

**AGENDA  
OF THE WORK SESSION  
CITY OF EAST GRAND FORKS  
TUESDAY, NOVEMBER 14, 2023 – 5:00 PM**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

- 1. Update on Draft Street & Highway Element of Transportation Plan – Teri Kouba**
- 2. Resident Request to Discuss Snow Removal Along Bygland Road – Reid Huttunen & Jeremy King**
- 3. Consider Station 2 Assessment & Renovation – Jeff Boushee**
- 4. Review of Lease Agreements for City Hall Offices – Nancy Ellis**
- 5. Review of Lease Agreement for Infill Building – Paul Gorte**
- 6. Consider Easement for Encroachment – Ron Galstad**

**ADJOURN:**

**Upcoming Meetings**

Council Meeting – Tuesday, November 21, 2023 – Council Chambers – 5:00 PM

Work Session – Tuesday, November 28, 2023 – Training Room – 5:00 PM

Council Meeting – Tuesday, December 5, 2023 – Council Chambers – 6:00 PM

Work Session - Tuesday, December 12, 2023 – Training Room – 5:00 PM

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

# Request for Council Action

Date: November 13, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Dale Helms, Brian Larson, Karen Peterson, and Ben Pokrzywinski.

Cc: File

From: Teri Kouba, Senior Planner, The Forks MPO

RE: Update on the Draft Street & Highway Element of the Metropolitan Transportation Plan

## **Background:**

Every 5-years the Forks MPO with partnership from the Cities (Grand Forks and East Grand Forks) and Counties (Grand Forks and Polk) leadership review and update the community's Metropolitan Transportation Plan (MTP). This plan must identify how the community will manage and operate a multi-modal transportation system (including transit, highway, bicycle, pedestrian, and accessible transportation) to meet the region's economic, transportation, development, and sustainability goals for a 20 plus year planning horizon, while remaining fiscally constrained.

The plan has been broken up into three elements. Those elements are:

- The Transit Development Plan- adopted by the MPO Executive Board in December 2022;
- The Bicycle and Pedestrian Plan- adopted by the MPO Executive Board in July 2023; and
- The Street & Highway Plan

Once all three elements are done, or close to being done, they are combined into a cohesive MTP for adoption by the MPO Executive Board and approval by Federal Highway Administration (FHWA) and Federal Transit Administration (FTA).

This plan is being developed under the new transportation bill Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL). IIJA continued the requirement for performance measures and targets to be set for all modes of transportation. The FTA and FHWA have put out regulations on how these performance measures and targets need to be presented.

To follow the regulations of IIJA, the MPO has given more prominence to the performance measures the MPO already collects data on. The MPO has also updated financial information to reflect the changes in funding that IIJA outlines. Staff from both Federal Highway Divisions, both

State Departments of Transportation, both Counties and both Cities have been involved and concur with the update for the Street & Highway Plan Element.

The Street & Highway Plan is a full update that includes maps, data, and information about the vehicular network throughout the Forks MPO area. The update recommends a future focus of preserving the existing roadway network in a “state of good repair”. This focus has allocated most of the available future funding in preserving, rehabbing, or reconstructing the existing street and highway system. In fact, the revenue has not been sufficient to keep the system in the desired “state of good repair”

With the adoption of the Street & Highway Plan Element, the Multi-modal Metropolitan Transportation Plan (MTP) out to the horizon year of 2050 identifies the goals, performance, and recommended projects for the total transportation system. This assists in the goal of a transportation system in any city to provide access to facilities, goods, services and activities. Supporting different forms of transportation modes gives users the choice whether it is to make trips entirely by walking and biking or catching a ride on the public transit or in a vehicle transporting on the street highway network.

For more information please visit: <https://www.gfegfstreets.com/> or [https://www.theforksmpo.org/plans\\_projects/2050\\_metropolitan\\_transportation\\_plan](https://www.theforksmpo.org/plans_projects/2050_metropolitan_transportation_plan)

### **Recommendation**

- The current MPO Street & Highway Plan Element of the MPO’s Metropolitan Transportation Plan needs to be updated at least every five years.
- The City of East Grand Forks’ City Comprehensive Plan does contain the MPO’s Metropolitan Transportation Plan.

### **Enclosures:**

- Presentation
- Draft Street & Highway Plan can be found at: [www.gfegfstreets.com](http://www.gfegfstreets.com)
- Draft 2050 Metropolitan Transportation Plan Executive Summary can be found at: [https://www.theforksmpo.org/plans\\_projects/2050\\_metropolitan\\_transportation\\_plan](https://www.theforksmpo.org/plans_projects/2050_metropolitan_transportation_plan)



Grand Forks - East Grand Forks

METROPOLITAN  
PLANNING ORGANIZATION

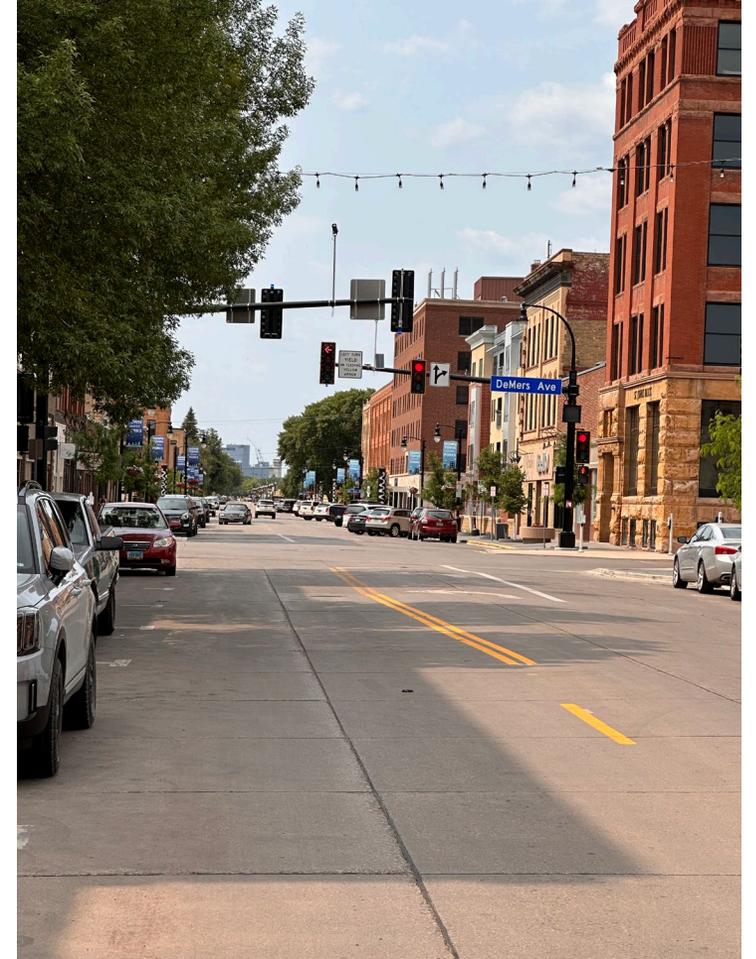
# STREET AND HIGHWAY PLAN UPDATE

NDDOT MANAGEMENT PRESENTATION

NOVEMBER 3, 2023

# AGENDA

- Draft Plan Elements
- Public Engagement Summary
- Vision Plan
- Constrained Plan
- Next Steps



# STREET AND HIGHWAY CONTENTS

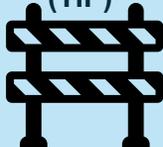
- Introduction
- Goals, Objectives, and Performance Measures
- Plan Engagement
- Community Profile
- Existing Transportation System Performance
- Future Trends and Needs
- Street and Highway Strategies
- Street and Highway Funding
- Fiscally Constrained Plan
- Environmental Mitigation
- Federal Compliance



# CHAPTER 1 – INTRODUCTION



- Overview of the MPO, Metropolitan Transportation Planning Process
- Topics covered by the Metropolitan Transportation Plan

<p><b>Metropolitan Transportation Plan (MTP)</b></p> 	<p>Identify how the metropolitan area will manage and operate its multimodal transportation system to meet the region’s economic, transportation, development, and sustainability goals for the planning horizon while remaining fiscally constrained</p>
<p><b>Transportation Improvement Program (TIP)</b></p> 	<p>Annual listing of upcoming transportation projects that covers period of at least 4 years, developed in coordination with state and public transit providers. The TIP shall include all regionally significant projects receiving federal funds and align with the MPO’s MTP.</p>
<p><b>Unified Planning Work Program (UPWP)</b></p> 	<p>Annual or biennial statement of work that identifies the planning priorities and activities to be carried out within an MPO area. MPOs are required to develop a UPWP to govern work programs for the expenditure of federal funds.</p>
<p><b>Public Participation Plan (PPP)</b></p> 	<p>Outlines how the MPO will work to achieve public participation in all of its planning activities.</p>

# CHAPTER 2- GOALS, OBJECTIVES, AND PERFORMANCE MEASURES



- Discussion of Federal Planning Requirements
  - Federal Metropolitan Planning Factors
  - Federal Planning Emphasis Areas
- MTP Alignment with State planning documents
- MTP Goals and Objectives
- MPO Performance Measures
  - Performance Measure targets
  - Progress made towards targets

## Metropolitan Planning Factors

-  Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
-  Increase the safety of the transportation system for motorized and nonmotorized users.
-  Increase the security of the transportation system for motorized and nonmotorized users.
-  Increase the accessibility and mobility of people and for freight.
-  Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns.
-  Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
-  Promote efficient system management and operation.
-  Emphasize the preservation of the existing transportation system.
-  Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
-  Enhance travel and tourism.

# STREET AND HIGHWAY PLAN – GOALS AND OBJECTIVES



Efficient and Reliable



Safe



Connected and Accessible



Preserved and Maintained



Sustainable and Resilient

# CHAPTER 3- PLAN ENGAGEMENT

- Summary of MTP Public Engagement efforts
  - Public Open Houses
  - Stakeholder Meetings
  - Online Engagement
  - Policy Board and TAC Engagement
  - Survey Results



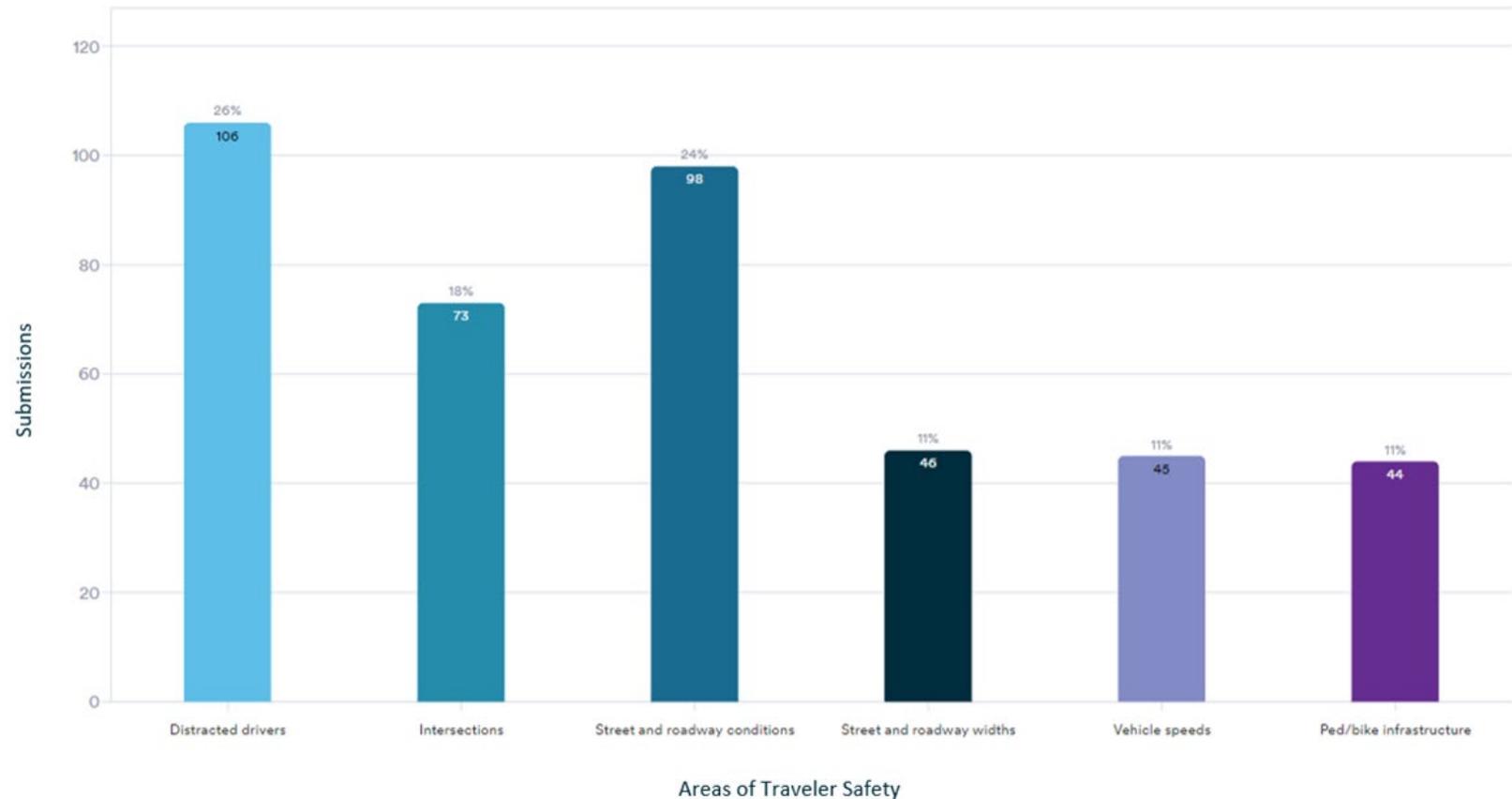
# IN PERSON ENGAGEMENT

- Engagement Structured around 3 milestones –
  - Issues and Goals Input
  - Strategies Input
  - Draft Plan Input
- Public Open Houses (all 3 milestones)
- Stakeholder Meetings (first 2 milestones)



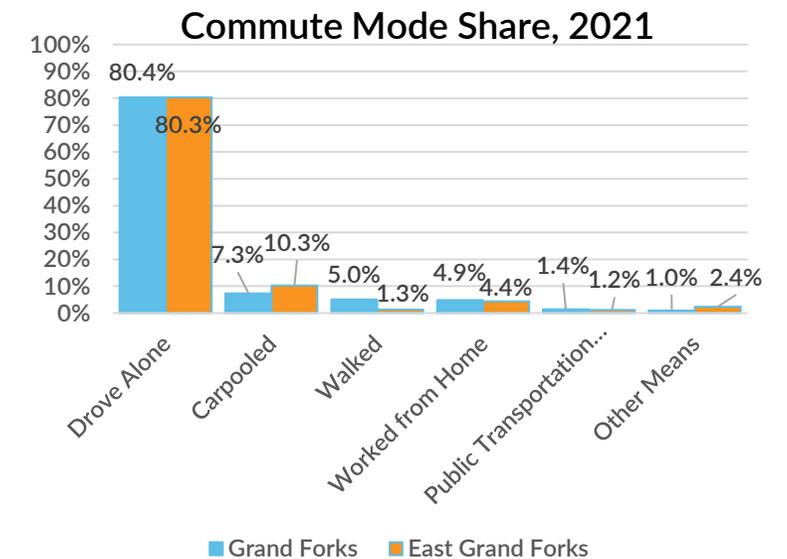
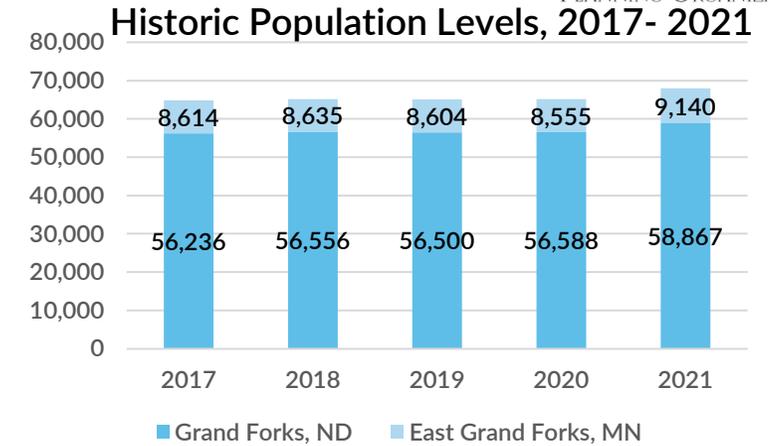
# ADDITIONAL ENGAGEMENT

- Online Surveys
  - Conducted as part of Open House events
- Agency Engagement
  - Series of Plan progress presentations
    - Grand Forks, East Grand Forks City Councils
    - MPO TAC and Executive Policy Board



# CHAPTER 4- COMMUNITY PROFILE

- Discussion of MPO Area demographic and socioeconomic trends
  - Population growth
  - Housing
  - Employment
  - Commuting

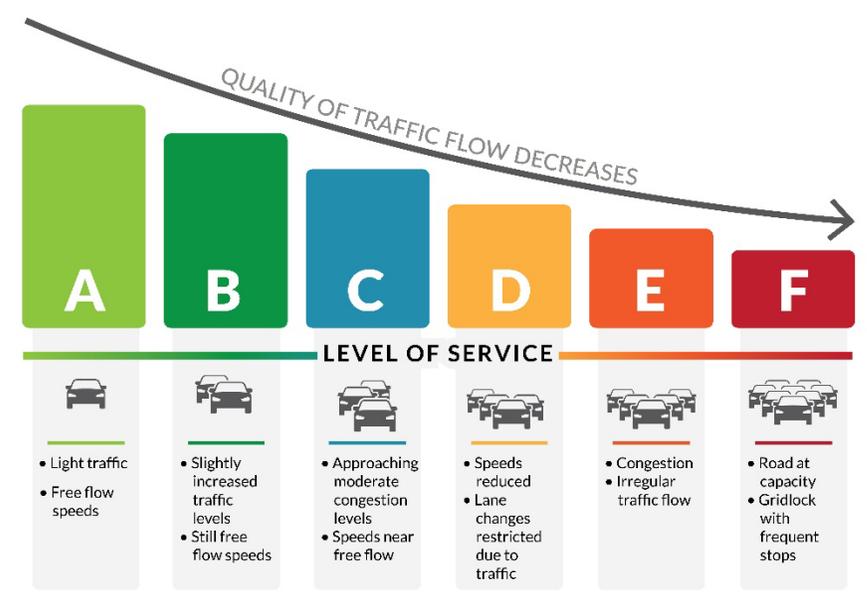
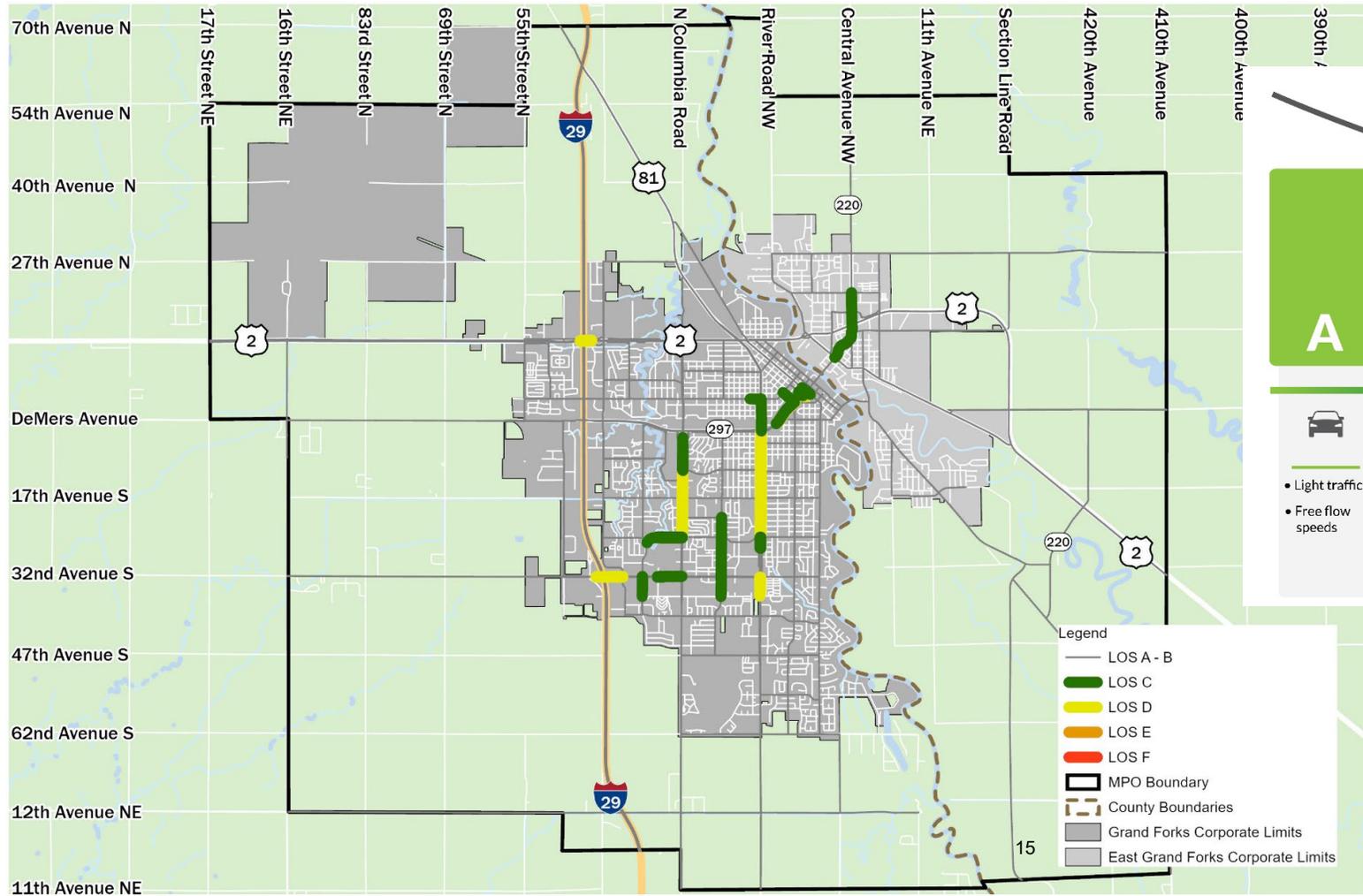


