection services	1,010,211	1,144,871	1,173,281	1,258,507
Emergency management	-	-	-	-
Rural Fire	241	3,337	2,691	2,691
Total	\$ 1,139,828	\$ 1,288,247	\$ 1,317,216	\$ 1,413,347

Expenditure Type	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Personnel	\$ 999,987	\$ 1,071,098	\$ 1,070,310	\$ 1,077,305
Supplies	30,433	24,414	38,416	40,985
Other operating	109,409	192,735	208,490	210,401
Capital outlay	-	-	-	84,656
Total	\$ 1,139,828	\$ 1,288,247	\$ 1,317,216	\$ 1,413,347

Funding Source	2014 Actual	2015 Actual	2016 Budget	2017 Budget
General Fund	\$ 771,168	\$ 908,840	\$ 953,226	\$ 1,029,296
Fire state aid	58,794	65,147	58,850	65,147
Ambulance subsidy	20,111	23,767	21,000	22,000
Rescue unit/Service fee	239,998	240,299	235,000	245,000
Rural fire service	49,758	50,194	49,140	51,904
Total	\$ 1,139,828	\$ 1,288,247	\$ 1,317,216	\$ 1,413,347

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2014 Actual	2015 Actual	2016 Budget	2017 Budget
Administration	1.00	1.00	1.00	1.00
Fire Protection	9.00	9.00	9.00	9.00
Total	10.00	10.00	10.00	10.00

City of East Grand Forks, MN

Capital Improvement Plan

2017 thru 2021

PROJECTS BY DEPARTMENT

Department	Project#	Priority	2017	2018	2019	2020	2021	Total
Administration								
City Hall window caulking	16-AD-001	n/a				16,000		16,000
Department Computers	16-city-01	n/a	20,000	20,000	20,000	20,000		80,000
Microsoft Office upgrade	17-City-01	n/a	40,000					40,000
Administration Total			60,000	20,000	20,000	36,000		136,000
Building Maintenance								
Public Building Improvements	11-BM-001	n/a	0					0
Building Maintenance Total			0					0
Electric Utility								
New Development	10-EU-002	n/a	100,000	100,000				200,000
Distribution System Replacement	10-EU-003	n/a	500,000	500,000	500,000			1,500,000
Street Lights	10-EU-004	n/a	300,000	300,000				600,000
Vehicles & Equipment	10-EU-006	n/a	130,000	115,000				245,000
Meters & Related Equipment	10-EU-007	n/a	15,000	15,000				30,000
Leasehold Improvements	10-EU-011	n/a	2,500	2,500				5,000
Printer, Copiers, Cameras & Related Technology	10-EU-015	n/a	12,000	12,000				24,000
Electric Utility Total			1,059,500	1,044,500	500,000			2,604,000
Fire Protection								
Aerial Platform Truck Payment	12PAY04	1	87,931	87,931	87,931	87,931	87,931	439,655
Rescue truck payment 2014	14-FD-006	n/a	16,744	16,744	16,744	16,744	16,744	83,720
Fire Truck Payment	15-fd	1	33,000	33,000				66,000
Pumper Truck-replace engine 403	15-FD-001	n/a	500,000					500,000
Station 2 HVAC	15-FD-003	n/a	8,700					8,700
Suburban	15-FD-004	n/a	53,500					53,500
Station 2 Parking Lot	15-FD-005	n/a	26,700					26,700
Payment Rural-city pumper truck	17-FD Pay	n/a		42,207	42,207	42,207	42,207	168,828
Station 2 Roof	17-FD-001	n/a				45,000		45,000
Station 1 Roof	18-FD-001	n/a				83,000		83,000
Station 2 Carpet	19-FD-01	n/a			4,100			4,100
Fire Protection Total			726,575	179,882	150,982	274,882	146,882	1,479,203
Library								
Library Window Replacment	14-LI-001	n/a		180,000				180,000
Library Carpet replacement	16-LI-001	n/a			142,000			142,000
Library Total				180,000	142,000			322,000
Parks and Recreation								
VFW Zamboni Payment	08PAY02	1	9,500					9,500
Park Playground Equipment	08-PR-004	n/a	14,000	30,000				44,000

Request for Council Action

Date: September 20, 2016

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

Cc: File

From: City Administrator David Murphy

RE: Kennedy Bridge Cooperative Maintenance Agreement.