# CHAPTER 5- EXISTING TRANSPORTATION SYSTEM PERFORMANCE

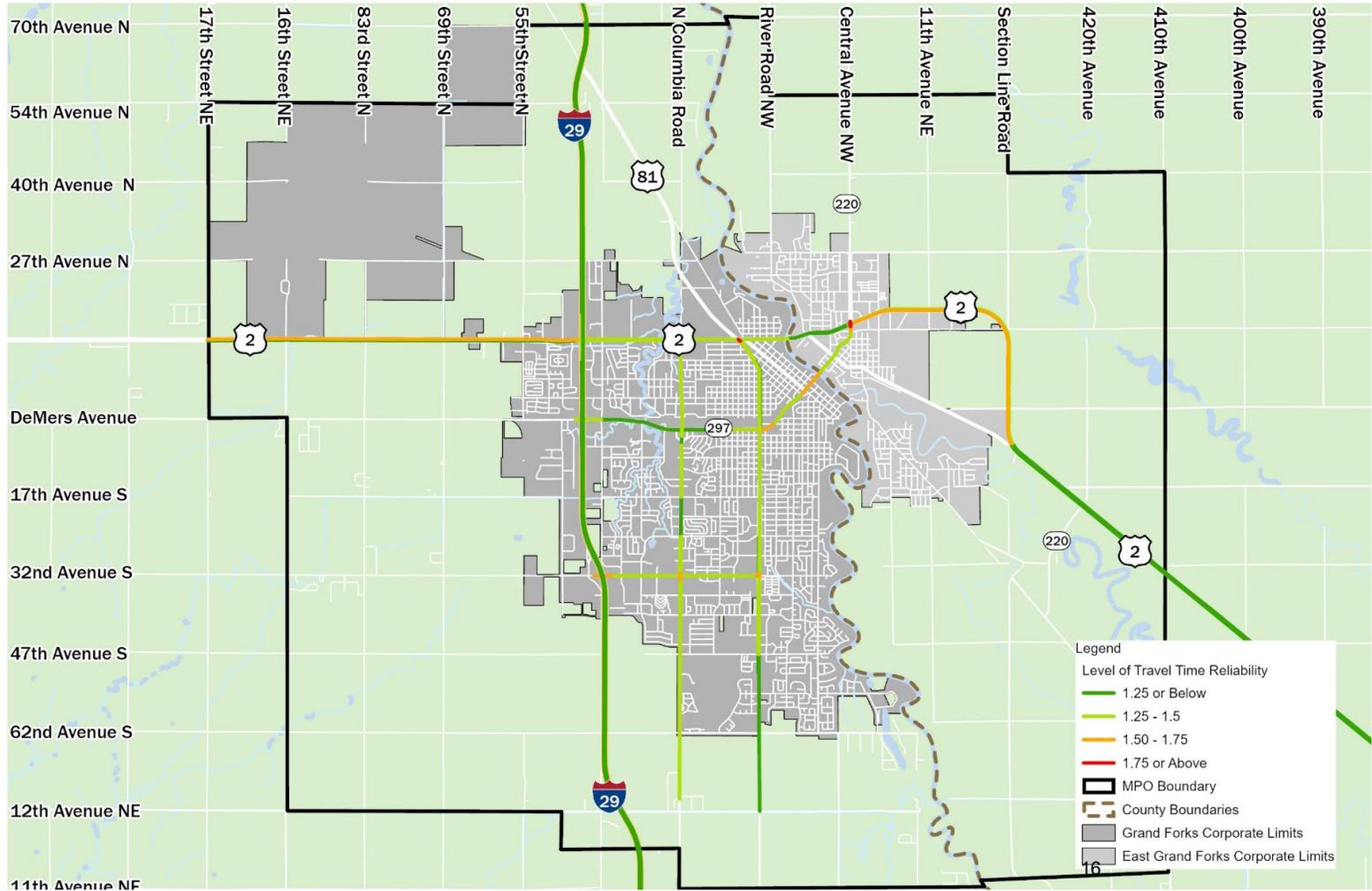
- Analysis of key existing transportation system topics
  - Traffic Operations
  - Safety
  - Travel reliability
  - Asset condition
  - Freight system
  - Bicycle and Pedestrian system
  - Transit system
  - Existing regional connections
  - Environmental resources



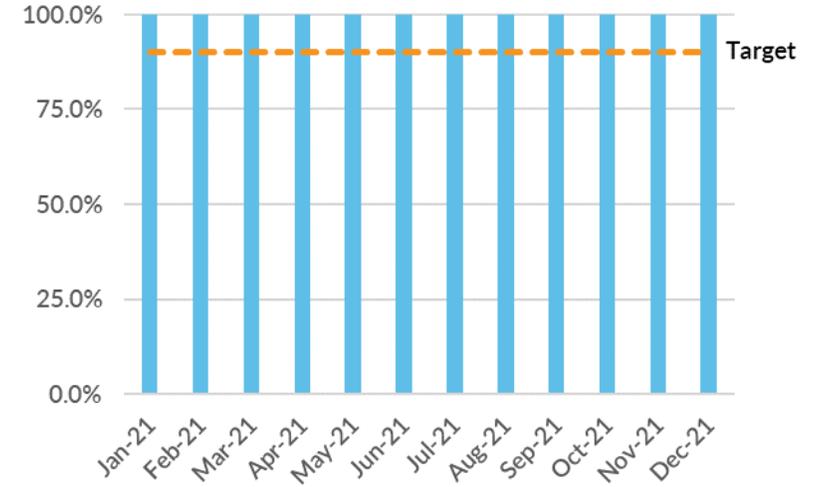
# CURRENT TRAFFIC OPERATIONS / CONGESTION



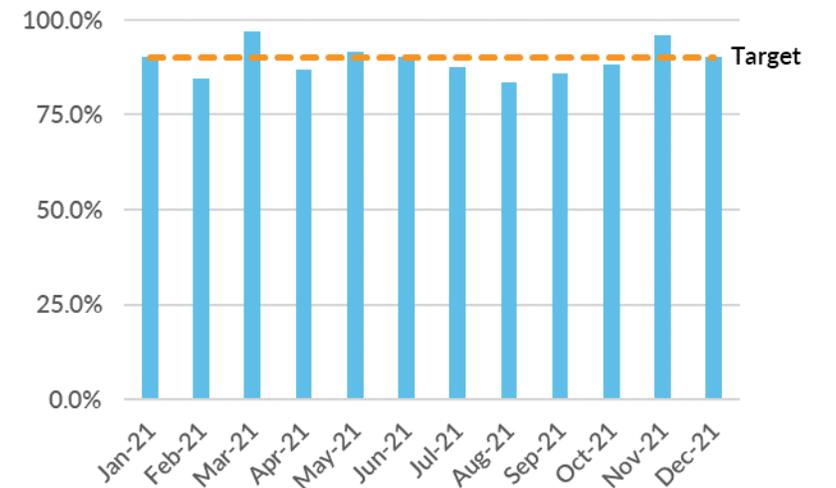
# TRAVEL RELIABILITY



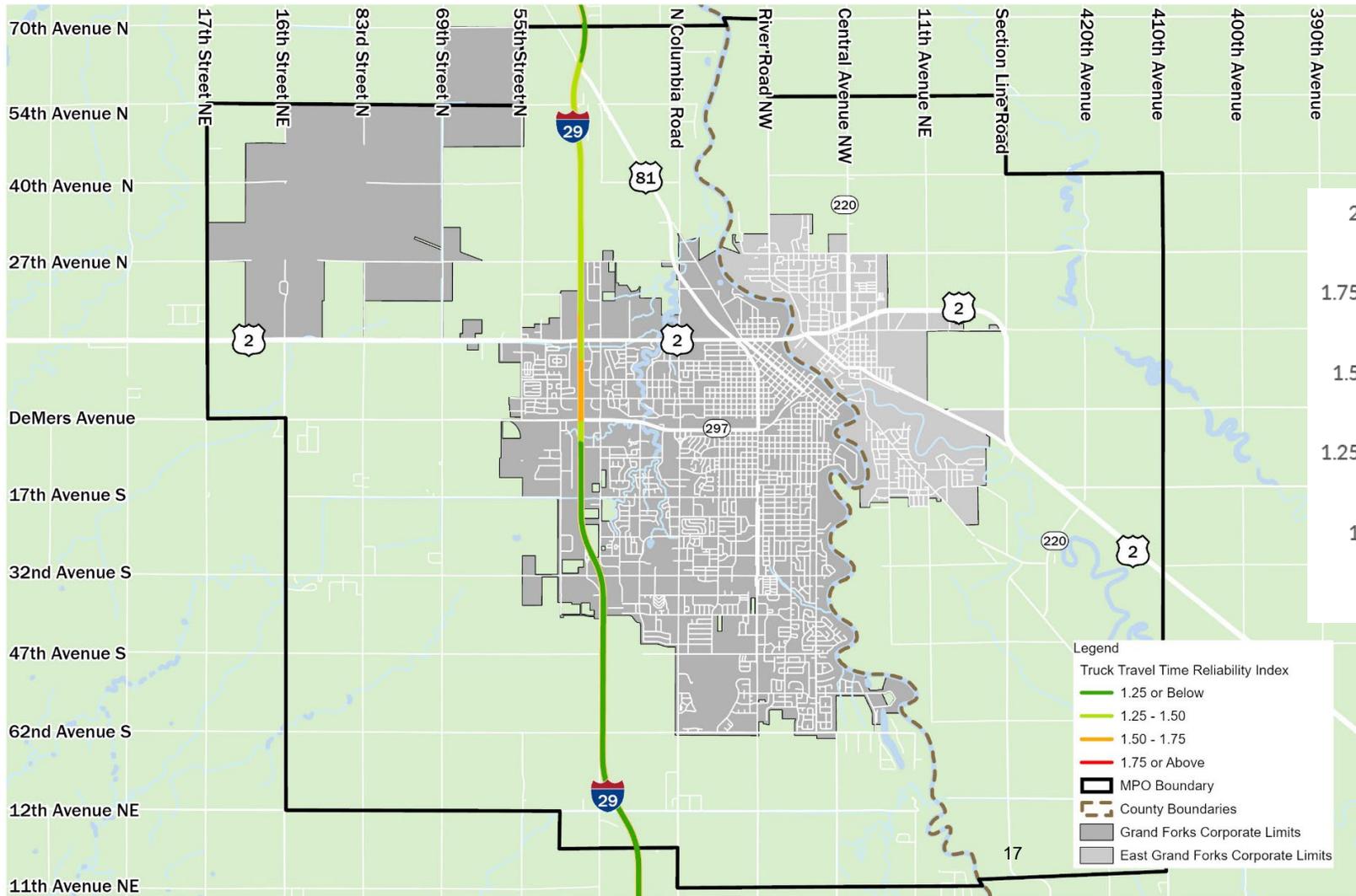
## LOTTR FOR INTERSTATE



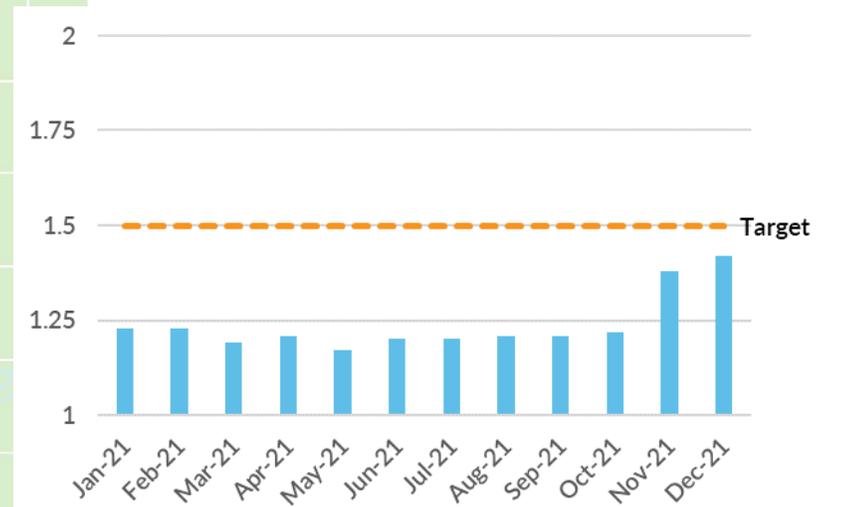
## LOTTR FOR NHS NON-INTERSTATES



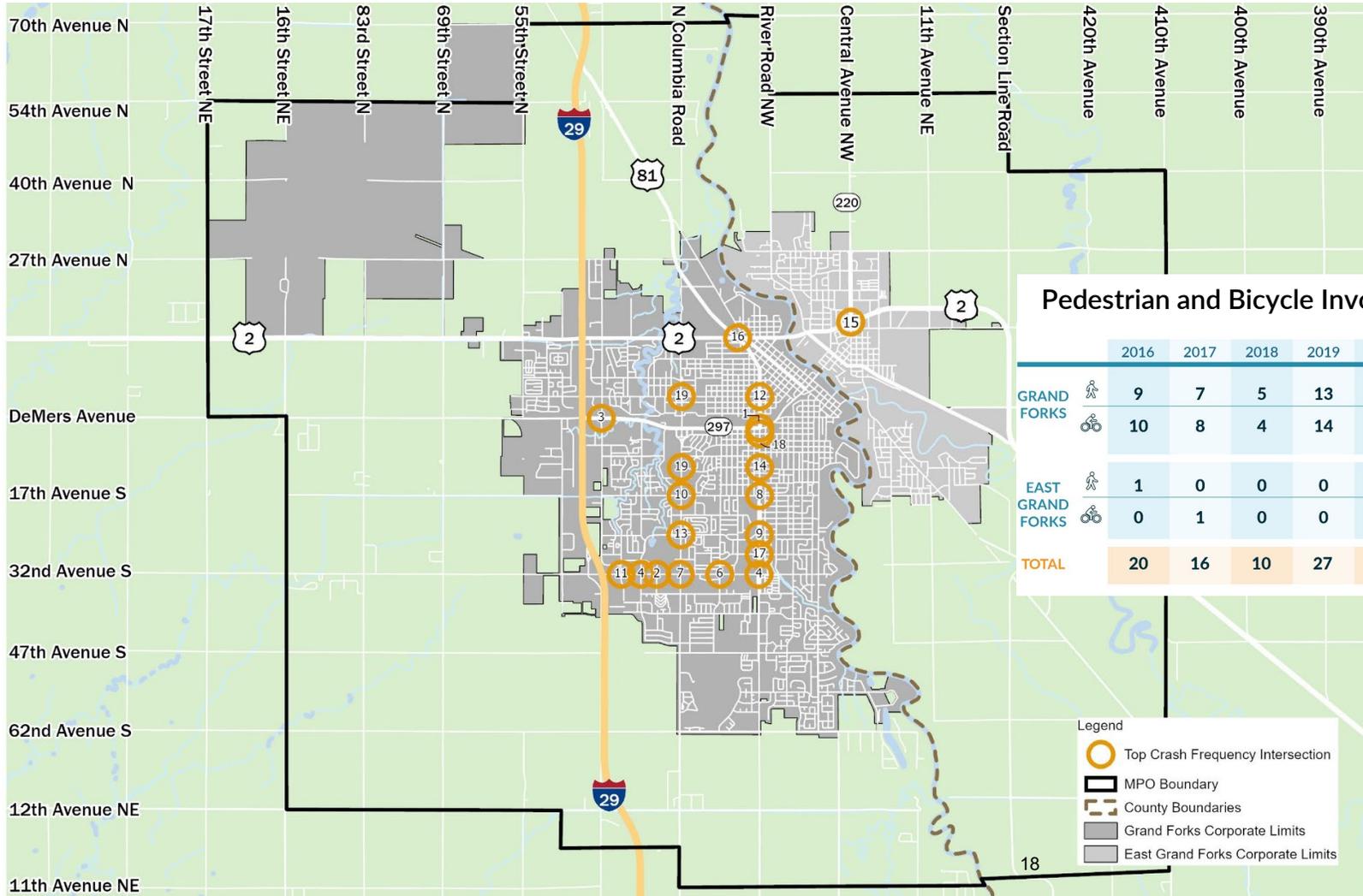
# TRUCK TRAVEL RELIABILITY



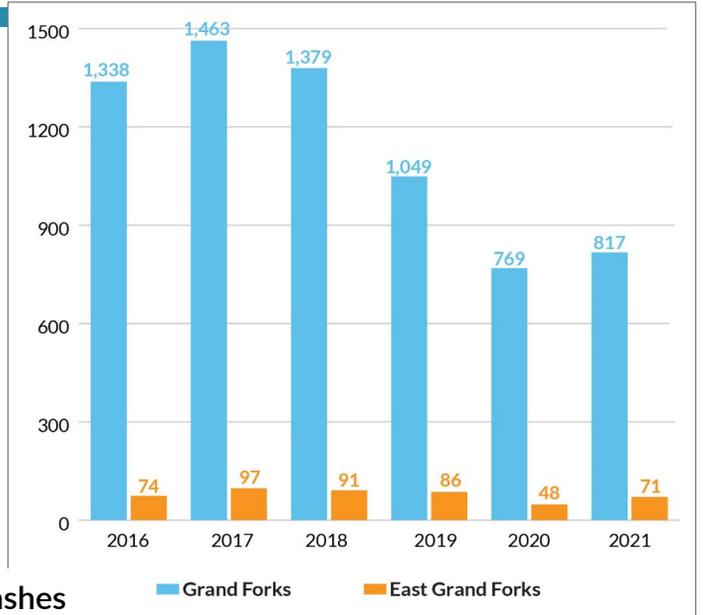
## Interstate TTTR



# SAFETY / CRASH ASSESSMENT

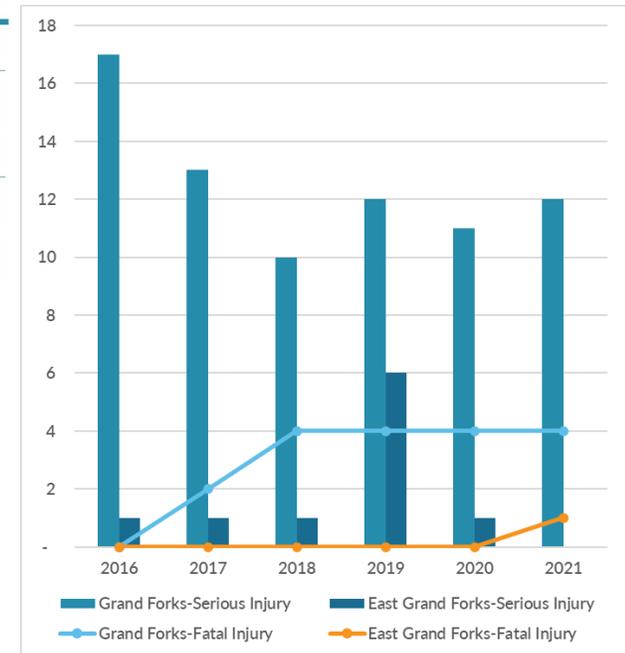


Crashes by Year for the MPO Area



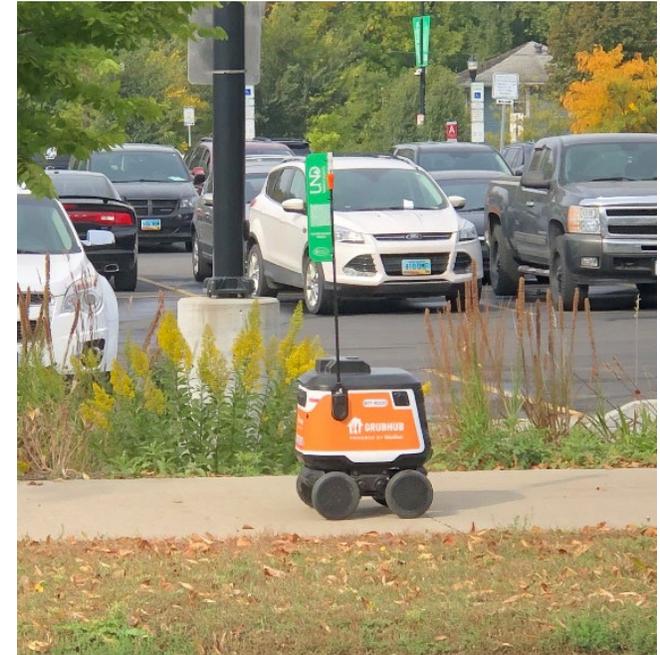
Pedestrian and Bicycle Involved Crashes

	2016	2017	2018	2019	2020	2021	TOTAL
GRAND FORKS	9	7	5	13	5	10	49
	10	8	4	14	5	11	52
EAST GRAND FORKS	1	0	0	0	0	1	3
	0	1	0	0	0	0	1
<b>TOTAL</b>	<b>20</b>	<b>16</b>	<b>10</b>	<b>27</b>	<b>10</b>	<b>22</b>	<b>105</b>

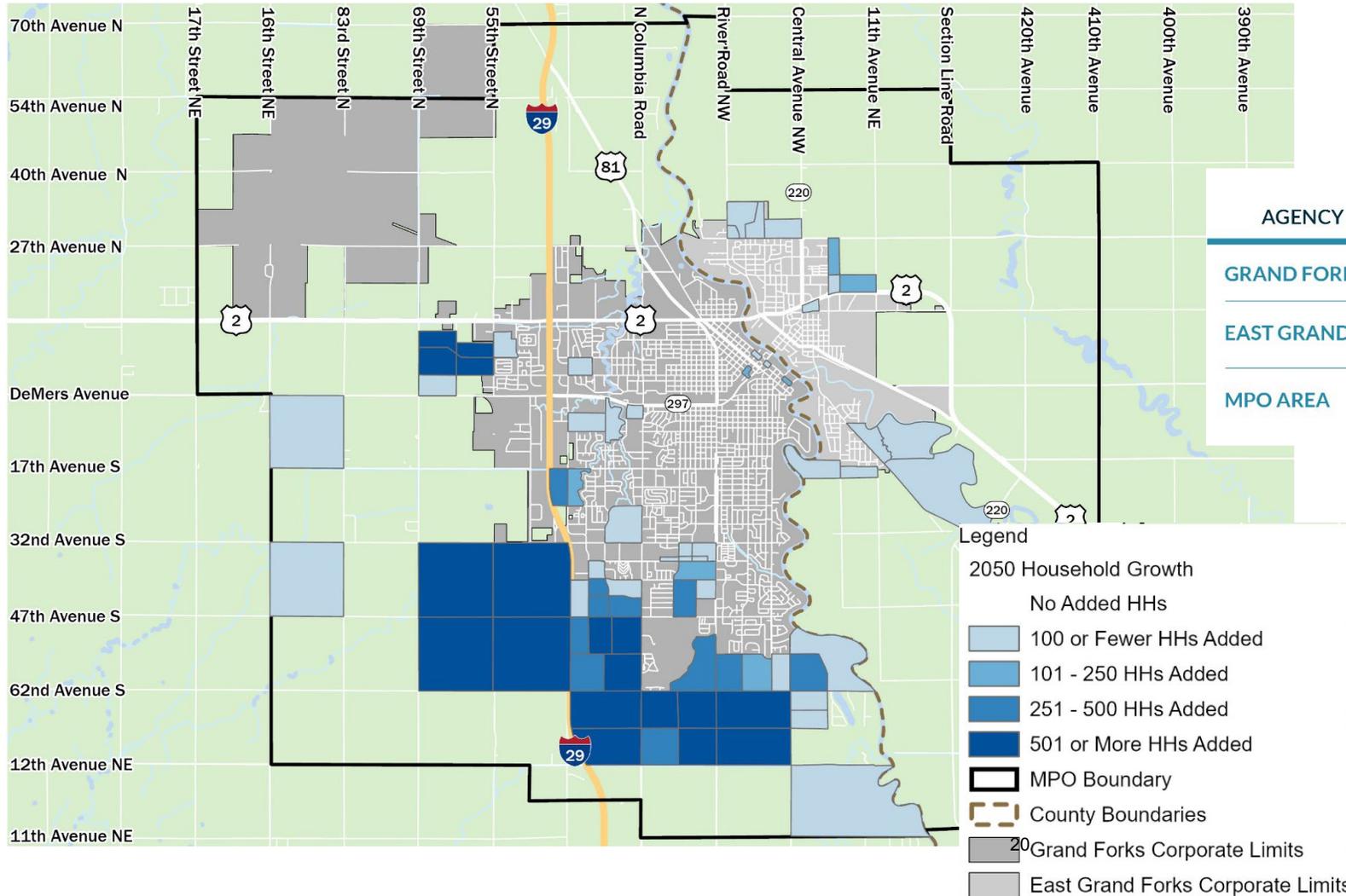


# CHAPTER 6- FUTURE TRENDS AND NEEDS

- Analysis of future transportation conditions
  - Forecasted household, employment growth
  - Travel Demand Model outputs
- Discussion of emerging transportation trends and technologies



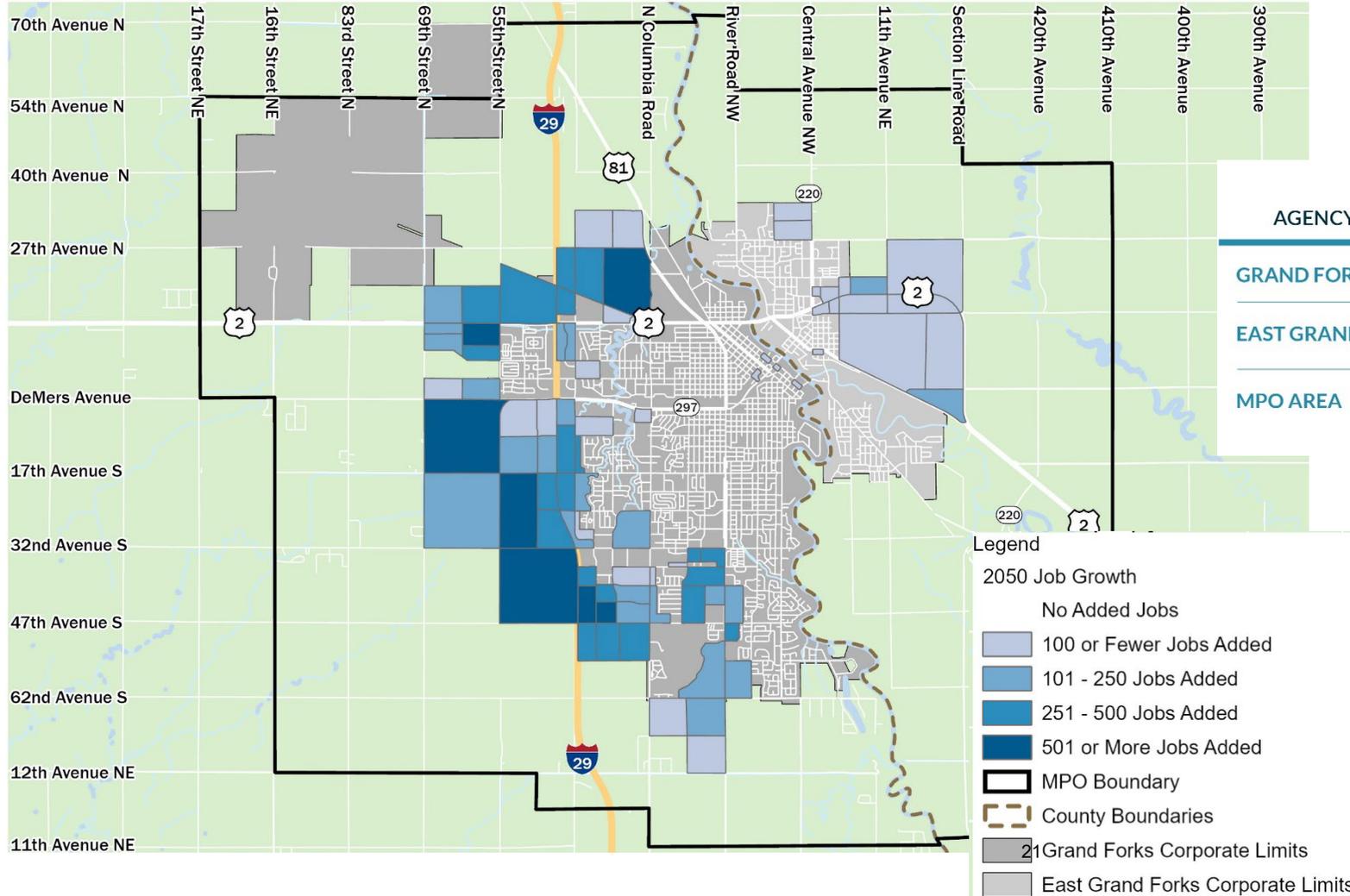
# GROWTH IN MPO AREA HOUSEHOLDS 2020 - 2050



AGENCY	2020	2050	Households Added	Annual Growth
GRAND FORKS	26,994	48,563	21,569	2.0%
EAST GRAND FORKS	4,303	4,912	609	0.4%
MPO AREA	31,297	53,475	22,178	1.8%



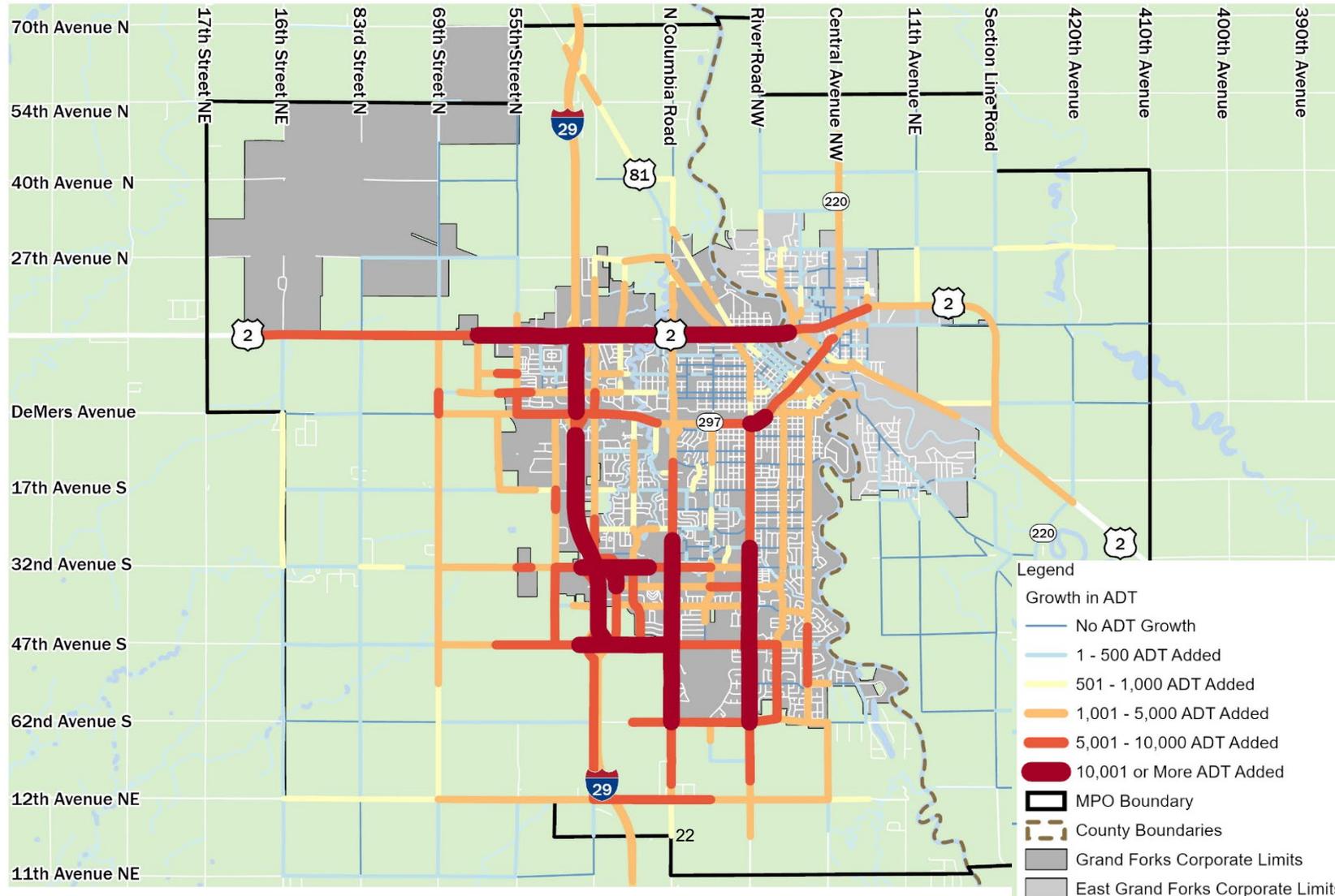
# GROWTH IN MPO AREA EMPLOYMENT 2020 - 2050



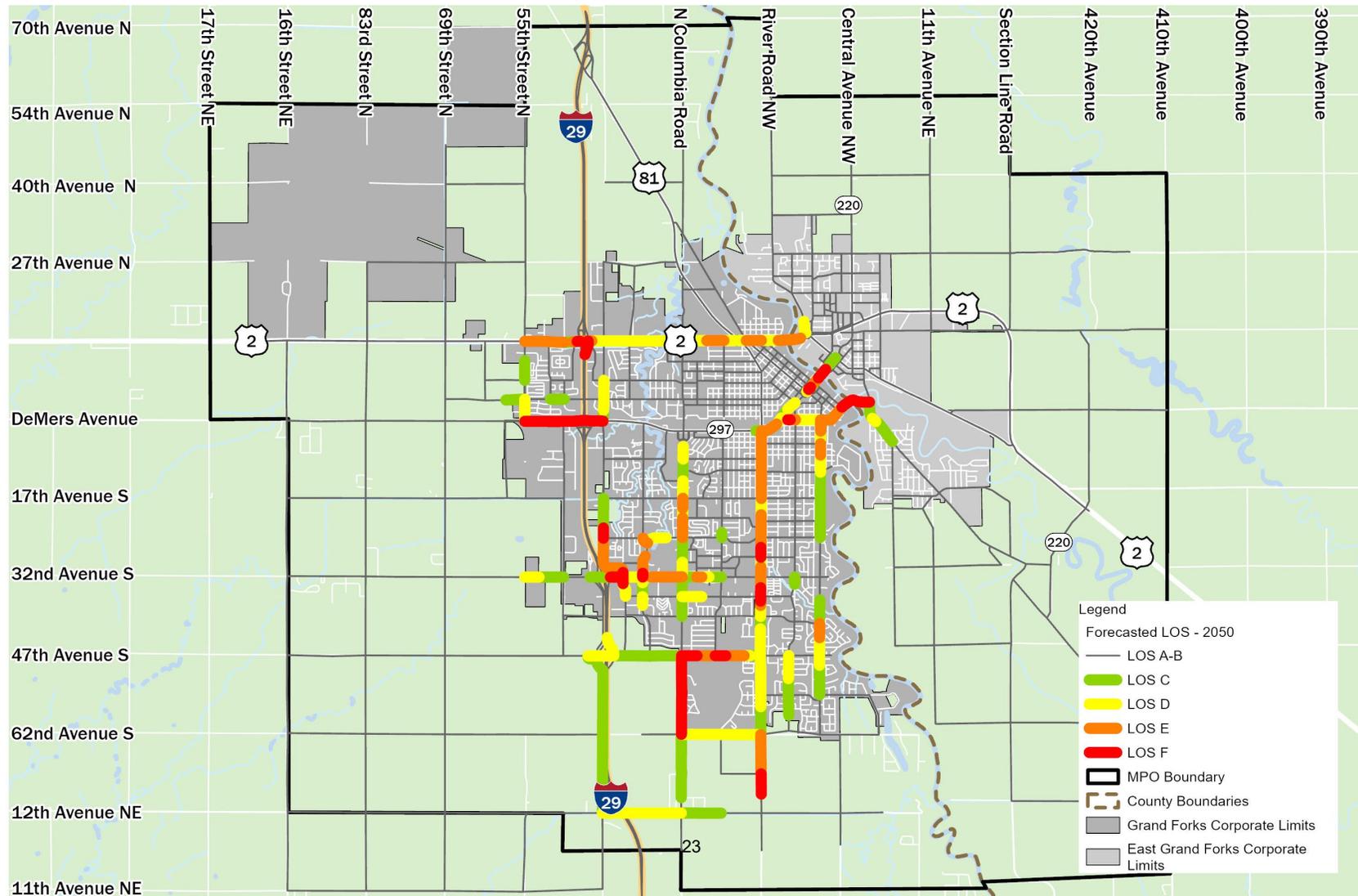
AGENCY	2020	2050	Jobs Added	Annual Growth
GRAND FORKS	34,728	53,018	18,290	1.4%
EAST GRAND FORKS	3,816	4,919	1,103	0.8%
<b>MPO AREA</b>	<b>38,544</b>	<b>57,937</b>	<b>19,393</b>	<b>1.4%</b>



# TRAFFIC GROWTH - 2020 THROUGH 2050



# 2050 TRAFFIC OPERATIONS (E+C)



# CHAPTER 7 - STREET AND HIGHWAY STRATEGIES



- Discussion of street and highway strategies considered in the MTP
  - Intersection strategies
  - Operations strategies
  - Safe Systems Approach
  - Complete Streets
- Summary of alternatives development process
- Discussion of alternatives prioritization



## Maintenance / State of Good Repair

- Keep current streets in a state-of-good-repair (SOGR)



## Operations / Safety

- Focus on intersections (signal timing, safer geometry, roundabouts, etc)
- Limited / no widening



## Widenings

- Adding travel lanes in growth corridors
- Current 2-lane rural to 3-lane and 4-lane divided streets



## New Streets / Bridges

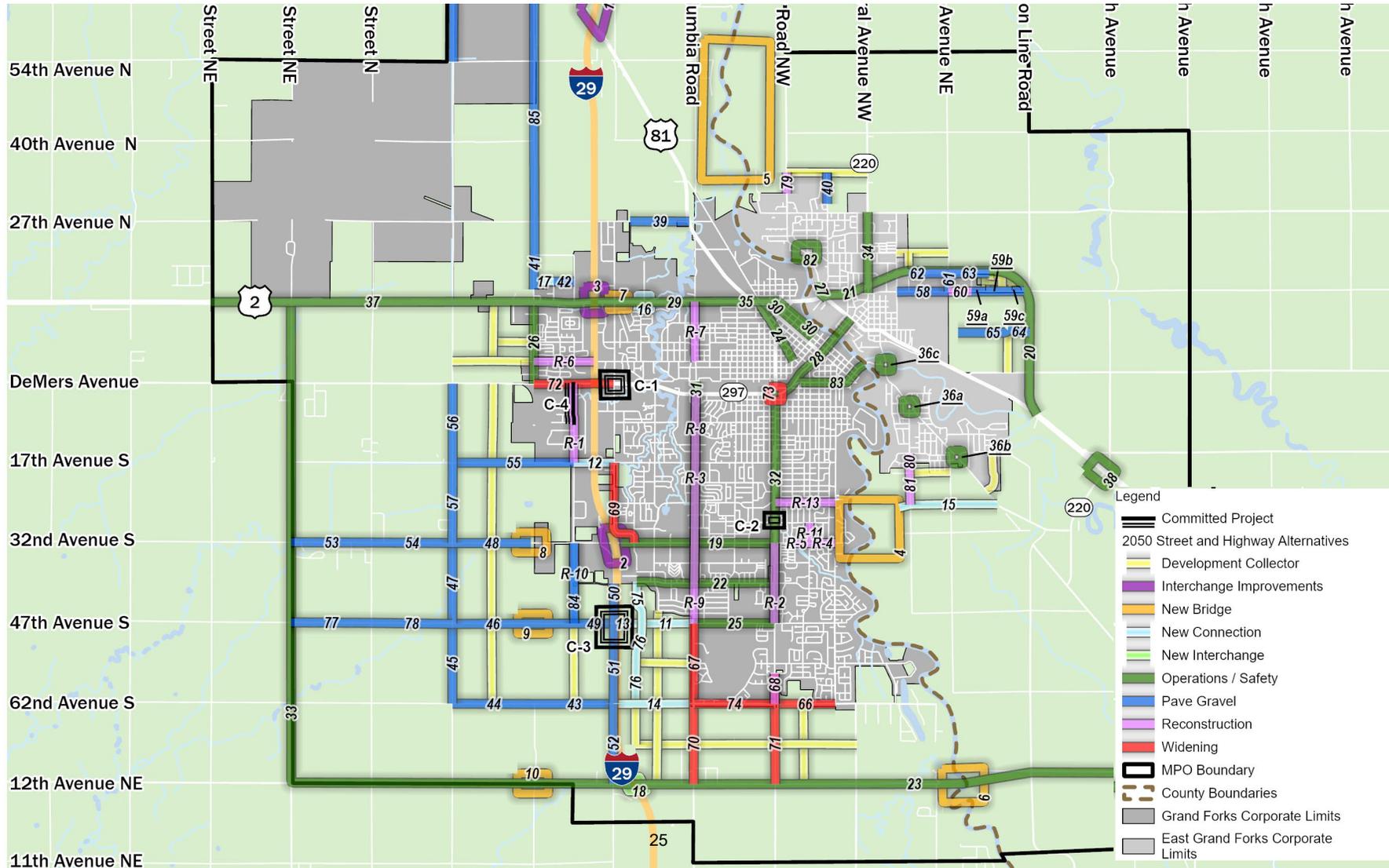
- New streets in growth areas
- New Red River crossings
- New railroad grade separations



## Pave Gravel Roads

- Current rural gravel roads paved
- In growth areas and industrial parks

# ALTERNATIVES AND COMMITTED PROJECTS



# STREET AND HIGHWAY CONTENTS- STREET AND HIGHWAY FUNDING (ND)



- Street and highway revenue trends
- Future forecasted street and highway revenue levels
  - By Time Band
    - Short-Term (2028 - 2032)
    - Mid-Term (2033 - 2041)
    - Long-Term (2042 - 2050)