Background

The City of Grand Forks and East Grand Forks have been working cooperatively to develop a Maintenance Agreement to clarify responsibilities after the Kennedy Bridge is rehabilitated. Enclosed is the "final" draft as agreed to as of September 23, 2016. Enclosed with your packet are:

1. The Draft Agreement as of September 23, 2016
2. Memo from City Attorney Ron Galstad defining his comments/suggestions for the agreement.
3. E-mail chain from Grand Forks Engineer Mark Walker, MnDOT Representative Roger Hille and MnDOT Representative Joseph McKinnon defining the changes, comments and concerns of all involved.
4. Letter from MnDOT District 2 Bridge Engineer Paul Konickson requesting signatures from Grand Forks and East Grand Forks.

Staff Recommendation

City Engineers Emery and Bail, Public Works Superintendent Stordahl and I will be meeting on Friday, September 23, 2016 to review any remaining concerns and/or questions City Staff may have prior to Tuesday's Work Session.

1

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
EAST GRAND FORKS
And
GRAND FORKS
And
STATE OF NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION
COOPERATIVE MAINTENANCE
AGREEMENT**

Minnesota Project No. (S.P.):	<u>6018-02</u>	North Dakota Project No.:	<u>NHU-6-002(112)358;</u>
Trunk Highway No. (T.H.):	<u>2=307</u>		<u>PCN 20125</u>
Minnesota Bridge No. (S.P.):	<u>9090</u>	North Dakota Bridge No.:	<u>0002-358.090</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("Minnesota") and the cities of East Grand Forks and Grand Forks acting through their respective City Councils (respectively "East Grand Forks" and "Grand Forks") and the State of North Dakota, Department of Transportation acting through its Director of Transportation ("North Dakota").

Recitals

1. Minnesota and North Dakota will jointly perform bridge rehabilitation, pedestrian and shared use path construction and other associated construction upon, along and adjacent to Trunk Highway No. 2 on Minnesota Bridge No. 9090 and North Dakota Bridge No. 0002-358.090 ("Kennedy Bridge") according to Minnesota-prepared plans, specifications and special provisions designated by North Dakota as NHU-6-002(112)358; PCN 20125 and by Minnesota as State Project No. 6018-02 (T.H. 2=307) ("Project"); and
2. Kennedy Bridge is jointly owned and maintained by Minnesota and North Dakota; and
3. A separate agreement, Minnesota Agreement No. 06131 and North Dakota Agreement No. 25141316, addresses the cooperative rehabilitation construction of Kennedy Bridge; and
4. East Grand Forks will be responsible for the shared use path and lighting (roadway and aesthetic) maintenance of the portion of the Kennedy Bridge and bridge approaches located in Minnesota; and Grand Forks will be responsible for shared use path and lighting (roadway and aesthetic) maintenance of the portion of the Kennedy Bridge and bridge approaches located in North Dakota; and other maintenance to be the responsibility of North Dakota and Minnesota, except as defined in this agreement; and
5. A lighting committee made of representatives established by the Authorized Representatives of this Agreement, and at a minimum, the Grand Forks Historic Commission, and the North Dakota and Minnesota State Historic Preservation Offices, will assure the parameters for aesthetic lighting is properly documented and implemented according to local, state, and federal regulations; and
6. Minnesota and North Dakota have the authority to enter into this agreement under Minnesota Statutes § 165.07 and North Dakota Century Code § 24-02-02.2; and
7. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms

- 1.1. **Effective Date.** This Agreement will be effective on the date Minnesota obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. Minnesota Ownership of Improvements, 2.5. North Dakota Ownership of Improvements; 3. Maintenance by East Grand Forks and Grand Forks; 6. Liability; Worker Compensation Claims; Insurance; 8. Minnesota Audits; 9. Government Data Practices; 10. Governing Law; Jurisdiction; Venue; and 12. Force Majeure.