Time Band	Urban Grant Program	Urban Local Roads Program	Urban Regional Primary Program	Urban Regional Secondary Roads & Bridge Programs	Bridge Program	County Program	Total
Short-Term (2028-2032)	\$330,000	\$15,000,000	\$17,020,000	\$16,140,000	\$5,800,000	\$280,000	\$54,570,000
Mid-Term (2033-2041)	\$660,000	\$27,000,000	\$34,790,000	\$32,590,000	\$11,360,000	\$560,000	\$106,960,000
Long-Term (2042-2050)	\$660,000	\$27,000,000	\$40,930,000	\$37,730,000	\$12,610,000	\$650,000	\$119,580,000
<b>Total</b>	<b>\$1,650,000</b>	<b>\$69,000,000</b>	<b>\$92,740,000</b>	<b>\$86,460,000</b>	<b>\$29,770,000</b>	<b>\$1,490,000</b>	<b>\$281,110,000</b>

# STREET AND HIGHWAY CONTENTS- STREET AND HIGHWAY FUNDING (MN)



- Street and highway revenue trends
- Future forecasted street and highway revenue levels
  - By Time Band
    - Short-Term (2028 - 2032)
    - Mid-Term (2033 - 2041)
    - Long-Term (2042 - 2050)

Time Band	District Managed Program	Mn State Aid	NWATP City Sub-Target	NWATP TAP Funds	Total
Short-Term (2028-2032)	\$8,070,000	\$3,970,000	\$1,270,000	\$320,000	\$13,630,000
Mid-Term (2033-2041)	\$16,290,000	\$7,950,000	\$2,780,000	\$640,000	\$27,660,000
Long-Term (2042-2050)	\$18,850,000	\$9,070,000	\$4,860,000	\$740,000	\$33,520,000
<b>Total</b>	<b>\$43,210,000</b>	<b>\$20,990,000</b>	<b>\$8,910,000</b>	<b>\$1,700,000</b>	<b>\$74,810,000</b>

# STREET AND HIGHWAY CONTENTS- FISCALLY CONSTRAINED PLAN



Estimated Annual Maintenance Project Costs In 2023 Dollars

City of Grand Forks	City of East Grand Forks	NDDOT	MnDOT
\$23,500,000	\$6,000,000	\$10,600,000	\$1,300,000

Operations and Maintenance Costs / Revenues, 2023-2050

City of Grand Forks	City of East Grand Forks	NDDOT	MnDOT	Total
\$20,470,000	\$7,630,000	\$19,620,000	\$9,380,000	\$57,100,000

- Presents Fiscally Constrained Streets and Highway Plan
- O&M Budget Covers Basic Maintenance and Operations Needs

# STATE OF GOOD REPAIR PLAN

- Funding Resources – All Sources 2024-2050 (Federal and Local):
  - North Dakota side - \$25M annually
  - Minnesota side - \$6M annually
- Pavement Maintenance Funding Requirements (from 2022 Pavement Study and Street system maintenance projects identified by city staff):

City of Grand Forks	City of East Grand Forks	NDDOT	MnDOT
\$23,500,000	\$6,000,000	\$10,600,000	\$1,300,000

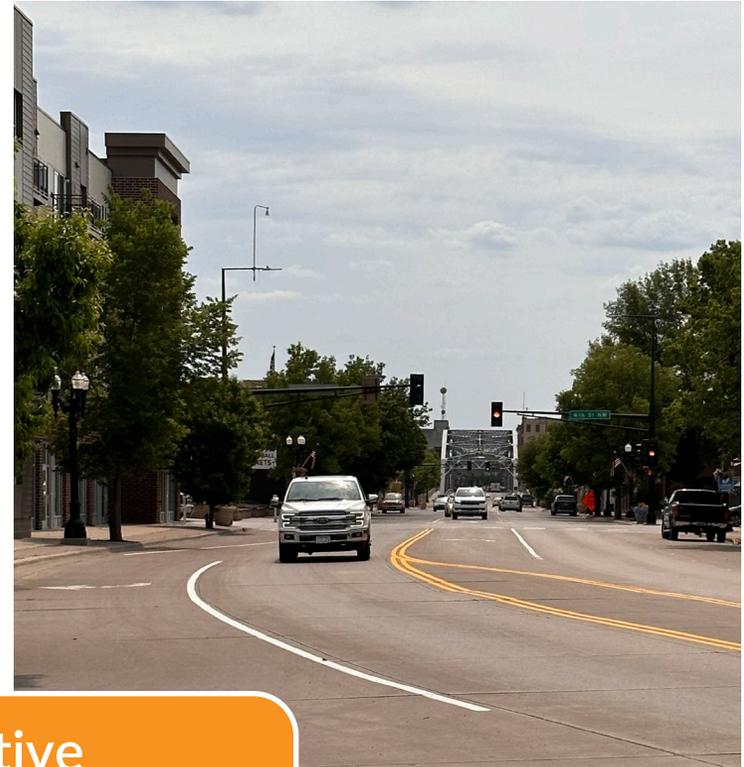
## Fiscally Constrained List = Maintenance Projects

- Focus on Grand Forks / East Grand Forks priority projects



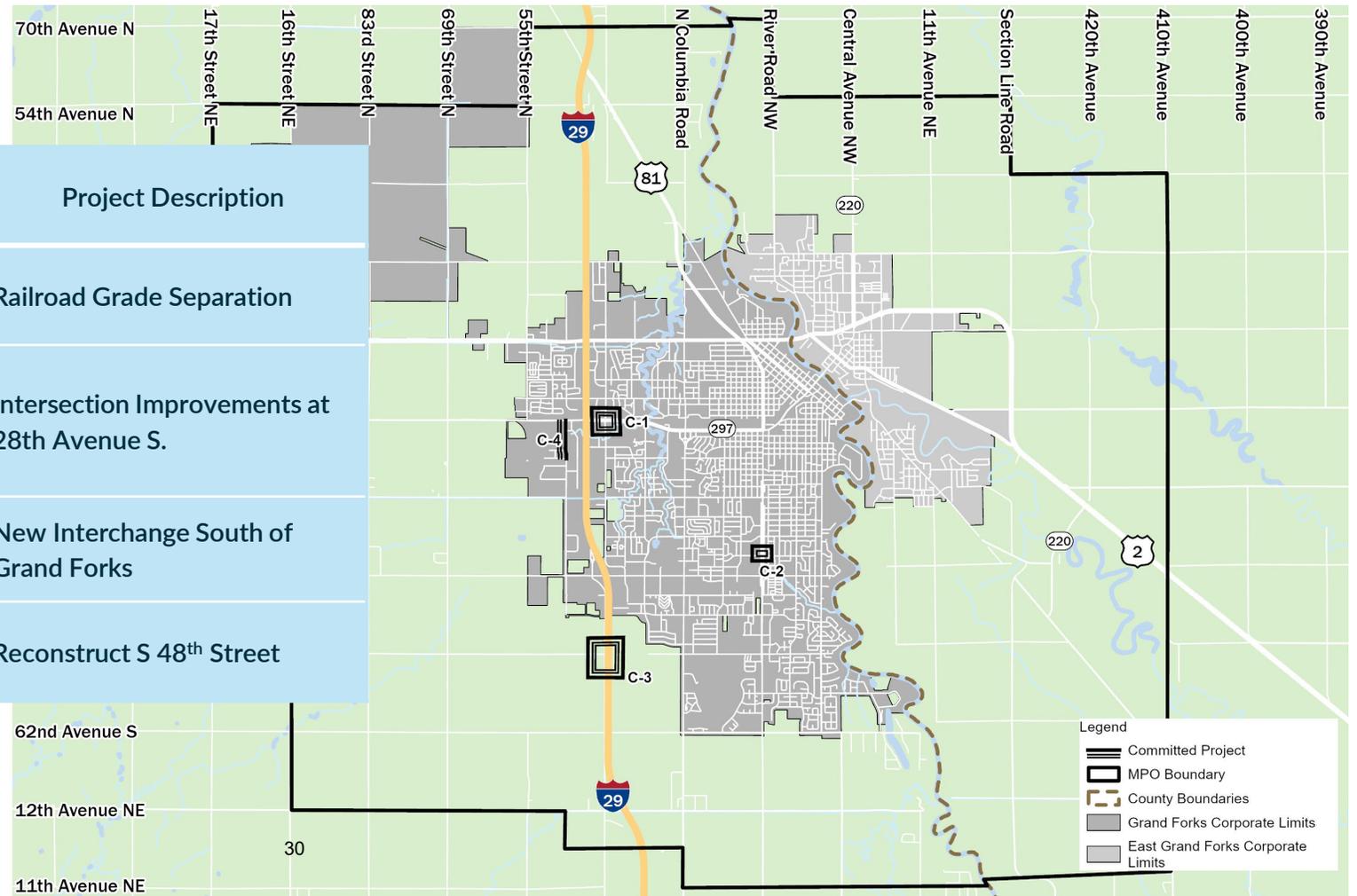
## Vision / Illustrative Project List = Expansion Alternatives

- Regional Needs
- Alternative Funding / Grant Opportunities



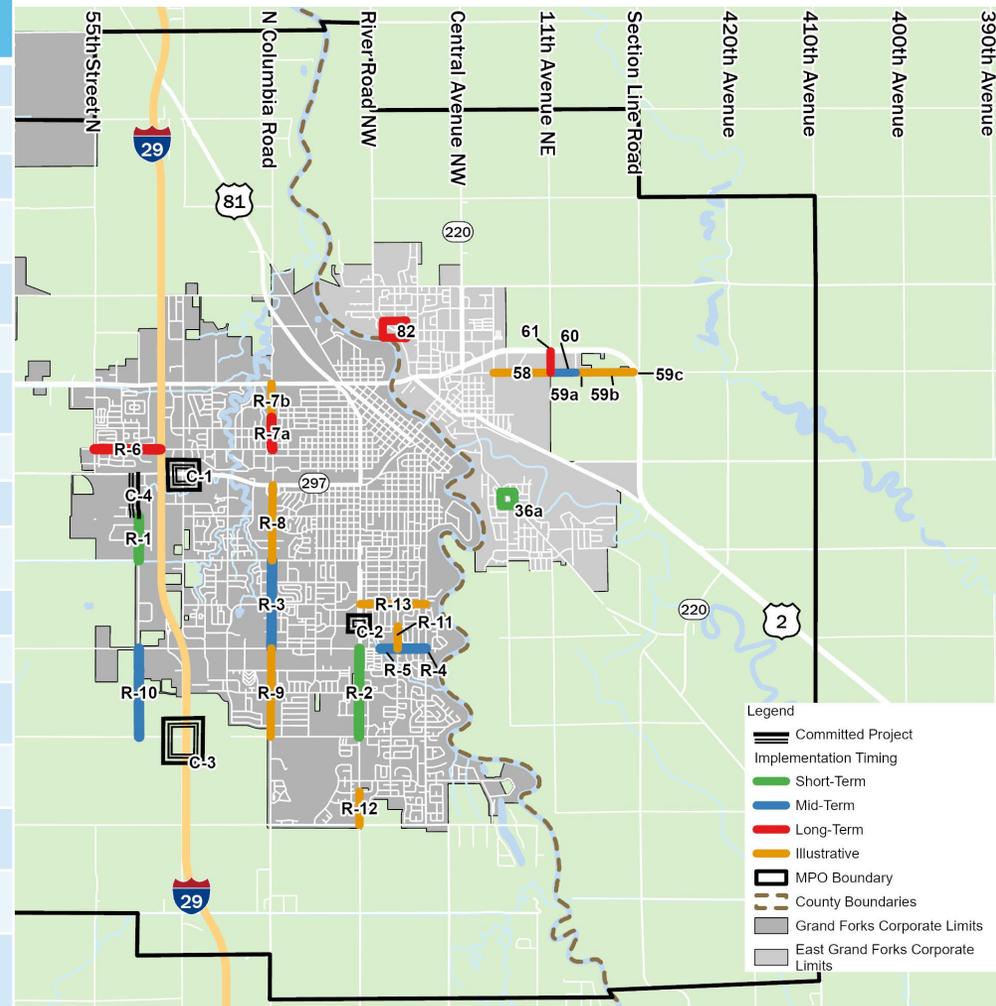
# COMMITTED PROJECT LIST

ID	Corridor	Extent	Project Type	Project Description
C-1	42nd Street	at DeMers Avenue	New Bridge	Railroad Grade Separation
C-2	Washington Street	at 28th Avenue S	Operations / Safety	Intersection Improvements at 28th Avenue S.
C-3	I-29	at 47th Avenue S	New Interchange	New Interchange South of Grand Forks
C-4	S 48th Street	DeMers Ave to 11th Ave S	Reconstruction	Reconstruct S 48th Street



# 2050 STREET AND HIGHWAY PROJECTS- URBAN ROADS PROGRAM (GRAND FORKS)

Time Band	ID	Location	Extent	Project Description	2023 Cost	YOE Cost
Short-Term	R-1	S 48th Street	11th Ave S to 17th Ave S	Reconstruction	\$9,600,000	\$12,630,000
Short-Term	R-2	S Washington Street	32nd Ave S to 47th Ave S	CPR	\$7,475,000	\$9,840,000
Short-Term (2028-2032) Total (YOE Cost)						\$22,470,000
Mid-Term	R-3	S Columbia Road	17th Avenue S to 32nd Avenue S	CPR	\$5,512,000	\$9,550,000
Mid-Term	R-4	32nd Avenue S	Belmont Road to Cherry Street	Reconstruction	\$3,000,000	\$5,200,000
Mid-Term	R-5	32nd Avenue S	Cherry Street to S 10th Street	Reconstruction	\$2,500,000	\$4,330,000
Mid-Term	R-10	S 48th Street	32nd Avenue S to 47th Avenue S	Pave Gravel Road	\$8,500,000	\$14,720,000
Mid-Term (2033-2040) Total (YOE Cost)						\$33,800,000
Long-Term	R-6	University Avenue	I-29 to N 55th Street	Reconstruction	\$7,329,545	\$18,070,000
Long-Term	R-7a	N Columbia Road	University Avenue to 8th Avenue N	Reconstruction	\$7,386,364	\$18,210,000
Long-Term (2041-2050) Total (YOE Cost)						\$36,280,000
Illustrative	R-7b	N Columbia Road	8th Avenue N to US 2	Reconstruction	\$7,386,364	
Illustrative	R-8	S Columbia Road	DeMers Avenue to 17th Avenue S	CPR	\$4,576,000	
Illustrative	R-9	S Columbia Road	32nd Avenue S to 47th Avenue S	CPR	\$5,304,000	
Illustrative	R-11	Cherry Street	28th Avenue S to 32nd Avenue S	Reconstruction	\$2,500,000	
Illustrative	R-12	S Washington Street	57th Avenue S to 62nd Avenue S	Reconstruction	\$7,500,000	
Illustrative	R-13	24th Avenue S	Belmont Road to S Washington Street	Reconstruction	\$7,424,342	



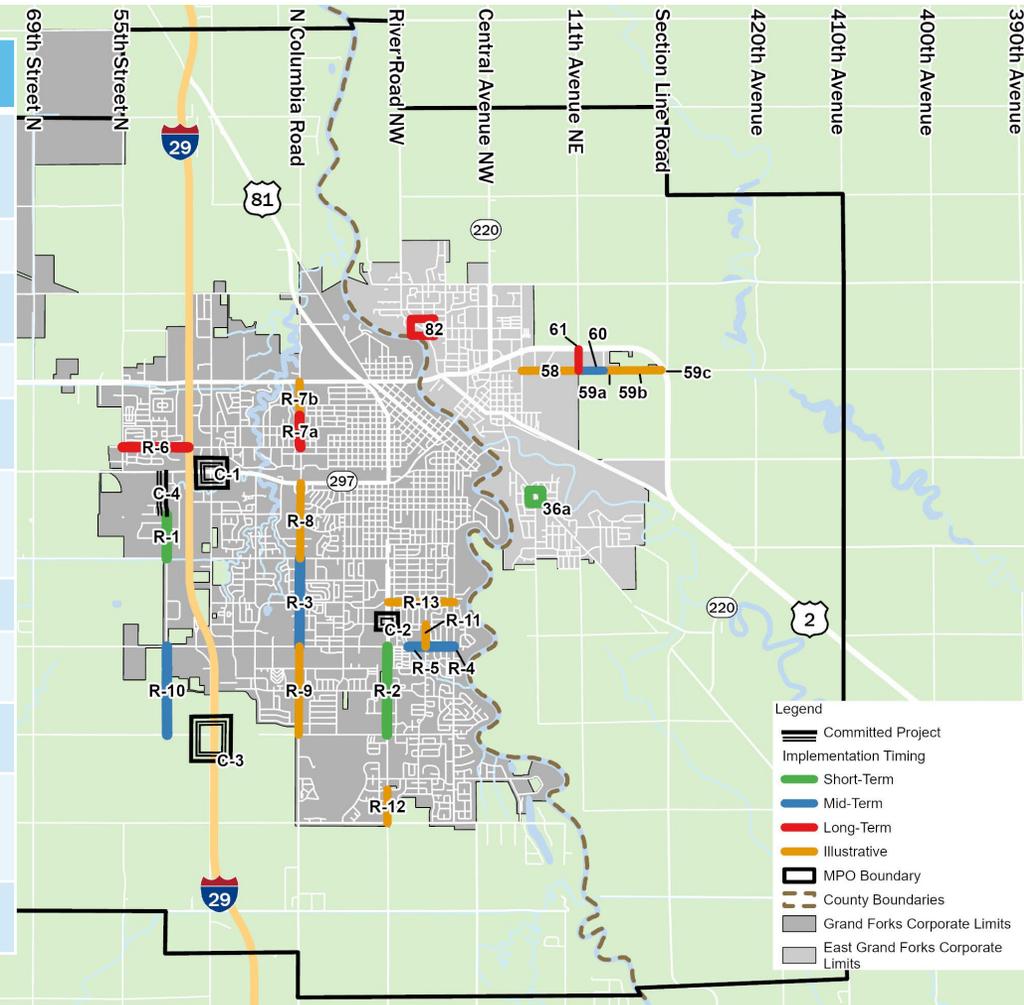
# 2050 STREET AND HIGHWAY PROJECTS– URBAN GRANT PROGRAM TARGET LIST (GRAND FORKS)

Time Band	ID	Location	Extent	Project Description	2023 Cost	YOE Cost
Short-Term	UG-1	1st Ave N	DeMers Ave to N 6th St	Reconstruction	\$6,000,000	\$7,900,000
Short-Term	UG-2	1st Ave N	N 6th St to N 5th St	Reconstruction	\$3,000,000	\$3,950,000
Short-Term (2028-2032) Total (YOE Cost)						\$11,850,000
Mid-Term	UG-3	1st Ave N	N 3rd St to N 4th St	Reconstruction	\$3,000,000	\$5,200,000
Mid-Term	UG-4	S 3rd St	DeMers Ave to Kittson Ave	Reconstruction	\$3,000,000	\$5,200,000
Mid-Term	UG-5	S 3rd St	Kittson Ave to Division Ave	Reconstruction	\$3,000,000	\$5,200,000
Mid-Term (2033-2040) Total (YOE Cost)						\$15,600,000
Long-Term	UG-6	S 4th St	DeMers Ave to Kittson Ave	Reconstruction	\$3,000,000	\$7,390,000
Long-Term	UG-7	S 4th St	Kittson Ave to Division Ave	Reconstruction	\$3,000,000	\$7,390,000
Long-Term (2041-2050) Total (YOE Cost)						\$14,780,000



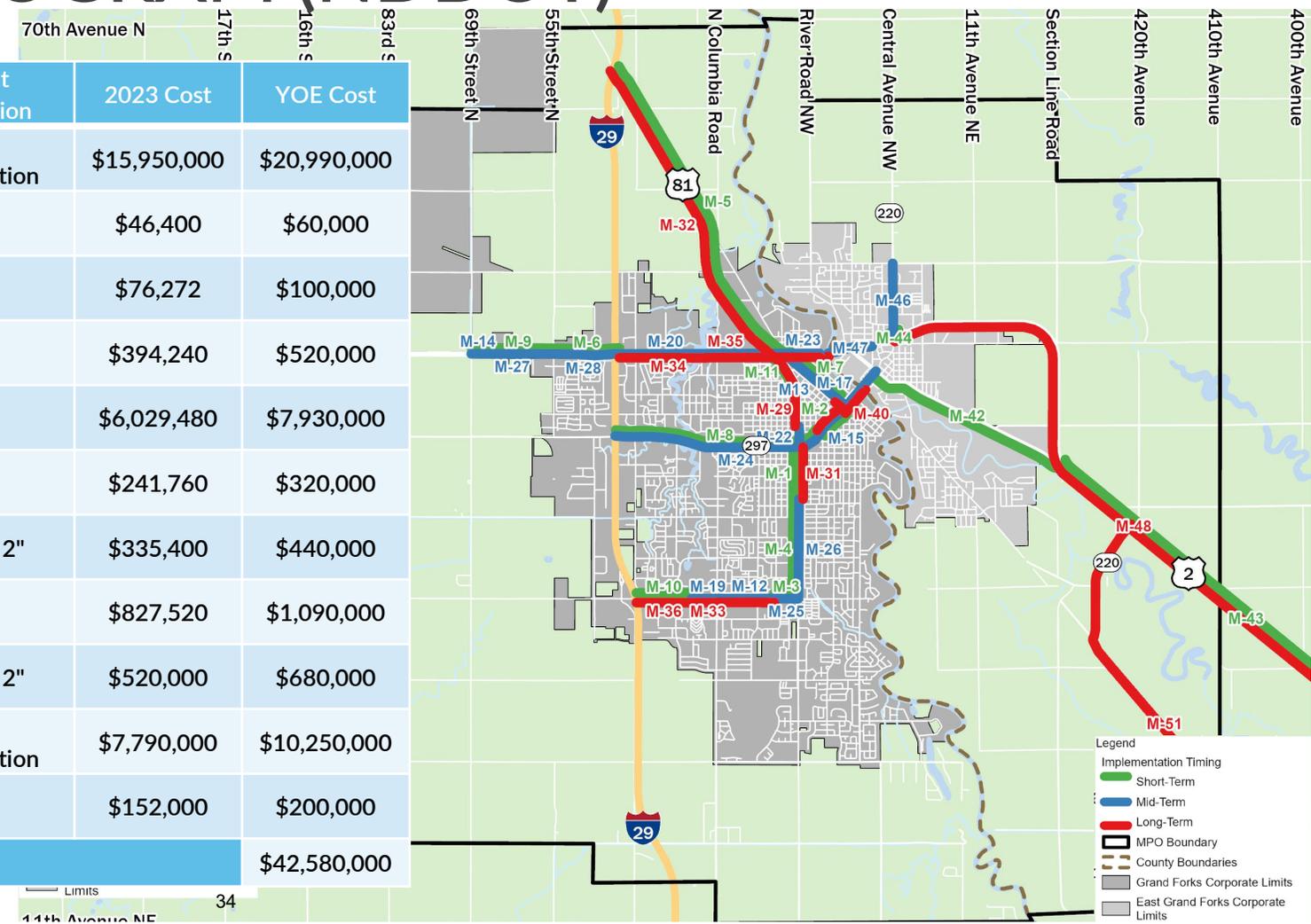
# 2050 STREET AND HIGHWAY PROJECTS- CITY-SUB TARGET (EAST GRAND FORKS)

Time Band	ID	Roadway	Location	Project Description	2023 Cost	YOE Cost
Short-Term	36a	Bygland Road	Intersection with Rhinehart Road	Intersection Improvements	\$1,500,000	\$1,970,000
Short-Term (2028-2032) Total (YOE Cost)						\$1,970,000
Mid-Term	60	10th St NE	11th Ave NE to 15th Ave NE	Reconstruct	\$2,154,000	\$3,730,000
Mid-Term (2033-2040) Total (YOE Cost)						\$3,730,000
Long-Term	61	11th Ave NE	US 2 to 10th St	Reconstruct	\$1,850,000	\$4,560,000
Long-Term	82	River Road	12th Ave NW / 17th St NW	Intersection Improvements	\$1,500,000	\$3,700,000
Long-Term (2041-2050) Total (YOE Cost)						\$8,260,000
Illustrative	58	10th St NE	5th Ave NE to 11th Ave NE	Paving	\$2,154,000	
Illustrative	59a	10th St NE	15th Ave NE to .25 Miles East	Paving	\$1,840,000	
Illustrative	59b	10th St NE	.25 Miles East of 15th Ave to .50 Miles East of 15th Ave	Paving	\$1,840,000	
Illustrative	59c	10th St NE	0.5 Miles East of 15th Ave to U.S. 2	Paving	\$1,840,000	



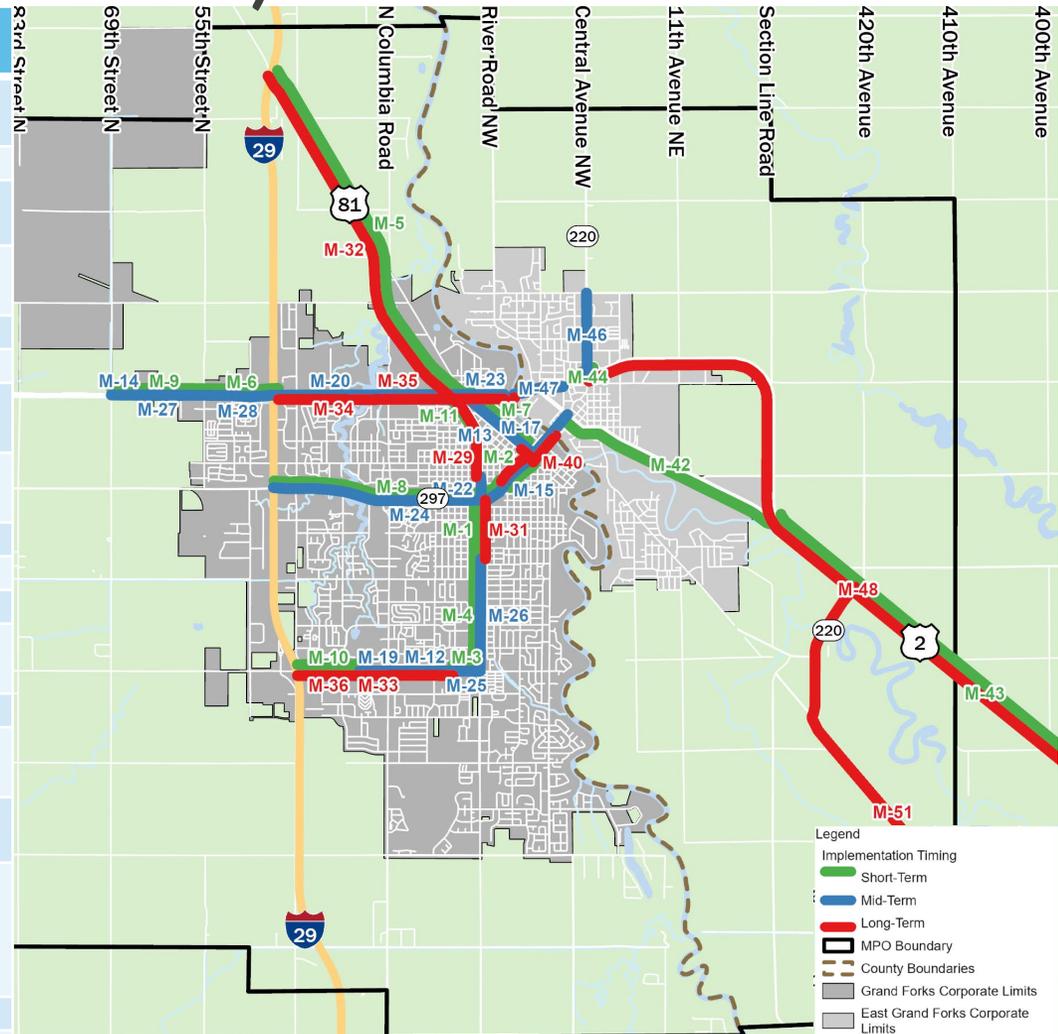
# 2050 STREET AND HIGHWAY PROJECTS— URBAN REGIONAL PROGRAM (NDDOT)

Time Band	ID	Location	Extent	Project Description	2023 Cost	YOE Cost
Short-Term	M-1	S Washington St	Hammerling to Demers Ave	PCC Reconstruction	\$15,950,000	\$20,990,000
Short-Term	M-2	DeMers Ave	4th Ave S to N 6th St	Chip Seal	\$46,400	\$60,000
Short-Term	M-3	32nd Ave S	East of 17th to S Washington St	CPR	\$76,272	\$100,000
Short-Term	M-4	S Washington St	32nd Ave S to Hammerling	CPR	\$394,240	\$520,000
Short-Term	M-5	N Washington St	US 2 to I-29	Concrete Overlay	\$6,029,480	\$7,930,000
Short-Term	M-6	U.S. 2 / Gateway Dr	55th St E to I-29	CPR	\$241,760	\$320,000
Short-Term	M-7	U.S. 2B (5th St N)	Gateway Dr to 2nd Ave N	Mill & HBP 2"	\$335,400	\$440,000
Short-Term	M-8	DeMers Ave	I-29 to 4th Ave S	CPR	\$827,520	\$1,090,000
Short-Term	M-9	U.S. 2 / Gateway Dr	69th St N to 55th St	Mill & HBP 2"	\$520,000	\$680,000
Short-Term	M-10	32nd Ave S	I-29 to East of 31st St S	PCC Reconstruction	\$7,790,000	\$10,250,000
Short-Term	M-11	S Washington St	8th Ave N to US 2	CPR	\$152,000	\$200,000
Short-Term (2028-2032) Total (YOE Cost)						\$42,580,000



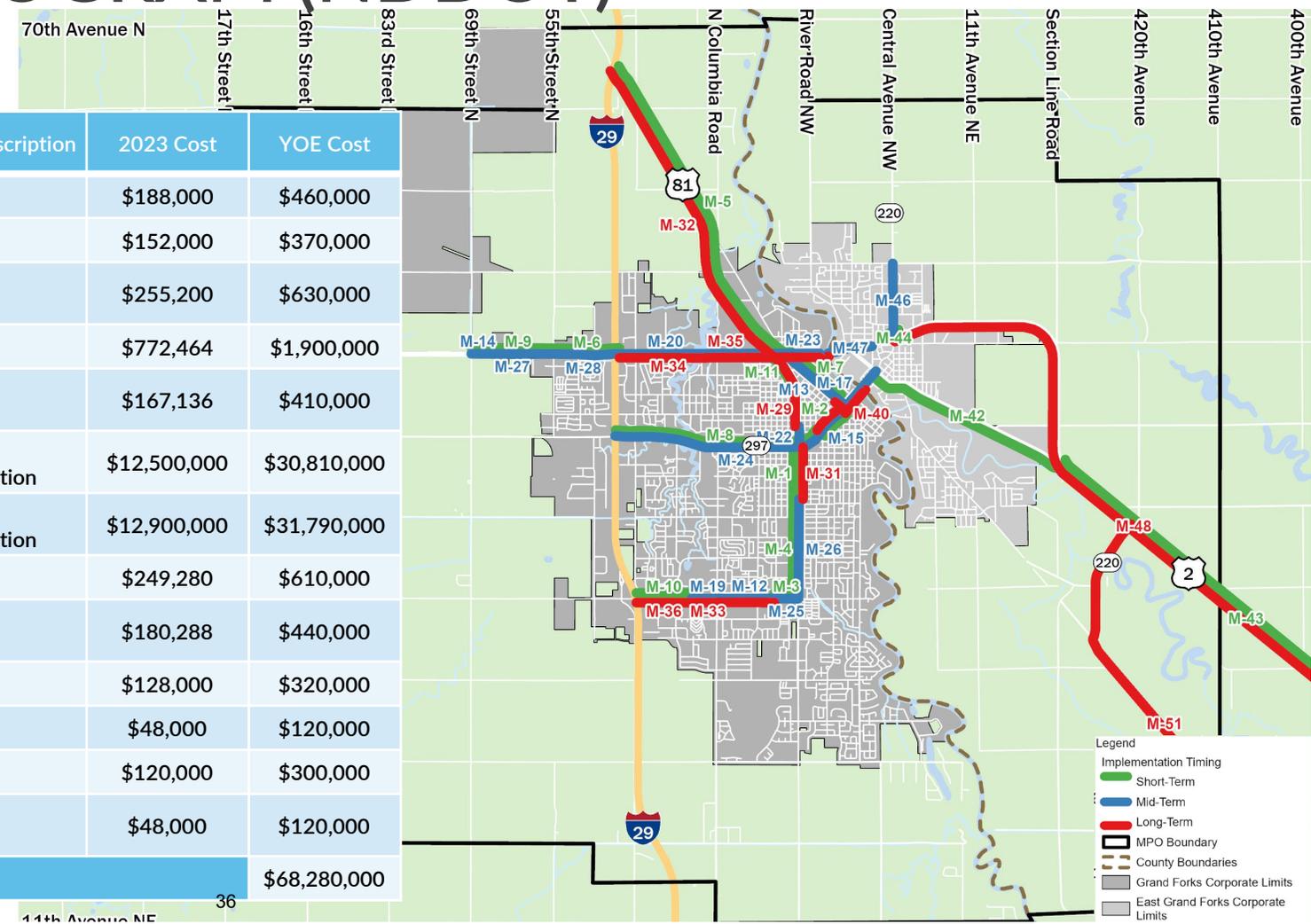
# 2050 STREET AND HIGHWAY PROJECTS— URBAN REGIONAL PROGRAM (NDDOT)

Time Band	ID	Location	Extent	Project Description	2023 Cost	YOE Cost
Mid-Term	M-12	32nd Ave S	West of 23rd St S to East of 17th St S	PCC Reconstruction	\$5,634,000	\$9,760,000
Mid-Term	M-13	U.S. 2B (5th St N)	Gateway Dr to 2nd Ave N	Chip Seal	\$74,820	\$130,000
Mid-Term	M-14	U.S. 2 / Gateway Drive	69th St N to 55th St	Chip Seal	\$116,000	\$200,000
Mid-Term	M-15	DeMers Ave	4th Ave S to N 6th St	PCC Reconstruction	\$3,200,000	\$5,540,000
Mid-Term	M-16	U.S. 2B (5th St N)	2nd Ave N to DeMers Ave	CPR	\$48,000	\$80,000
Mid-Term	M-17	U.S. 2B (Demers Ave)	5th St to Red River	CPR	\$120,000	\$210,000
Mid-Term	M-18	DeMers Ave	N 6th St to US 2B (North 5th St)	CPR	\$48,000	\$80,000
Mid-Term	M-19	32nd Ave S	East of 31st to West of 23rd St S	CPR	\$167,136	\$290,000
Mid-Term	M-20	U.S. 2 / Gateway Dr	I-29 to Columbia Rd	CPR, Mill & HBP	\$1,050,000	\$1,820,000
Mid-Term	M-21	U.S. 2 / Gateway Dr	Columbia Rd to Red River	CPR, Mill & HBP	\$1,338,500	\$2,320,000
Mid-Term	M-22	S Washington St	Demers Ave to 1st Ave N	CPR	\$92,000	\$160,000
Mid-Term	M-23	U.S. 2B (5th St N)	Gateway Dr to 2nd Ave N	PCC Reconstruction	\$8,600,000	\$14,890,000
Mid-Term	M-24	DeMers Ave	I-29 to 4th Ave S	CPR	\$827,520	\$1,430,000
Mid-Term	M-25	32nd Ave S	East of 17th to S Washington St	CPR	\$76,272	\$130,000
Mid-Term	M-26	S Washington St	32nd Ave S to Hammerling	CPR	\$394,240	\$680,000
Mid-Term	M-27	U.S. 2 / Gateway Dr	69th St N to 55th St	New Construction / Pavement / Curb & Gutter	\$11,000,000	\$19,050,000
Mid-Term	M-28	U.S. 2 / Gateway Dr	55th St E to I-29	CPR	\$241,760	\$420,000
Mid-Term (2033-2040) Total (YOE Cost)						\$57,190,000



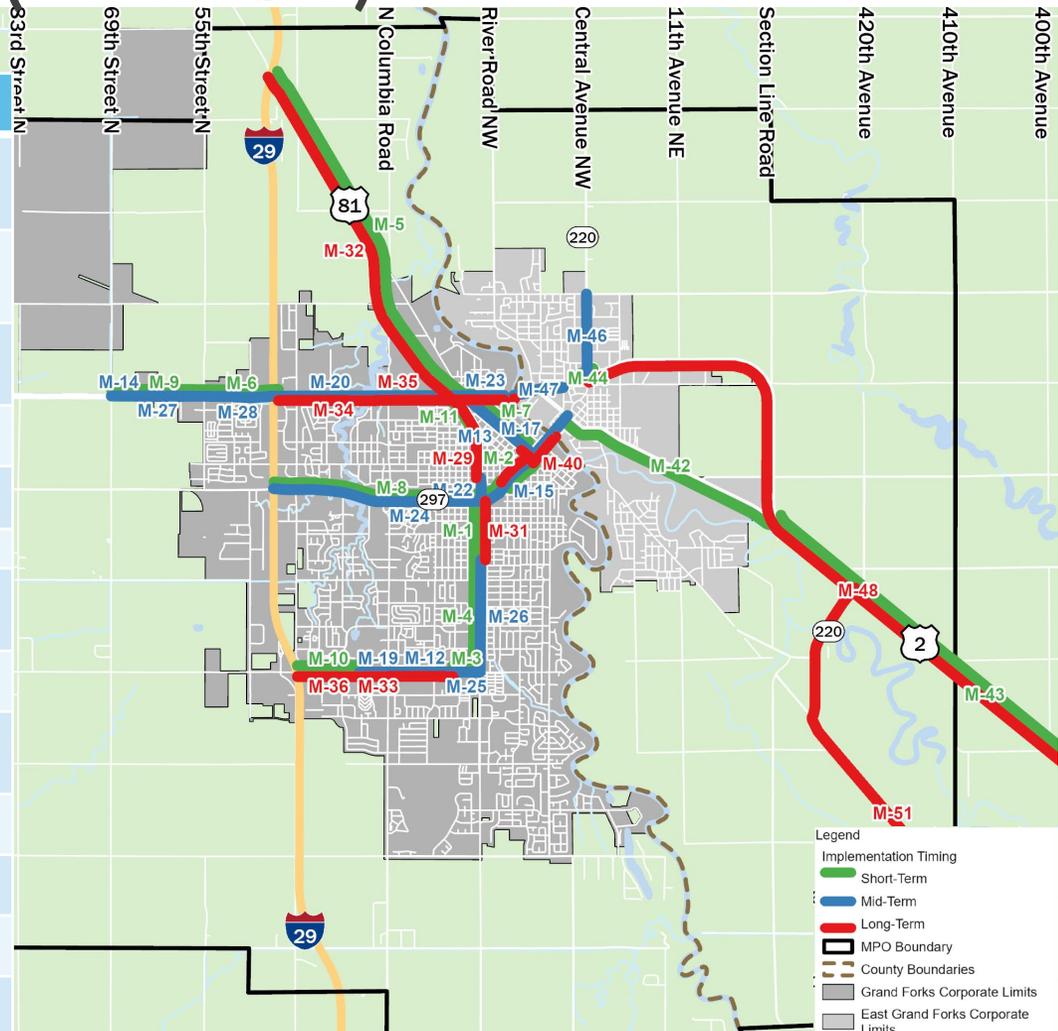
# 2050 STREET AND HIGHWAY PROJECTS— URBAN REGIONAL PROGRAM (NDDOT)

Time Band	ID	Location	Extent	Project Description	2023 Cost	YOE Cost
Long-Term	M-29	S Washington St	1st Ave N to 8th Ave N	CPR	\$188,000	\$460,000
Long-Term	M-30	S Washington St	8th Ave N to US 2	CPR	\$152,000	\$370,000
Long-Term	M-31	S Washington St	Hammerling to Demers Ave	CPR	\$255,200	\$630,000
Long-Term	M-32	S Washington St	US 2 to I-29	CPR	\$772,464	\$1,900,000
Long-Term	M-33	32nd Ave S	East of 31st to West of 23rd St S	CPR	\$167,136	\$410,000
Long-Term	M-34	U.S. 2 / Gateway Drive	I-29 to Columbia Rd	PCC Reconstruction	\$12,500,000	\$30,810,000
Long-Term	M-35	U.S. 2 / Gateway Drive	Columbia Rd to Red River	PCC Reconstruction	\$12,900,000	\$31,790,000
Long-Term	M-36	32nd Ave S	I-29 to East of 31st St S	CPR	\$249,280	\$610,000
Long-Term	M-37	32nd Ave S	West of 23rd St S to East of 17th St S	CPR	\$180,288	\$440,000
Long-Term	M-38	DeMers Ave	4th Ave S to N 6th St	CPR	\$128,000	\$320,000
Long-Term	M-39	U.S. 2B (5th St N)	2nd Ave N to DeMers Ave	CPR	\$48,000	\$120,000
Long-Term	M-40	U.S. 2B (Demers Ave)	5th St to Red River	CPR	\$120,000	\$300,000
Long-Term	M-41	DeMers Ave	N 6th St to US 2B (North 5th St)	CPR	\$48,000	\$120,000
Long-Term (2041-2050) Total (YOE Cost)						\$68,280,000



# 2050 STREET AND HIGHWAY PROJECTS- DISTRICT MANAGED PROGRAM (MNDOT)

Time Band	ID	Location	Extent	Project Description	2023 Cost	YOE Cost
Short-Term	M-42	US 2b	DeMers Avenue to US 2	Resurface and Sidewalk Improvements	\$5,200,000	\$6,840,000
Short-Term	M-43	US 2	East Grand Forks Limits to Fisher	Resurface East Bound Lanes	\$7,300,000	\$9,610,000
Short-Term	M-44	US 2	MN 220/Central Ave Intersection	Intersection Improvements	\$3,000,000	\$3,950,000
Short-Term (2028-2033) Total (YOE Cost)						\$20,140,000
Mid-Term	M-45	US 2B	Sorlie Bridge to 4th Street NW	Resurface Roadway	\$1,500,000	\$2,600,000
Mid-Term	M-46	MN 220	US 2 to 23rd Street NW	Resurface Roadway	\$3,000,000	\$5,200,000
Mid-Term	M-47	US 2	Kennedy Bridge to 5th Avenue NW	Resurface Roadway	\$2,500,000	\$4,330,000
Mid-Term (2033-2040) Total (YOE Cost)						\$12,130,000
Long-Term	M-48	US 2	5th Avenue NW to Fisher	Resurface West Bound Lanes	\$10,000,000	\$24,650,000
Long-Term	M-49	US 2	Kennedy Bridge	Repaint Bridge	\$2,750,000	\$6,780,000
Long-Term	M-50	US 2	Sorlie Bridge	Repaint Bridge	\$2,750,000	\$6,780,000
Long-Term	M-51	MN 220	US 2 to Climax	Resurface Roadway	\$20,000,000	\$20,000,000
Long-Term (2041-2050) Total (YOE Cost)						\$87,500,000