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** Minnesota grants to East Grand Forks (and their contractors and consultants) the right to occupy Minnesota trunk highway right-of-way as necessary to perform the maintenance work described hereinafter. North Dakota grants to Grand Forks (and their contractors and consultants) the right to occupy North Dakota trunk highway right-of-way as necessary to perform the maintenance work described hereinafter. This right is limited to the purpose of maintenance, and administering such maintenance, and may be revoked at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project), failing to provide adequate traffic control or other safety measures, failing to perform the maintenance properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. Neither Minnesota nor North Dakota will have any liability to Grand Forks or East Grand Forks (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. **Minnesota and North Dakota Access; Suspension of Work; Remedial Measures.** Minnesota and North Dakota's District Engineer or assigned representative retains the right to enter and inspect the trunk highway right-of-way at any time and without notice to East Grand Forks and Grand Forks or its contractor. If Minnesota or North Dakota determines (in its sole discretion) that the maintenance is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then Minnesota may direct East Grand Forks and North Dakota may direct Grand Forks (and its contractor) to take such remedial measures as Minnesota or North Dakota deems necessary. The matter may be deferred to the maintenance committee established as part of this agreement for resolution. Neither Minnesota nor North Dakota will have any liability to East Grand Forks and Grand Forks (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While East Grand Forks (and its contractors and consultants) are occupying Minnesota right-of-way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). Any East Grand Forks employee, contractor, and consultant personnel occupying Minnesota's right-of-way must be provided with required reflective clothing and hats.
- 2.4. **Minnesota Ownership of Improvements.** Minnesota will retain ownership of their trunk highway right-of-way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by East Grand Forks' contractor with respect to such improvements (if any) will flow to Minnesota. East Grand Forks will assist Minnesota, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the East Grand Forks consultants, and contractors (including its sureties) for non-performance of contract work, for design errors and omissions,

and for defects in materials and workmanship. Upon request of Minnesota, East Grand Forks will undertake such actions as are reasonably necessary to transfer or assign contract rights to Minnesota and to permit subrogation by Minnesota with respect to claims against the East Grand Forks consultants and contractors.

- 2.5. *North Dakota Ownership of Improvements.*** North Dakota will retain ownership of their respective trunk highway right-of-way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by Grand Forks' contractor with respect to such improvements (if any) will flow to North Dakota. Grand Forks will assist North Dakota, as necessary, to enforce such warranties and guarantees, and to obtain recovery from Grand Forks' consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of North Dakota, Grand Forks will undertake such actions as are reasonably necessary to transfer or assign contract rights to North Dakota and to permit subrogation by North Dakota with respect to claims against Grand Forks' consultants and contractors.

3. Maintenance by East Grand Forks and Grand Forks

Upon completion of the project, East Grand Forks will provide the following within city limits without cost or expense to Minnesota unless otherwise specified below; and Grand Forks will provide the following within city limits without cost or expense to North Dakota unless otherwise specified below:

- 3.1. *Shared Use Paths.*** Maintenance of the shared use path construction on Kennedy Bridge and approaches. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement up to bridge, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the shared use paths in a safe and usable condition.
- 3.2. *Lighting.*** Maintenance of aesthetic, roadway and shared use path lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) or North Dakota One Call (NDOC) locates, and painting of poles and other equipment. East Grand Forks and Grand Forks will be equally responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will equally share the cost of all monthly electrical service expenses necessary to operate the aesthetic lighting facility. The cost to maintain or replace the aesthetic lighting controller and control wiring is to be evenly split between East Grand Forks and Grand Forks. East Grand Forks and Grand Forks will pay all monthly electrical service expenses necessary to operate the roadway lighting facilities within their respective city limits.
- 3.3. *Lighting Committee.*** A committee will be established by the Authorized Representatives of this Agreement. This committee will also include, at a minimum, representatives from the Grand Forks Historical Commission and the North Dakota and Minnesota State Historical Preservation Offices. The committee is charged with the responsibility of establishing the parameters, documentation, and implementation for the use of aesthetic lighting. Approval by the committee is required for initial and subsequent changes to parameters and implementation of the aesthetic lighting operations.
- 3.4. *North Dakota and Grand Forks Roadway.*** Grand Forks, at its own expense, will perform routine maintenance tasks on the portion of the bridge roadway located in North Dakota; examples include but are not limited to: maintain signs, snow removal of roadway, sweeping of roadway, removal of graffiti accessible by boom truck.

4. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

4.1. Minnesota's Authorized Representative will be:

Name/Title: Craig Collison, State of Minnesota District 2 Transportation Engineer (or successor or designee)
 Address: 3920 Highway 2 West, Bemidji, MN 56601
 Telephone: 218-277-7963
 E-Mail: craig.collison@state.mn.us

4.2. The North Dakota's Authorized Representative will be:

Name/Title: Grant Levi, State of North Dakota Director of Transportation (or successor or designee)
 Address: 608 East Boulevard Avenue, Bismarck, ND 58505-0700
 Telephone: 701-328-2500

4.3. The East Grand Forks' Authorized Representative will be:

Name/Title: David Murphy, East Grand Forks City Administrator (or successor or designee)
 Address: 600 DeMers Avenue, East Grand Forks, MN 56721
 Telephone: 218-773-2483
 E-Mail: dmurphy@egf.mn

4.4. The Grand Forks' Authorized Representative will be:

Name/Title: Todd Feland, Grand Forks City Administrator (or successor or designee)
 Address: 255 North 4th Street, Grand Forks, ND 58203
 Telephone: 701-787-3735
 E-Mail: tfeland@grandforksgov.com

5. Assignment; Amendments; Waiver; Contract Complete

- 5.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between Minnesota and North Dakota and East Grand Forks and Grand Forks. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability; Worker Compensation Claims; Sovereign Immunity

- 6.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof.

- A. Minnesota Statutes § 3.736 and other applicable law govern liability of Minnesota.
- B. Minnesota Statutes Chapter 466 and other applicable law govern liability of East Grand Forks.
- C. North Dakota Century Code § 32-12.2 and other applicable law govern the liability of North Dakota.

- 6.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 6.3. Nothing in this Agreement will be construed as a waiver, by any party, of its sovereign immunity, or of any limitation of liability afforded to it by its respective state law or federal law.

7. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

8. Minnesota Audits

Under Minnesota Statutes § 16C.05, subdivision 5, East Grand Forks' books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Minnesota and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

East Grand Forks must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by East Grand Forks, and data provided to Minnesota by North Dakota or Grand Forks, under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either East Grand Forks or Grand Forks or Minnesota or North Dakota. Data furnished to North Dakota or Grand Forks by all parties of this agreement will be subject to the North Dakota Open Records Law.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement as it pertains to East Grand Forks. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- 11.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by Minnesota or North Dakota for insufficient funding as described below.
- 11.2. **Termination for Insufficient Funding.** Minnesota or North Dakota may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature or the North Dakota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to East Grand Forks and Grand Forks. Minnesota and North Dakota are not obligated to pay for any services that are provided after notice and effective date of termination.
- 11.3. **Suspension.** In the event of a total or partial government shutdown, Minnesota or North Dakota may suspend this Agreement and all work, activities, and performance authorized through this Agreement.