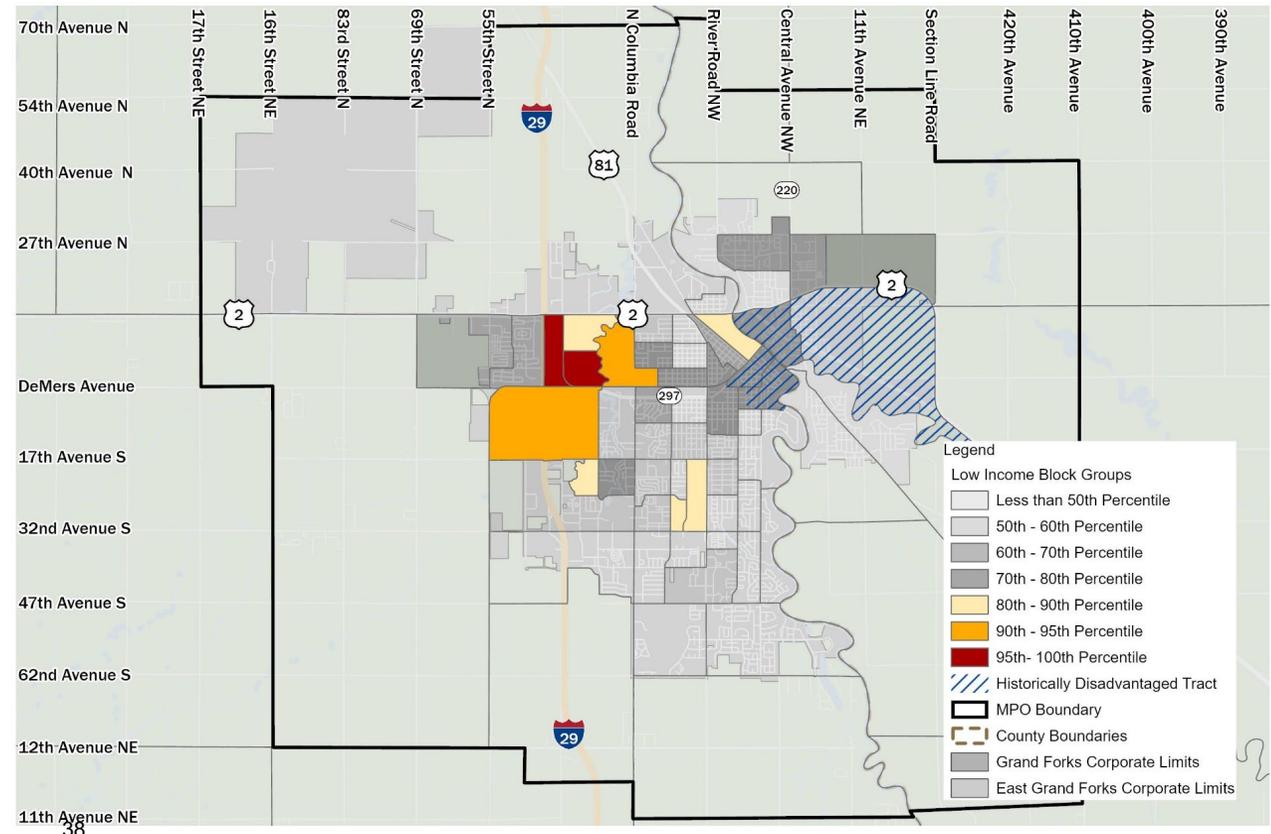


# STREET AND HIGHWAY CONTENTS- ENVIRONMENTAL MITIGATION



EJ Populations and Historically Disadvantaged Census Tracts

- Analysis of potential impacts of alternatives on Environmental Justice populations
  - Low Income
  - Minority
  - Age 65 and Over
  - Disabled
  - Limited English
  - No Vehicles Available
- Carbon Footprint estimation
  - Calculates metric tons of carbon dioxide based on estimated vehicle miles traveled



# STREET AND HIGHWAY CONTENTS- FEDERAL COMPLIANCE



- Summary of MTP alignment with Federal regulations
  - 23 CFR §450.322 Metropolitan transportation planning process for developing a Metropolitan Transportation Plan
  - Demonstrate how MTP goals and objectives align with Federal Planning Factors

Goal	Objectives	Economic Vitality	Safety	Security	Accessibility and Mobility for People and Freight	Environment and Energy Conservation, Quality of Life, Economic Development	System Integration and Connectivity for People and Freight	Efficient Operation and Management	Preserve the Existing Transportation System	System Resiliency and Reliability, Reduce or Mitigate Stormwater Impacts	Enhance Travel and Tourism
<b>GOAL: EFFICIENT AND RELIABLE</b>											
	Limit recurring peak hour congestion				✓			✓			
	Improve travel reliability on the non-Interstate NHS							✓			
	Maintain high levels of freight reliability on the Interstate and non-Interstate NHS	✓			✓			✓			
	Identify event management strategies to improve traffic operations during major events							✓			✓
	Increase regional mode share for walking, biking, and transit							✓			
	Leverage emerging transportation technologies to improve operations of the multimodal system				✓		✓	✓			
	Work to safely and efficiently manage traffic incidents and weather events			✓				✓			

# REMAINING SCHEDULE

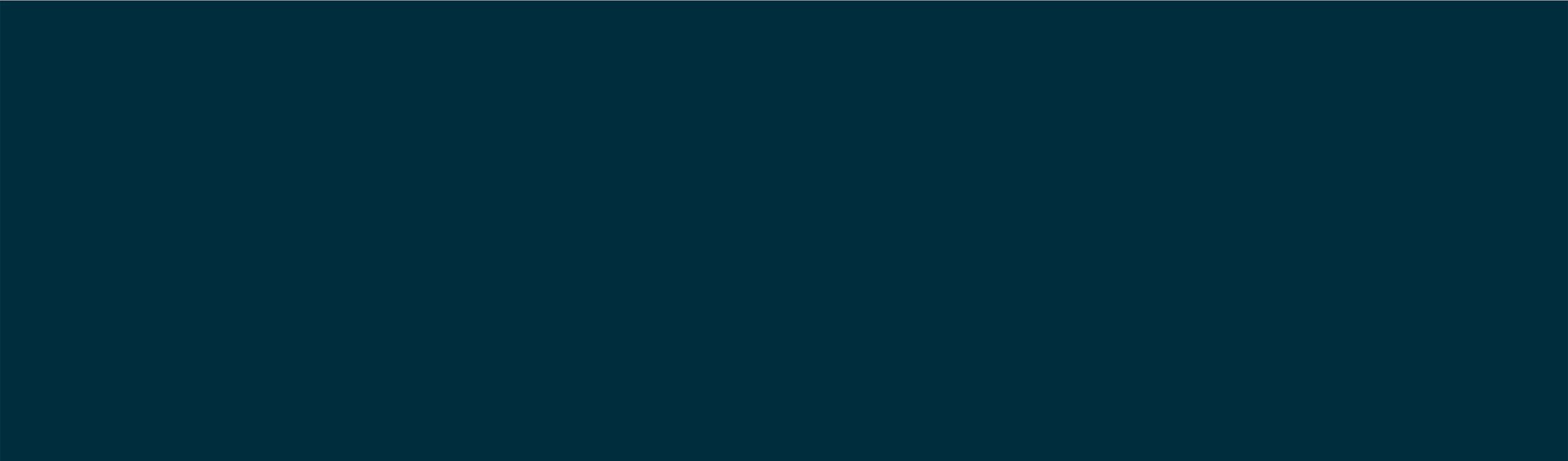
- Commission Presentations
- Adoption by December 2023





# THANK YOU!

QUESTIONS?



# Request for Council Action

Date: November 14, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Jeremy King/Reid Huttunen

RE: Resident request to speak on Bygland Rd sidewalk snow removal

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**Background:**

Residents living along the west side of Bygland Rd, which are effected by the City Council decision to stop the City's snow removal from sidewalks along that stretch of road, would like to address the City Council and are requesting the City Council reconsider its decision.

**Recommendation:**

No staff recommendation

**Enclosures:**

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A letter and supporting petition signed by residents effected along the west side of Bygland Rd

10/14/2023

Dear East Grand Forks City Council Members,

RE: Petition for Snow Removal along Sidewalks

We, who own the property on the West side of Bygland Rd, request your reconsideration on your decision of discontinuing the snow removal on our sidewalks. Back in 2012 when the sidewalks were mentioned we were told this was a Government Funded "Safe Route To Schools" grant and the city would maintain snow removal. We didn't have a choice on the sidewalks and were promised the snow removal would be done by the city. It's the exact scenario over on the east side of Bygland Rd where the city is still going to remove snow from their sidewalks.

Your decision is very concerning to us being on Bygland Rd. The snow plows go so fast and pile the snow and ice on the sidewalks. We don't believe we are going to be able to keep up and manage with all the trips they make back and forth on the road. Some people don't even have access to their sidewalk. It is sometimes difficult for the city Industrial strength Bobcat to make it through the snow on the sidewalks, so how are we with our residential snow blowers going to manage?

The city has been clearing the sidewalks on the east and west side of Bygland Rd for over a decade, as we were both originally promised. We feel that promise should still be honored today for both sides of the road. For us to agree on the sidewalks the incentive from the city was they would maintain snow removal, that promise shouldn't be forgotten. If nothing else, our sidewalks should be at least grandfathered in. Please reconsider your decision, restore our faith and honor that promise. If you have any questions or concerns about the Petition, please don't hesitate to ask.

Sincerely,

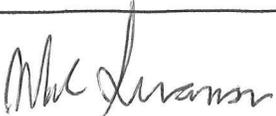


Jennifer Boushee

1214 Bygland Rd SE  
East Grand Forks, MN 56721

(218) 230-1634

Printed Name	Signature	Address
Deb Hearn	Deb Hearn	1120 Bygland Rd SE
Melissa Decamp	Melissa Decamp	1104 Bygland Rd SE
Scott Johnson	Scott Johnson	1018 12th Ave SE
Marisa Hodny-Johnson	Marisa Hodny-Johnson	1018 12th Ave SE EGF
Darren Decamp	Darren Decamp	928 Bygland Rd SE
Melissa Krietsch	Melissa Krietsch	908 Bygland Rd SE EGF
PETER OLSON	Peter Olson	616 BYGLAND RD SE EGF
Pam Olson	Pam Olson	616 Bygland Rd SE EGF
Ken Work	Ken Work	4 Ken Work EGF
Loey Hanson	Loey Hanson	606 Bygland RD SE EGF
Dawn Sistrud	Dawn Sistrud	EGF 918 Bygland Rd SE
Tammy Saylor	Tammy Saylor	1204 Bygland Rd SE East Grand Forks, MN

Printed Name	Signature	Address
MARK SWANSON		1034 Bygland RD S.E.
Kristi Swanson		1034 Bygland Rd S.E.
Sarah Brazier		1128 Bygland Rd SE
Paul Seddel		600 Bygland RD SE
Connie Loken		922 8th St SE E97

Printed Name	Signature	Address
Rhonda Hollarn	Rhonda Hollarn	1423 Greenway Blvd. SE
Donald Hollarn	Don Hollarn	1423 Greenway Blvd SE
Karla Senne	Karla Senne	1319 14 <sup>th</sup> Ave SE
Paul John	TODD Seehman	1323 14 <sup>th</sup> Ave SE
Jenna Kaiser	Jenna Kaiser	1403 14 <sup>th</sup> Ave SE
Dustin Riske	"per phone"	911 8 <sup>th</sup> St SE

# Request for Council Action

Date:

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Fire Chief Jeff Boushee

RE: Fire Station #2 Renovation

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**Background:**

Fire Station #2 Assessment has been completed by WSN. The purpose of this assessment was to obtain professional guidance for a renovation that would consider gender equality, code compliance, efficiency, building systems, lighting, paint, ceiling, flooring, plumbing, kitchen, appliances, and other deficiencies. A copy of the assessment, preliminary floor plan and cost opinion has been provided.

**Budget Impact:**

See attached cost summary and options.

**Recommendation:**

If funding is available approve design, specifications, construction administration and bid process to be performed in 2024 by WSN. Approve complete renovation.

**Enclosures:** Facility Assessment Report  
Preliminary Floor Plan  
Detail Cost Spreadsheet  
Planning Options  
Building Maintenance Budget

**FACILITY ASSESSMENT**  
**EAST GRAND FORKS FIRE STATION NO. 2**  
**CITY OF EAST GRAND FORKS, MINNESOTA**

SEPTEMBER 2023



**WIDSETH**



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## EXECUTIVE SUMMARY

### Fire Department Summary

- *Communities Served*

As indicated on the City of East Grand Fork's website, the fire department is a combination career/paid on call department, established in 1883. Serving the City of East Grand Forks and seven surrounding townships. Services provided include; EMS, fire suppression, technical rescue, fire code education/enforcement, fire prevention education/activities and emergency management. The fire department responds to approximately 1,000 emergency calls per year as well as several public service calls and public education events.

- *Existing Facilities*

The East Grand Forks Fire Department operates two fire stations. The focus of this facility assessment is on Station No. 2 located at 243 5<sup>th</sup> Ave SE. Original construction drawings provided by the Department indicate the building was constructed in 1975. There have not been any significant changes to the building aside from regular maintenance and upkeep. The building fronts Bygland Road SE. Entrance to the garage bays is from the east.



### Scope of Evaluation

- *Purpose*

In May 2023, the East Grand Forks Fire Department authorized Widseth to conduct a facility condition assessment of Station No. 2. The purpose of this assessment will assist the fire department with:

- Planning for maintenance and improvements
- Prioritizing long- and short-term projects
- Identifying opportunities to enhance the living environment for firefighters
- Developing and enhancing a 10-year facilities maintenance plan.

- *Scope of Assessment*

Widseth and its consultants visited Fire Station No. 2 to perform comprehensive site and facility evaluations. Review of the architectural and mechanical physical conditions was completed on June 16, 2023. Review of the electrical physical condition was completed on June 28, 2023. During the

physical conditions assessment process, fire department staff provided access to all areas, along with relevant information about the buildings and associated infrastructure.

- *Priority Summary*

The building system conditions observed during our evaluation were prioritized using the following definitions and guidelines:

Priority	Category	Description
<b>1</b>	Life Safety	As typically noted by Fire Marshall or other Life Safety Officials.
	Deterioration	Further deterioration will create higher future repair costs or may cause damage to other areas of the structure.
	Health	Items that do not meet state health code requirements. Mechanical systems that do not currently comply with ASHRAE Standards. However, these upgrades are not mandated and would not be required unless other substantial work is being done to the facility.
	Accessibility	Items that must be completed to allow access to the building or primary function areas within the building.
	Haz. Materials	Items that pose a significant impact to building occupants.
<b>2</b>	Energy	Item results in payback within 10 years.
	Deterioration	Material or system that currently functions but will require replacement or major maintenance within 5 years.
	Health	Inadequate exhaust and ventilation near lab equipment or other areas lacking adequate ventilation.
	Accessibility	Modifications required to meet state guidelines.
	Haz. Materials	Removal of items affected by other Priority 2 changes.
<b>3</b>	Energy	Item results in payback in more than 10 years.
	Deterioration	Material or system that currently functions but will require replacement or major maintenance in 6-10 years.
	Health	Items that do not meet state health code requirements.
	Haz. Materials	Removal of items affected by other Priority 3 changes.
<b>4</b>	Aesthetics	Items which impact the visual environment.
	Accessibility	Items with do not meet full requirements of federal accessibility guidelines.
	Haz. Materials	Removal of items affected by other Priority 4 changes.

### Summary of Findings

- *Facility Age*

Fire Station No. 2 was constructed in 1975. Renovation occurred following the flood of 1997, but no significant changes have been to the facility since it’s original construction. Improvements since original construction have consisted of routine maintenance and upkeep.

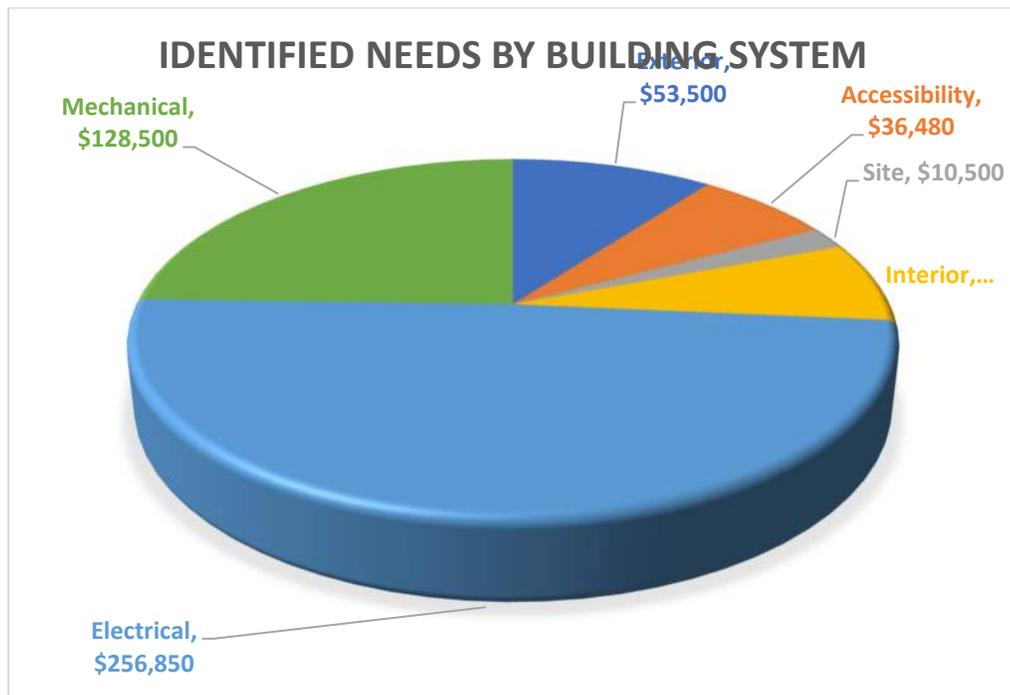
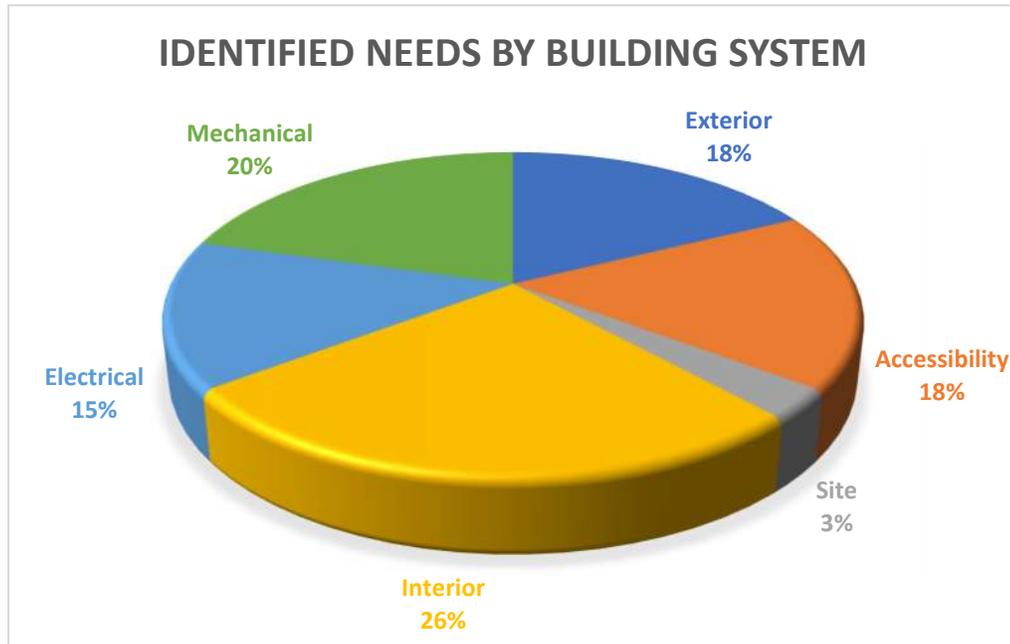
During the assessment process, it was apparent that Station No. 2 is largely in its original condition with no major modifications to the original layout since construction.

- *Identified Needs*

The assessment identified 34 items that should be addressed within the building and incorporated into the 10-year facilities plan. Over one-third of the items identified were priority 1 items that should be addressed within 3-5 years.

- *Distribution*

The building systems with needs identified were exterior, interior, accessibility, mechanical and electrical items.



- *Financial Impact*

The assessment identified \$523,950 worth of needs for the facility. Based on priority, a planned year of completion was assigned to each identified need. The following breaks down the identified needs by priority level:

Priority 1: \$279,850.00

Priority 2: \$201,600.00

Priority 3: \$10,000.00

Priority 4: \$32,500.00

- *Facility Condition*

The facility was assessed for physical condition, repair, maintenance, capital renewal needs and remaining expected life. Items identified were described, categorized, and prioritized along with cost estimates for expenditure projections and reporting. Through these efforts, the facility could be assigned a Facility Condition Index (FCI) which is the cost of identified needs divided by the replacement cost (\$400 per square foot) for the same square foot facility.

Facility	Area	Identified Needs	Replacement Value	Facility Condition Index	
Station 2	5,862	\$523,950	\$2,344,800	22.34%	FAIR

The facility condition index was initially sponsored by the National Association of College and University Business Officials (NACUBO) to provide a benchmark for comparing facilities. As a relative indicator of condition, ranges were established by NACUBO to assist with facility evaluations. Based on experience, value, financial conditions, and other factors, Widseth has developed alternative ranges for condition ratings.