12. Force Majeure

None of the parties will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

**NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

APPROVED as to substance:

By: _____

Title: _____

Date: _____

**MINNESOTA DEPARTMENT OF
TRANSPORTATION**

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF EAST GRAND FORKS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF GRAND FORKS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF EAST GRAND FORKS

RESOLUTION

IT IS RESOLVED that the City of East Grand Forks enter into MnDOT Agreement No. 1003285 with the State of Minnesota Department of Transportation, The State of North Dakota Department of Transportation, and the City of Grand Forks for the following purposes:

To provide for shared use path, roadway lighting, and aesthetic lighting maintenance to be performed upon, along and adjacent to Trunk Highway No. 2 within the corporate City limits under Minnesota State Project No. 6018-02 and North Dakota Project No. NHU-6-002(112)358; PCN 20125.

IT IS FURTHER RESOLVED that the Mayor and the _____ are authorized to execute the Agreement and any amendments to the Agreement.
(Title)

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of East Grand Forks at an authorized meeting held on the _____ day of _____, 2016, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2016

Notary Public _____

My Commission Expires _____

NOTARY PUBLIC

(Signature)

(Type or Print Name)

(Title)

CITY OF GRAND FORKS

RESOLUTION

IT IS RESOLVED that the City of Grand Forks enter into MnDOT Agreement No. 1003285 with the State of Minnesota Department of Transportation, the State of North Dakota Department of Transportation, and the City of East Grand Forks for the following purposes:

To provide for shared use path, roadway, roadway lighting, and aesthetic lighting maintenance to be performed upon, along and adjacent to Trunk Highway No. 2 within the corporate City limits under Minnesota State Project No. 6018-02, and North Dakota Project No. NHU-6-002(112)358; PCN 20125.

IT IS FURTHER RESOLVED that the Mayor and the _____ are authorized to execute the Agreement and any amendments to the Agreement.
(Title)

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Grand Forks at an authorized meeting held on the _____ day of _____, 2016, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2016

Notary Public _____

My Commission Expires _____



(Signature)

(Type or Print Name)

(Title)

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MEMO

Date 9-15-2016

TO: David Murphy
FROM: Ron Galstad, City Attorney
RE: Cooperative Maintenance Agreement-Kennedy Bridge

Preface

I have reviewed this document without having available to me Minnesota Agreement No. 06131 and the plans and specification. I have made comments without this information. There may be information in the separate agreements that answer my questions.

Upon review my comments are as follows:

2.4 Minnesota ownership of the Improvements.

Please request clarification. The State of Minnesota will be retaining ownership of the improvements, drafted the plans and specifications, compiled the bid packages, selects the consultants and contractors, supervises and performs inspection on the project. It is not clear what contract rights the City of East Grand Forks will assign with respect to the East Grand Forks consultants and contractors.

3.1 Shared Use Paths.

Presently, paths are not established to access the Kennedy Bridge. Where is the suggested location of the path crossing the bridge? Are shared use paths to be established on both the North and South side of the Bridge? Is the cost of construction of the Shared Use Paths included in the project? Is there a projected cost estimate for the future maintenance costs to the City? Is the cost of the initial signing and pavement markings included in the cost of the project?

3.3 Maintenance Committee.

Need clarification regarding establishing the committee and the ultimate authority of the committee. Is there a process for dispute resolution?

How is this agreement affected if it is determined that a total replacement and reconstruction of the Kennedy bridge is the selected plan over rehabilitation? Has the rehabilitation of the bridge rather than replacement already been decided?

Further, the City of East Grand Forks should request an indemnification clause. If the City is made a part of an action against East Grand Forks consultants or contractors as contemplated by paragraph 2.4 will the State assume the cost of representation and any potential financial award as a result of a counter-claim by a consultant or contractor?

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David Murphy

From: Walker, Mark [MWalker@grandforksgov.com]
Sent: Thursday, September 22, 2016 12:04 PM
To: Hille, Roger (DOT); David Murphy; jketterl@nd.gov; Inoehre@nd.gov
Cc: McKinnon, Joseph (DOT); Konickson, Paul M (DOT)
Subject: RE: SP 6018-02 Agr 1003285 Kennedy Bridge

Roger:

The agreement seems fine to me although I question if the lighting committee referenced in paragraph 5 of the Recitals and paragraph 3.3 should include the NDDOT and MnDOT? They were included in that role for the usage of colored lights on the Sorlie Bridge.

Mark S. Walker
City of Grand Forks
701-746-2648 (office)
701-740-6757 (cell)

From: Hille, Roger (DOT) [<mailto:Roger.Hille@state.mn.us>]
Sent: Wednesday, September 21, 2016 3:42 PM
To: dmurphy@egf.mn; Walker, Mark; jketterl@nd.gov; Inoehre@nd.gov
Cc: McKinnon, Joseph (DOT); Konickson, Paul M (DOT)
Subject: FW: SP 6018-02 Agr 1003285 Kennedy Bridge

Attached is the final agreement. Would be good if each could look it over in case any minor changes are required. I did not take a fine tooth comb to it as i know all are waiting. I'll look it over closer inthe morning and respond to any comments. Paul Konickson of the Crookston MNDOT office will deliver originals to Grand Forks and East Grand Forks for Signatures.

Can't thank each of you enough for your time and patience in the matter that took much longer than it should have.

From: Kahnke, Jeffrey (DOT)
Sent: Wednesday, September 21, 2016 8:20 PM
To: Hille, Roger (DOT)
Cc: McKinnon, Joseph (DOT)
Subject: SP 6018-02 Agr 1003285 Kennedy Bridge

Ok, here is the final agreement. There was not any additional language added for North Dakota/Grand Forks to cover their audits(Section 8) or governing law/jurisdiction (Section 10) – according to an email from Les Noehre. The only language pertains to both ND and MN is “9. Government Data Practices”.

Some last minute updates are:

- Recital 4: Added “except as defined in this agreement” to reflect that ND and GF have additional roadway maintenance language in 3.4.
- Recital 5: Clarified that the Lighting Committee is established by Authorized Representatives “of this Agreement.”
- 1.3 Survival of Terms: Fixed to show that 2.4 and 2.5 have different section headers (2.4 Minnesota Ownership & 2.5 North Dakota Ownership).
- 3 Maintenance by EGF and GF: Added “unless otherwise specified below” to clarify that roadway maintenance only applies to Grand Forks on the North Dakota side of the Bridge (3.4 North Dakota and Grand Forks Roadway).
- 3.1 Shared Use Paths: Removed the term “bikeways”.

- 3.2 Lighting: Clarified that GF and EGF are equally responsible for hook-up, application, and monthly electrical expense of aesthetic lighting. Also added that EGF and GF are responsible for roadway lighting costs within their respective city limits.
- 3.3 Lighting Committee: Clarified that the Lighting Committee is established by Authorized Representatives *"of this Agreement."*
- 3.4 North Dakota and Grand Forks Roadway: This new section outlines the roadway maintenance performed by Grand Forks on the North Dakota portion. Sidewalk and Lighting terms were removed from the language provided by ND and GF because they are covered elsewhere in the agreement.
- Sample Resolutions: Replaced "trail" with "shared use path" to coincide with the Agreement terminology.

Please print single-sided for execution. Let me know if there are any changes and I'll try to take care of them as quickly as I can.

(FYI, this is also in EDMS as a Word doc)

Thanks,

Jeff Kahnke

Cooperative Agreements

Project Management and Tech Support

Mail Stop – 682

651-366-4697

Jeff.Kahnke@state.mn.us

From: Hille, Roger (DOT)

Sent: Wednesday, September 21, 2016 11:57 AM

To: Kahnke, Jeffrey (DOT)

Cc: McKinnon, Joseph (DOT)

Subject: agreement

Jeff here is the wording ND and Grand Forks are agreeable to. Because the trail and aesthetic lighting are covered elsewhere, that portion should be deleted.