Condition Rating	NACUBO FCI Range	Widseth FCI Range
GOOD	0 – 5%	0 – 15%
FAIR	5 – 10%	15 – 30%
POOR	10%+	30%+

Based on items identified, associated costs, and estimated replacement costs, Station No. 2 achieved an FCI of 22.34% with a rating of FAIR. As an FCI approaches 30% and a POOR rating, the question of replacement versus repair is typically raised. How the department responds to current and future needs should also be a factor in decision making for future investments.

- *Conclusion*

The assessment was completed with the intent to provide the information and data necessary to allow the City of East Grand Forks to make informed decisions on planning for the future of the fire department and Station No. 2. Widseth and its consultants have not expressed or implied any conclusions within this assessment.

## PHYSICAL CONDITIONS

### Site Conditions

- *Fire Apparatus Drive Lanes*

Access to the apparatus bays occurs from the east side of the building through the staff and visitor parking lot. The access road is constructed out of bituminous asphalt. The bituminous throughout the driveway in front of the garage bay access has some cracking. The driveway generally drains to the south.



Exiting from the apparatus bays occurs from the west side of the building and directly out on to Bygland Road SE. The exit driveway is constructed out of concrete. The concrete in front of the apparatus bay garage doors was recently replaced and is in excellent condition. The western half coming off of the street has some cracking but is generally in good condition. The driveway generally drains to the west. Dumpsters are located away from the station in the northwest corner of the property

- *Staff & Visitor Parking Location + Condition*

The staff and visitor parking lot is located to the east of the station and is accessed by a driveway off of Bygland Road SE. The lot is constructed of bituminous with a concrete walkway along the west side which leads to the station. The lot provides 7 total striped parking stalls. There are no handicap accessible stalls designated. There is a bituminous drive along the south side of the building that leads to a storage building.



The lot is striped to allow two-way traffic flow. The striping within the lot is faded, but still visible.

The bituminous throughout the parking lot has some cracking which will lead to additional deterioration over time. The lot generally drains from northwest to southeast.

- *Accessible Parking Spaces + Access*

There are currently 7 parking stalls in the staff lot, none of which are identified as handicap accessible. According to the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, for a parking lot containing 7 stalls, a minimum of one stall must be handicap accessible and designated as van accessible. Currently, no van accessible stalls are marked.

- *Sidewalks + Walkways*

Concrete sidewalks are located along the south and east sides of the station. All entrances to the facility are accessible. The sidewalks that are set directly against the building were recently replaced and are in excellent condition. The sidewalk leading directly south from the main entrance is in good condition with only minor cracking. The sidewalk on the east side of the building leading to the parking lot is in fair condition and showing signs of significant pitting and some cracking.



**Exterior Building Conditions**

- *Walls + Siding*

The exterior walls consist of face brick with CMU backup walls. The exterior brick appears to be in generally good condition. Some minor chipping of bricks at outside building corners has occurred. Some cracking of the brick was observed at building corners, primarily on the east side of the building. The overhang from the apparatus bay over the living courters is showing deterioration on the underside. The existing grout appeared to generally be in good condition.



The amount of grout that needs repair and tuckpointing on the building is less than 5% of the overall wall area. All caulk joints at the exterior of the building should be routed out, and a backer rod and new sealant installed. These joints should be checked on an annual basis for deterioration and repair as needed to maintain the exterior wall system.



- *Windows*

The openings consisted of painted hollowmetal frames with operable clad windows set within. The clad wood windows appeared to be in fair condition. The hollowmetal frames were showing signs of rust and deterioration.



- *Exterior Doors*

All of the exterior doors consisted of hollow metal frames and doors. Exit doors from the living quarters consisted of full light door panels. Exits from the apparatus bays were flush doors. The doors and frames were generally in good condition and showing no signs of significant damage.

- *Roofs*

The low slope roofs consist of a ballasted EPDM membrane system. The roof system has been scheduled for replacement. The roof copings appeared to be in good condition.

**Interior Building Conditions**

- *Ceilings*

Most of the living quarter spaces consisted of 2-by-4 acoustical ceiling tile and grid system. The grid systems appeared to generally be in fair condition. The acoustical ceiling tiles appeared to be in fair condition and showing some deterioration throughout.

The remaining areas consisted of the exposed concrete roof structure, which had been painted. These ceilings appeared to be in good condition.

- *Interior Walls*

The interior of the existing building is consistent concrete masonry units. The condition of the CMU and paint are in excellent condition.

- *Floors*

The flooring in the building consisted of a mix of carpet, VCT, and exposed concrete. The carpet in the living quarters was in fair condition. The carpet located in the laundry area was stained. VCT located in the kitchen and reception areas was in good shape, with the only notable area of significant deterioration and damage occurring at the east entrance. The porcelain tile located in the living quarters restroom was in fair condition. The grout was heavily stained. The exposed concrete floors in the remainder of the facility were in good condition.



- *Interior Doors*

The interior door slabs consist of painted hollow metal doors and frames. Latching locksets consisted of cylindrical knob style lever handles. The doors were in good condition, showing little signs of wear and tear such as denting.

- *Casework*

Much of the casework appears to consist of solid oak cabinets and plastic laminate countertops. Most of the cabinets appear to be in good condition. The countertops appeared to be in a fair condition.



### Structural System Conditions

- *Building Construction*

Most of the building appeared to be in good structural condition. The structure consists of load-bearing 8-inch concrete masonry units. Based on original drawings, there is no significant air cavity and only minimal insulation present in the original wall system. No significant structural issues were observed.

### Life Safety Conditions

- *Fire Suppression + Code Requirements*

The building's square footage is approximately 5,900 square feet. The building currently does not have a fire suppression system.

### Hazardous Material Conditions

- *Asbestos & Lead-Based Paint*

It is not known whether there has been a hazardous materials survey of the building to identify the presence of asbestos or lead-based paint. Because of the age of the facilities, we would recommend

that a survey be completed and kept on site for reference during any future maintenance work or improvements.

### Accessibility Conditions

- *Parking and Exterior Access*

Staff and visitor parking stalls are provided at a relatively flat and level surface, however there are not designated handicap parking stalls, and no curb ramps present to provide access.



- *Interior Walkways + Access*

Within the building, the main hallway generally provides an accessible path to all areas of the building. However, most doorways between individual spaces lack the required clear floor area. Modifications to accommodate would require significant changes to the layout of the building. Main clearances required by current building codes would not be possible.

- *Casework*

The cabinets and appliances within the kitchen area do not meet accessibility requirements. All work surfaces are located too high and lack the knee clearance space for wheelchairs. Access to the oven/range controls and refrigerator are not compliant.

- *Restrooms*

The restroom does not meet many accessibility requirements. It lacks a wheelchair accessible toilet stall, the shower area is inaccessible, the lavatories lack the undercounter knee clearance and many of the accessories are mounted at non-compliance heights.



### HVAC Conditions

- *Heating System*

Natural gas serves as the heating fuel for the facility. In the office areas a packaged rooftop unit with gas heat and DX cooling is provided. Along the perimeter of these spaces electric unit heaters have been installed. In the vehicle bays the space is provided with standard efficiency gas unit heaters.

Recommendation: The RTU system was replaced in 2016 and is in good condition, however the unit has some deficiencies. The unit does not have an outside air section and the unit is not equipped with economizer cooling. With the current setup, there is no fresh air being brought into the office space and there is no option for “free cooling”. A free cooling condition exists when the outside air temperature is cooler than the interior room temperature. On a call for cooling during this scenario, outside air can be brought in directly to the space in lieu of running compressors. The outside ductwork insulation and covers is in poor condition and should be replaced as well.

If these modifications can take place on the existing unit it can remain, if not it is recommended the unit be replaced with a newer system that has the code required options. The replacement of the gas fired unit heaters with higher efficiency units and programmable thermostats would help lower energy costs as well as control the space in a much tighter temperature range.

- *Air Conditioning System*

DX cooling has been provided as part of the packaged rooftop unit serving the office spaces. The vehicle bays have no air conditioning.

- *Air Distribution Systems*

RTU-1 (Office Areas)

The air distribution system serving this area is a single zone packaged rooftop unit equipped with gas heat and DX cooling. The system consists of three components: a central rooftop unit, a ductwork distribution system, and a space thermostat. The central air handling unit mixes fresh outside air with recycled return air. The air is then moved through a filter bank and then proceeds through the gas heat exchanger and dx cooling coil. Depending on which temperature condition is desired in the space, one of these two heat exchangers is on, and the air then proceeds to the ductwork distribution system by the air handling unit supply fan. The supply ducts move the air to each individual space. The single space temperature thermostat determines the temperature of the air being delivered to the office areas based upon the space temperature setpoint – this thermostat is located in the sleeping rooms. Ducted return air is then brought back to the unit where the cycle repeats.

Recommendation: The system is in good condition and could remain. Modifications need to be made to the unit to get it up to current codes as addressed in the heating system section.

#### VESTIBULES

Electric cabinet heaters are shown on the original plans however upon inspection it looks like these units have been removed.

#### SPECIAL EXHAUST

Dedicated exhausts have been provided for the following areas:

Toilet Rooms  
Janitors Closets  
Kitchen

Recommendation: Replace the fans with newer units, upon visual inspection the units are in poor condition.

A dedicated hose reel exhaust system has been provided for the Vehicle Bays. The system consists of sliding hose reel connection, a track, exhaust ductwork and a roof mounted utility set fan.

Recommendation: Leave system as is.

- *Temperature Controls*

There is no temperature control system installed in the facility. The majority of the equipment is served by single zone electric thermostats. The RTU-1 stat appears to have programming capabilities, however all the others do not.

Recommendation: If equipment is recommended to be replaced, replace the stats with programmable ones otherwise leave the system as is.

### **Plumbing Conditions**

- *Domestic Water Service and System*

A 3" domestic water service enters the building on the south side of the vehicle bays where it feeds to the domestic water heater, fill lines for the fire trucks, and plumbing fixtures throughout the facility. Water distribution is piping copper with no lead solder joints.

Recommendation: Leave the systems as is – replace insulation on piping where it has not been installed or has been removed and not replaced.

- *Domestic Hot Water System*

An electric hot water heater provides domestic hot water to the facility and is in the office area in a mechanical room. Water distribution is piping copper with no lead solder joints.

Recommendation: Leave the system as is.

- *Sanitary Sewer System*

The sanitary sewer system enters the facility underground from the west and serves plumbing fixtures located throughout the facility. The piping is cast iron and is original to the facility. In discussions with the fire department, they noted the urinal plugs occasionally and they have had to auger out the main recently.

Recommendation: The piping is coming up on the end of its useful life and due to ongoing maintenance, at a minimum it should be scoped to determine the integrity of the inside of the piping. This will help determine if a full replacement is required.

- *Plumbing Fixtures*

Water closets are floor mounted, vitreous china with manually operated flush valves. Urinal is wall mounted, vitreous china with manually operated flush valves. Lavatories are wall mounted, vitreous china with manually operated faucets. Sinks in the kitchens are stainless steel, with manually operated faucets.

Recommendation: Fixtures are in poor condition and have standard high flow rates. It is our recommendation that the units be replaced with low flow type automatic fixtures.

### Fire Protection Conditions

There is no fire protection system within the facility.

Recommendation: Leave building as is as there is no code requirement for automatic sprinklers in this building.

### Electrical Conditions

- *Power Distribution*

The existing electrical power distribution system is original to the 1975 building. The existing panels are manufactured by FPE, which is no longer available. The existing switchgear is out of date and has exceeded its useful life. The existing service panel and all distribution panels should be replaced. Replacing the existing switchgear will provide a safer electrical system.



The existing generator and automatic transfer switch have also exceeded its useful life. The existing generator is a portable generator that appears to have been acquired from the military. The transfer switch does not have current safety features. It is recommended that both the generator and transfer switch be replaced and the generator be installed as a permanent installation.



Because the garage area is used for light maintenance and storage of the fire trucks, the area from the floor to 18-inches above the floor is considered a hazardous area. Therefore, any electrical in that area should be done in a manner that meets Code. The conduits coming up through the floor require seal-offs, which are not currently installed. It is recommended that seal-offs be installed in all conduits through the floor for Code compliance.



In addition, the following is noted:

1. The existing overhead door operators are also outdated and should be replaced.
2. Ground Fault circuit interrupter (GFCI) protection is required for receptacles in bathrooms and kitchens. Receptacles in these areas should be replaced to comply with current Code requirements.
3. Add a drop cord receptacle to each truck bay for maintenance and charging use.
4. Add receptacles for charging radios at reception desk and dispatch.
5. Remove electric cove heaters since they are no longer working and not effective.
6. Remove existing electric heater in garage. This heater has not been in working condition and is not needed.

7. A reader board sign is planned for public messages. Power shall be provided for this sign.

These recommendations are proposed for a safer electrical system, Code compliance, and better functionality of the spaces.

- *Lighting and Controls*

The existing interior light fixtures are fluorescent type and original to the 1975 building. The outdoor building lighting has been replaced with LED lighting; however, the parking lot light is original and inadequate. The parking lot light should be upgraded to provide a safer environment. The existing exit lights are outdated and should also be replaced.



It is recommended that all the interior lighting be replaced with LED energy efficient lighting. Replacing lighting will provide for better energy efficiency and reduced maintenance costs.

When replacing light fixtures, a number of lights should be circuited to the emergency panel to provide for emergency lighting. If a permanent generator will not be provided, additional battery operated lights should be implemented to provide emergency lighting and to comply with Codes for emergency lighting.

There is a flag pole with the US flag on the front side of the building. It was observed that there is no light for the flag. A US flag is required to be lit at night. A light shall be provided as required.

The existing lighting controls do not comply with current energy codes. Lighting controls that provide for automatic shutoff and dimming where required are recommended to be implemented. In addition, some existing switching is no longer used and new switching should provide for a simple and more effective lighting control system.



New light fixtures and lighting controls will provide better energy efficiency and reduced maintenance costs.

- *Network/IT System*

The existing network system consists of Cat 5e cable. This cable is outdated and should be replaced. In addition to updating cable, patch panels and wireless access points should also be replaced.



The existing PA/sound system is in need of upgrading. Additional coverage is needed in the bunk and shower areas.

## Appendix 1 – Mechanical Equipment Summary



**AHU**

**LOCATION:** ROOFTOP

MANUFACTURER	Ruud
MODEL #	RKNN-A060CM13E
SERIAL #	F351600611
CONDITION	GOOD
RECOMMENDATION	REPAIR OR REPLACE
REMARKS	UNIT HAS NO FRESH AIR INTAKE OR ECONOMIZER FOR FREE COOLING.



**WATER HEATER**

**LOCATION:** ROOF ACCESS ROOM

MANUFACTURER	State Industries
MODEL #	SB6120 26 SFE NSF
SERIAL #	H97090369
CONDITION	GOOD
RECOMMENDATION	LEAVE AS IS
REMARKS	



### HOSE REEL EXHAUST SYSTEM

LOCATION: VEHICLE BAY

MANUFACTURER	Nederman
MODEL #	VARIOUS
SERIAL #	VARIOUS
CONDITION	GOOD
RECOMMENDATION	LEAVE AS IS
REMARKS	



**HOSEREEL EXHAUST SYSTEM FAN**

**LOCATION:** ROOFTOP

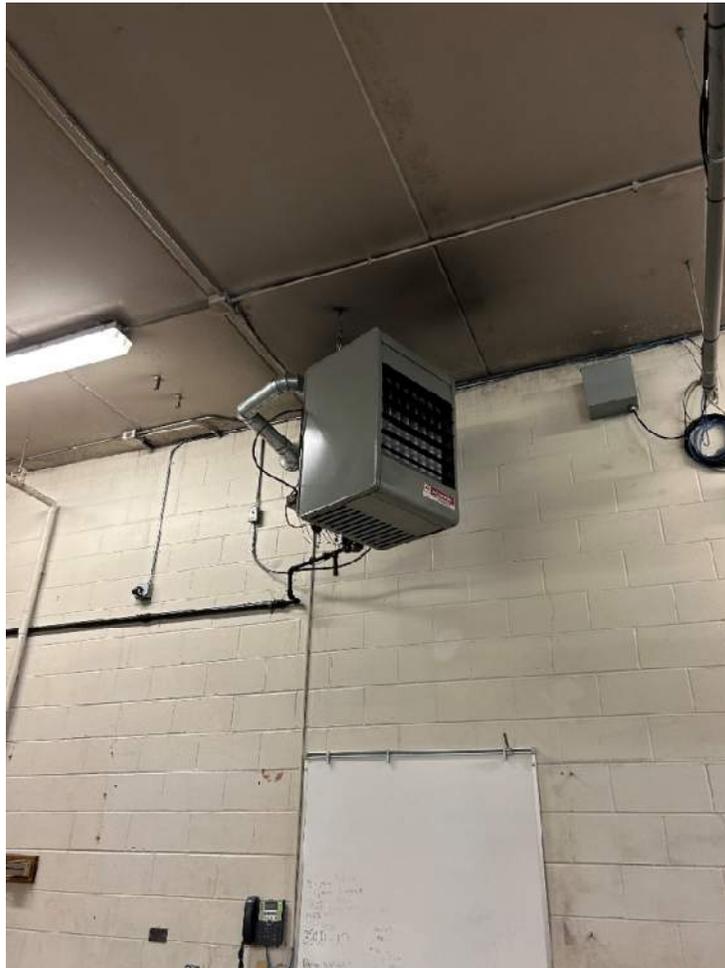
MANUFACTURER	Cincinnati Fan
MODEL #	HDBI-150
SERIAL #	2003861-1
CONDITION	GOOD
RECOMMENDATION	LEAVE AS IS
REMARKS	



**UNIT HEATERS**

**LOCATION:** VEHICLE BAY

MANUFACTURER	MODINE
MODEL #	PV 145AE0130
SERIAL #	300811020796-5323
CONDITION	POOR
RECOMMENDATION	REPLACE
REMARKS	REPLACE WITH HIGH EFFICIENCY UNIT.



**EXHAUST FAN 1**

LOCATION: ROOFTOP

MANUFACTURER	UNKNOWN
MODEL #	UNKNWON
SERIAL #	UNKNOWN
CONDITION	POOR
RECOMMENDATION	REPLACE
REMARKS	



**EXHAUST FAN 2**

LOCATION: ROOFTOP

MANUFACTURER	UNKNOWN
MODEL #	UNKNWON
SERIAL #	UNKNOWN
CONDITION	POOR
RECOMMENDATION	REPLACE
REMARKS	



**EXHAUST FAN 3**

LOCATION: ROOFTOP

MANUFACTURER	UNKNOWN
MODEL #	UNKNWON
SERIAL #	UNKNOWN
CONDITION	POOR
RECOMMENDATION	REPLACE
REMARKS	



**EXTERIOR ROOF DUCTWORK**

**LOCATION:** ROOFTOP

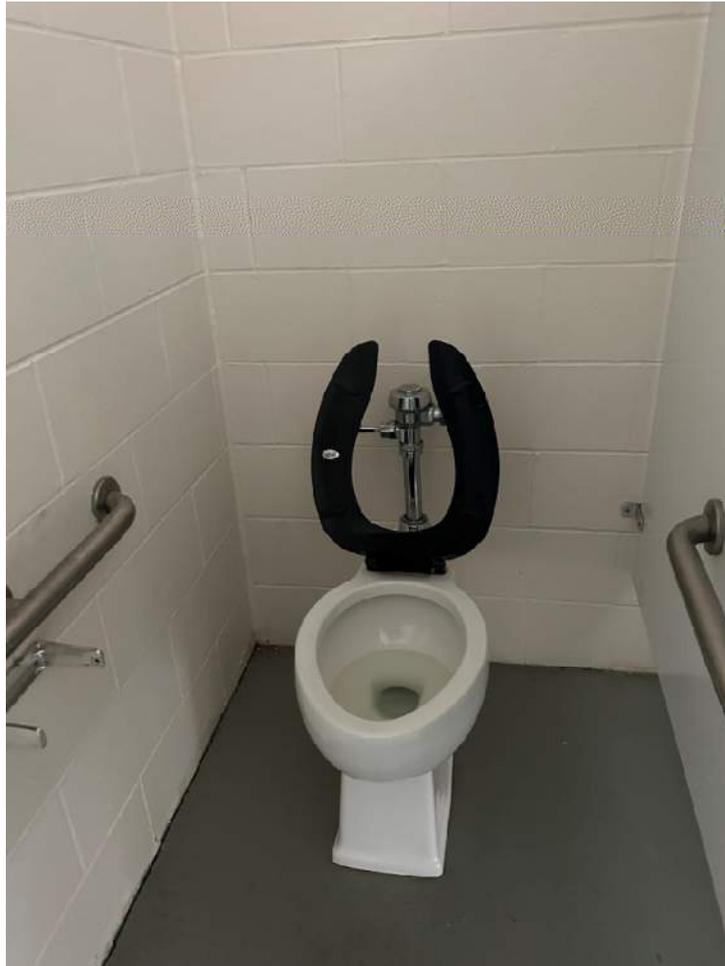
MANUFACTURER	N/A
MODEL #	N/A
SERIAL #	N/A
CONDITION	POOR
RECOMMENDATION	REPLACE
REMARKS	DUCTWORK IS NOT INSULATED AND THE SEALING ON IT IS DETERIORATING.



**PLUMBING FIXTURE 1**

**LOCATION:** BATHROOM

MANUFACTURER	N/A
MODEL #	N/A
SERIAL #	N/A
CONDITION	FAIR
RECOMMENDATION	REPLACE
REMARKS	UNIT DOES NOT APPEAR TO BE ADA COMPLIANT, HOWEVER GRAB BARS ARE IN THE STALL MEANING THE FIXTURE SHOULD BE.