In item 4 of the recitals, you will have to say other maintenance to be performed by North Dakota and Minnesota except as noted below.....or something like that,

then in the agreement section put in the wording

I will be here till 1:00, so call if you have any questions.

The City of Grand Forks, at its own expense, perform routine maintenance tasks on the portion of the bridge located in North Dakota; examples include but not limited to: maintain signs, snow removal of roadway and sidewalks, sweeping of roadway and sidewalks, removal of graffiti accessible by boom truck, trail, aesthetic and roadway lighting.

The Minnesota Department of Transportation invites you to take our two-minute survey to help us improve our services. [MnDOT Internal Customer Survey](#)

Thank you for telling us about your experience.

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Minnesota Department of Transportation

District 2 – Northwest District
1320 Sunflower St.
Crookston, MN 56716

Telephone: 218-277-7950
Fax: 218-277-7954

Date: September 22, 2016

David Murphy
City of East Grand Forks
600 DeMers Ave.
East Grand Forks, MN 56721

RE: Maintenance Agreement for Kennedy Bridge

Dear David:

Transmitted herewith in quadruplet is an agreement with North Dakota, East Grand Forks, and Grand Forks. This agreement provides for East Grand Forks and Grand Forks maintenance of portions of the Kennedy Bridge located on US Trunk Highway 2.

Please sign the four originals and return to me at the address above. Four originals of the resolution authorizing this agreement are also required. I have attached sample resolutions should you choose to use them.

The executed agreements and resolutions (four originals of each) should be forwarded to this office as soon as possible. A copy will be returned when fully executed.

Sincerely,

Paul Konickson
District 2 Bridge Engineer

Enclosures

Cc: Bill Pirkl, District 2 Maintenance Engineer

An Equal Opportunity Employer



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Minnesota Department of Transportation

District 2 – Northwest District
1320 Sunflower St.
Crookston, MN 56716

Telephone: 218-277-7950
Fax: 218-277-7954

Date: September 22, 2016

Mark Walker
City of Grand Forks
Grand Forks City Hall
255 N 4th St.
Grand Forks, ND 58203

RE: Maintenance Agreement for Kennedy Bridge

Dear Mark:

Transmitted herewith in quadruplet is an agreement with North Dakota, East Grand Forks, and Grand Forks. This agreement provides for East Grand Forks and Grand Forks maintenance of portions of the Kennedy Bridge located on US Trunk Highway 2.

Please sign the four originals and return to me at the address above. Four originals of the resolution authorizing this agreement are also required. I have attached sample resolutions should you choose to use them.

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Sincerely,

Paul Konickson
District 2 Bridge Engineer

Enclosures

Cc: Bill Pirkl, District 2 Maintenance Engineer

An Equal Opportunity Employer



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RESOLUTION NO. 16 – 09 - 93

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

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the proposed property tax levy collectible in year 2017 upon the taxable property within the said City, in accordance with truth-in-taxation and levy limit regulations, be set as follows:

General Operations	\$ 4,194,401
General, Unallotment Special Levy	0
Certificates of Indebtedness	147,420
Improvement Bonds 2007A	28,074
Improvement Bonds 2015A	105,217
PERA-Employer Share Increase	52,886
TOTAL LEVY	\$4,527,998

BE IT FURTHER RESOLVED, That the City Administrator/Clerk-Treasurer will certify said proposed tax levy to the County Auditor of Polk County.

BE IT FURTHER RESOLVED, That the meeting to discuss, allow citizen input, and possibly adopt the final budget will be held at **7:00 p.m.** on **Monday, December 5, 2016**, with a final hearing, if necessary, on **Tuesday, December 20, 2016**, at the same time.

Voting Aye:
Voting Nay:

The President declared the resolution passed.

Passed: September 27, 2016

Attest:

City Administrator/Clerk-Treasurer

President of the Council

I hereby approve the foregoing resolution this 27th day of September, 2016.

Mayor