**PLUMBING FIXTURE 2**

**LOCATION:** BATHROOM

MANUFACTURER	N/A
MODEL #	N/A
SERIAL #	N/A
CONDITION	POOR
RECOMMENDATION	REPLACE
REMARKS	FIXTURE DRAIN IS NOT ADA COMPLIANT. FAUCETS ARE HIGH FLOW UNITS.



### ELECTRIC HEATERS

LOCATION: LIVING ROOM

MANUFACTURER	N/A
MODEL #	N/A
SERIAL #	N/A
CONDITION	FAIR
RECOMMENDATION	LEAVE AS IS
REMARKS	



**DOMESTIC WATER PIPING**

LOCATION: VARIOUS

MANUFACTURER	N/A
MODEL #	N/A
SERIAL #	N/A
CONDITION	FAIR
RECOMMENDATION	LEAVE AS IS
REMARKS	INSULATION SHOULD BE REPLACED WHERE NOT INSTALLED AND REPAIRED WHERE DAMAGED.



**ROOF DRAINAGE PIPING**

**LOCATION:** VEHICLE BAY

MANUFACTURER	N/A
MODEL #	N/A
SERIAL #	N/A
CONDITION	FAIR/POOR
RECOMMENDATION	LEAVE AS IS
REMARKS	IN THE NEXT TEN YEARS THIS PIPE WILL DETERIORATE TO THE POINT IT NEEDS REPLACEMENT.



**INTERIOR DUCTWORK**

LOCATION: VARIOUS

MANUFACTURER	N/A
MODEL #	N/A
SERIAL #	N/A
CONDITION	FAIR
RECOMMENDATION	LEAVE AS IS
REMARKS	INSULATION APPEARS TO BE LINED HOWEVER IS NOT EXTERNALLY INSUALTED. THE PROVIDED LINING WOULD NOT PASS CURRENT INSULATION CODES.



## Appendix 2 – Prioritized Tasks and Estimated Costs

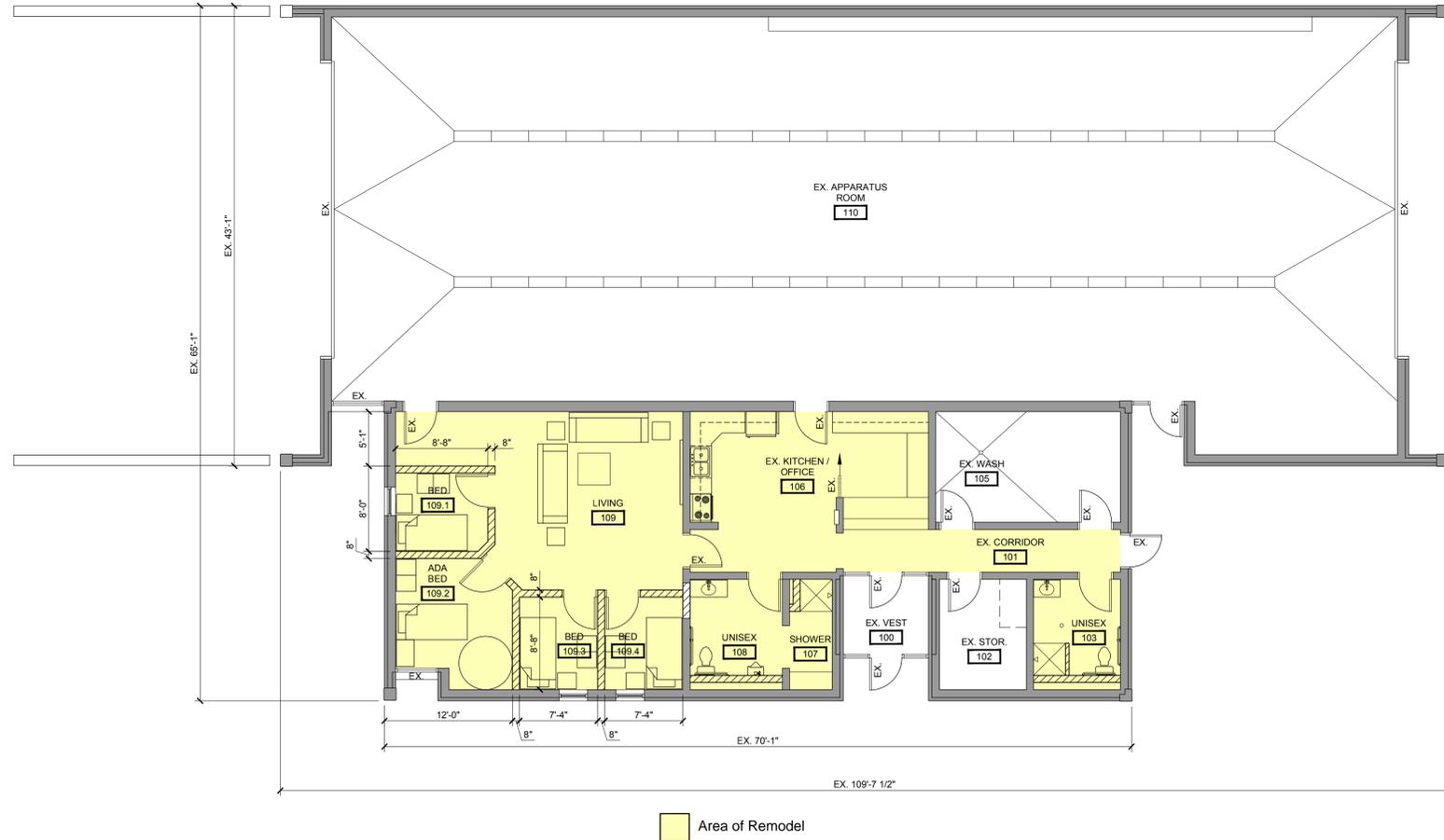
# WIDSETH



**East Grand Forks Fire Station No. 2 – 2023 Facility Assessment**

<b>Building System</b>	<b>Item Description</b>	<b>Priority</b>	<b>Planned Year</b>	<b>2023 Estimated Cost</b>
Exterior	Replace damaged brick on exterior of building.	4	2033	\$1,000.00
Exterior	Repair overhang and apparatus bay	4	2033	\$10,000.00
Exterior	Tuckpoint deteriorated areas. Approximately 5% of exterior.	3	2029	\$10,000.00
Exterior	Route out and re-caulk exterior building joints	1	2024	\$5,000.00
Exterior	Replace exterior windows	1	2025	\$24,500.00
Accessibility	Restripe and sign parking lot to provide handicap accessible stalls	1	2024	\$1,000.00
Site	Replace sidewalk on east side of building leading to parking lot	2	2026	\$10,500.00
Interior	Replace acoustical tile ceiling system	2	2027	\$4,320.00
Interior	Replace carpet throughout facility	2	2027	\$5,340.00
Interior	Replace wall base throughout facility	2	2027	\$720.00
Interior	Repair VCT at east entrance	1	2024	\$1,000.00
Interior	Replace VCT throughout facility	2	2027	\$2,490.00
Interior	Replace porcelain tile in restroom	2	2025	\$4,200.00
Interior	Replace countertops at cabinets	2	2026	\$3,750.00
Accessibility	Provide curb ramps at parking lot sidewalk.	1	2024	\$5,000.00
Accessibility	Restrooms do not meet ADA requirements, should be remodeled	1	2025	\$10,000.00
Accessibility	Replace all locksets with lever style	1	2025	\$10,000.00
Exterior	Replace exterior doors in apparatus bay	2	2025	\$3,000.00
Interior	Repaint apparatus bay	2	2026	\$15,800.00
Accessibility	Cabinets in breakroom lack accessibility components, replace	2	2026	\$6,480.00
Accessibility	Replace appliances with accessible units	2	2026	\$4,000.00
Interior	Replace window blinds	1	2025	\$500.00
Electrical	Electrical power distribution system upgrades outlined in report	1	2025	\$76,500.00
Electrical	Upgrades to lighting and lighting controls outlined in report	1	2025	\$71,150.00
Electrical	Upgrade network system as outlined in report	4	2033	\$21,500.00
Electrical	Upgrade PA/sound system as outlined in report	2	2025	\$12,500.00
Electrical	Replace generator and ATS	1	2025	\$75,200.00
Mechanical	Add economizer/fresh air to RTU	2	2026	\$6,500.00
Mechanical	Replace outside air	2	2026	\$5,000.00
Mechanical	Replace exhaust fans	2	2026	\$15,000.00
Mechanical	Gas fired unit heaters	2	2026	\$15,000.00
Mechanical	Pipe insulation allowance	2	2026	\$5,000.00
Mechanical	Replace underground sewer	2	2026	\$40,000.00
Mechanical	Replace plumbing fixtures	2	2025	\$42,000.00

**Facility Total: \$ 523,950**



1 FIRST LEVEL FLOOR PLAN  
1/8" = 1'-0"

Remodel Project Cost Estimate			Cost	
	Current Construction Cost		\$ 390,400	Includes LTFM indicated below
	Furniture, Fixtures, & Equipment (FFE)	5%	\$ 19,520	
	Permitting		\$ 5,000	
	Design Fees		\$ 35,000	
	Construction Administration		\$ 12,000	
	General Contingency	5%	\$ 23,096	
	Inflation Factor for 2025 Construction	5%	\$ 24,251	
	<b>Total</b>		<b>\$ 509,267</b>	

Updated LTFM List Based on Remodel Scenario				On-Going LTFM Portion	Remodel Project Portion
Building System	Item Description	Priority	Planned Year		
Exterior	Replace damaged brick on exterior of building.	4	2033	\$1,000.00	
Exterior	Repair overhang and apparatus bay	4	2032	\$10,000.00	
Exterior	Tuckpoint deteriorated areas. Approximately 5% of exterior.	3	2029	\$10,000.00	
Exterior	Route out and recaulk exterior building joints	1	2024	\$5,000.00	
Exterior	Replace exterior windows	1	2024		\$24,500.00
Accessibility	Restripe and sign parking lot to provide handicap accessible stalls	1	2024	\$1,000.00	
Site	Replace sidewalk on east side of building leading to parking lot	2	2027	\$10,500.00	
Interior	Replace acoustical tile ceiling system	2	2028		\$4,320.00
Interior	Replace carpet throughout facility	2	2028		\$5,340.00
Interior	Replace wall base throughout facility	2	2028		\$720.00
Interior	Repair VCT at east entrance	1	2024		\$1,000.00
Interior	Replace VCT throughout facility	2	2028		\$2,490.00
Interior	Replace porcelain tile in restroom	2	2024		\$4,200.00
Interior	Replace countertops at cabinets	2	2027		\$3,750.00
Accessibility	Provide curb ramps at parking lot sidewalk.	1	2024	\$5,000.00	
Accessibility	Restrooms do not meet ADA requirements, should be remodeled	1	2024		\$10,000.00
Accessibility	Replace all locksets with lever style	1	2024		\$10,000.00
Exterior	Replace exterior doors in apparatus bay	2	2024	\$3,000.00	
Interior	Repaint apparatus bay	2	2027	\$15,800.00	
Accessibility	Cabinets in breakroom lack accessibility components, replace	2	2027		\$6,480.00
Accessibility	Replace appliances with accessible units	2	2027		\$4,000.00
Interior	Replace window blinds	1	2024		\$500.00
Electrical	Upgrades to electrical power distribution system outlined in report	1	2025	\$76,500.00	
Electrical	Upgrades to lighting and lighting controls outlined in report	1	2025		\$71,150.00
Electrical	Upgrade network system as outlined in report	4	2033	\$21,500.00	
Electrical	Upgrade PA/sound system as outlined in report	2	2025		\$12,500.00
Electrical	Replace generator and ATS	1	2025	\$75,200.00	
Mechanical	Add economizer/fresh air to RTU	2	2026		\$6,500.00
Mechanical	Replace outside air	2	2026	\$5,000.00	
Mechanical	Replace exhaust fans	2	2026		\$15,000.00
Mechanical	Gas fired unit heaters	2	2026	\$15,000.00	
Mechanical	Pipe insulation allowance	2	2026	\$5,000.00	
Mechanical	Replace underground sewer	2	2026		\$40,000.00
Mechanical	Replace plumbing fixtures	2	2026		\$42,000.00

Facility Total: \$ 259,500 \$ 264,450

**WIDSETH**  
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. LIC. NO. \_\_\_\_\_ DATE \_\_\_\_\_

DATE	REVISIONS DESCRIPTION	REV#

DATE: OCTOBER, 2023 AS SHOWN  
SCALE: RLM  
DRAWN BY: BMD  
CHECKED BY: BMD  
JOB NUMBER: 2023-10889

EAST GRAND FORKS FIRE STATION REMODEL  
CITY OF EAST GRAND FORKS  
EAST GRAND FORKS, MINNESOTA  
FIRST LEVEL FLOOR PLAN

SHEET NO. **A1.10**  
SHEET OF

## East Grand Forks Fire Station #2

	Item Description	Cost	Complete	Partial
Living Area	Remodel Construction 1,315sf	\$ 235,150	\$ 235,150	\$ 235,150
Exterior	Replace damaged brick on exterior	\$ 1,000	\$ 1,000	
Exterior	Repair overhang and aparatus bay	\$ 10,000	\$ 10,000	
Exterior	Tuckpoint deteriorated areas. 5% of ext.	\$ 10,000	\$ 10,000	
Exterior	Route out and recaulk exterior	\$ 5,000	\$ 5,000	
Exterior	Replace/Add exterior windows	\$ 24,500	\$ 24,500	\$ 24,500
Exterior	Replace exterior doors in apparatus bay	\$ 3,000	\$ 3,000	
Interior/Living	Replace interior acoustical tile ceiling	\$ 4,320	Included	Included
Interior/Living	Replace carpet throughout	\$ 5,340	Included	Included
Interior/Living	Replace wall base throughout	\$ 720	Included	Included
Interior/Living	Repair VCT east enterance	\$ 1,000	Included	Included
Interior/Living	Replace VCT throughout	\$ 2,490	Included	Included
Interior/Living	Replace porcelian tile in restroom	\$ 4,200	Included	Included
Interior/Living	Replace window blinds	\$ 500	Included	Included
Interior/Living	Replace countertops at cabinets	\$ 3,750	Included	Included
Accessibility	Restrooms do not meet ADA, remodel	\$ 10,000	Included	Included
Accessibility	Cabinets in breakroom not ADA, replace	\$ 6,480	Included	Included
Accessibility	Replace appliances with accessible units	\$ 4,000	Included	Included
Accessibility	Replace all locksets with lever style	\$ 10,000	Included	Included
Interior/Bay	Repaint apparatus bay	\$ 15,800	\$ 15,800	
Electrical	Upgrade electrical system a outlined in report	\$ 76,500	\$ 76,500	
Electrical	Upgrade lighting & controls as outlined in report	\$ 71,150	\$ 71,150	\$ 71,150
Electrical	Upgrade network systemas outlined in report	\$ 21,500	\$ 21,500	
Electrical	Upgrade PA/sound system as outlined in report	\$ 12,500	\$ 12,500	\$ 12,500
Electrical	Replace generator and ATS	\$ 75,200	\$ 75,200	
Mechanical	Add economizer/fresh air to RTU	\$ 6,500	\$ 6,500	\$ 6,500
Mechanical	Replace outside air	\$ 5,000	\$ 5,000	
Mechanical	Replace exhaust fans	\$ 15,000	Included	Included
Mechanical	Gas fired unit heaters	\$ 15,000	\$ 15,000	
Mechanical	Pipe insulation allowance	\$ 5,000	\$ 5,000	
Mechanical	Replace underground sewer	\$ 40,000	\$ 40,000	\$ 40,000
Mechanical	Replace plumbing fixtures	\$ 42,000	Included	Included
Accessibility	Restripe and sign parking lot for handicap access.	\$ 1,000	\$ 1,000	
Accessibility	Provide curb ramps at parking lot	\$ 5,000	\$ 5,000	
Site	Replace sidewalk on east side to parking lot	\$ 10,500	\$ 10,500	
	Furniture, Fixtures and Equip. (FFE)	\$ 19,520	\$ 19,520	\$ 19,520
	<b>TOTAL Renovation</b>		<b>\$ 668,820</b>	<b>\$ 409,320</b>
	Permitting		\$ 7,500	\$ 5,000
	Design Fees		\$ 58,000	\$ 35,000
	Construction Administration		\$ 19,000	\$ 12,000
	General Contingency 5%		\$ 37,696	\$ 23,096
	Inflation Factor for 2025 Construction 5%		\$ 39,580	\$ 24,251
	<b>TOTAL Renovation / Fees</b>		<b>\$ 830,596</b>	<b>\$ 508,667</b>
Roof	Replace roof with adhered EPDM	\$ 225,000	\$ 225,000	\$ 225,000
	<b>TOTAL</b>		<b>\$ 1,055,596</b>	<b>\$ 733,667</b>

**East Grand Forks Fire Department Station #2 Suggested Options**

<b><u>Option 1</u></b>	Design, Specs & Admin	2024	52,000.00
	Partial Renovation	2025	456,667.00
	Roof Replacement	2026	<u>225,000.00</u>
	Total		733,667.00

<b><u>Option 2</u></b>	Design, Specs & Admin	2024	84,500.00
	Complete Renovation	2025	746,096.00
	Roof Replacement	2026	<u>225,000.00</u>
	Total		1,055,596.00

<b><u>Option 3</u></b>	Design, Specs & Admin	2024	84,500.00
	Phase 1 (Remodel & related LTFM)	2025	456,667.00
	Phase 2 (Remaining LTFM)	2026	289,429.00
	Phase 3 (Roof replacement)	2027	<u>225,000.00</u>
	Total		1,055,596.00

# City of East Grand Forks

## Building Maintenance Fund

Final Balance 12-31-22 64,101

## 2023

**2023 transfer in** 350,000

Fire #1 Roof retainage (26,227)  
Fire # 2 Facility Assessment (10,500)  
Stauss Park lighting (7,800)  
Stauss Park Fencing (12,200)  
SH Softball fields (14,640)  
Library Roof Repairs (34,750)  
Sand salt shed concrete (64,000)  
Park shop LED shop (10,000)  
Park Shop furnace/AC (15,490)

BLA Benches, flooring (35764)  
BLA new East Door (9000)  
BLA outdoor rink (5236)  
City Hall roof consult RFP (24000)  
Fuel Island computer (22,000)  
PW shop fan (4,500)  
**ROOF REPAIRS REPORT** (20,000)

Estimated Balance 12-31-23 97,995

## 2024

**2024 transfer in** 350,000

LaFave picnic shelters (35,000)  
Senior Center HVAC (120,000)  
City Hall Roof (344,960)  
Nash Park ADA Sidewalks/Entryway (15,000)  
**Parks Project Planning/sales tax** (65,000)  
Blue Line Arena Doors (12,500)  
Fire Station #2 Design, Specs, & Bidding (84,500)

Estimated Balance 12-31-24 (228,965)

## 2025

<b>2025 transfer in</b>	350,000
Fire Station #2 Phase 1 Remodel	(456,667)
VFW Arena Signage	(15,000)
Estimated Balance 12-31-25	<u><u>(350,632)</u></u>

## 2026

<b>2026 transfer in</b>	350,000
Fire Station #1 LED lighting	(25,000)
City Hall window caulking	(20,000)
Fire Station #2 Phase 2 Remodel	(289,429)
Estimated Balance 12-31-26	<u><u>(335,061)</u></u>

## 2027

<b>2027 transfer in</b>	350,000
Fire Station 2 Roof repair	(225,000)
3	
	<u><u>(210,061)</u></u>

## 2028

# Request for Council Action

Date: November 14, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council members Clarence Vetter, Ben Pokrzywinski, Tim Riopelle, Dale Helms, Mark Olstad, Brian Larson, and Karen Peterson.

Cc: File

From: Nancy Ellis, Community Development Director

RE: Lease agreements at City Hall for MPO and Probation

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## STAFF REQUEST:

Staff is asking that you review the lease agreement for the GF-EGF MPO and Polk County Probations, and possibly approve a two-year lease agreement. The City Council should consider the proposed higher negotiated rents to match increases in utilities, repairs, and maintenance. Once approved, it will go to the MPO and Probation Boards for their approval; or to come back to the Council to negotiate.

## BACKGROUND:

Currently, the MPO leases 776 sq ft of office space at on the 2<sup>nd</sup> Floor East Wing for \$13.45 per square foot or \$9961.20 (\$10437.20 + \$300 storage), based on the CPI Index. Probation leases 1223 sq ft of office space on the 1<sup>st</sup> Floor East Wing for \$10.80 per square foot or \$13208.40 per year.

I propose the following: 1) The MPO will receive a modest increase, going to \$13.50/sqft; as they are at current commercial rental costs. 2) TCCC rent would be a \$.50/sq ft increase each year (\$11.30 in 2024 and \$11.80 in 2025) or approximately a 4.5% increase per year. 3) I recommend a two-year lease agreement.

## City of East Grand Forks Lease Agreement

Whereas, the GF/EGF MPO wishes to lease space from the City of East Grand Forks; and

Whereas, the City currently has available space in its City Hall building; and

Whereas, the City believes the GF/EGF MPO would provide other positive contributing factors to the City by locating their office at the City Hall building.

Now, therefore, for valuable consideration, the City and GF/EGF MPO agree as follows:

The City will:

1. Provide to GF/EGF MPO an approximately 776 sq. ft. of office space, currently labeled Rooms E212, E213, E214. This has been discussed with and agreed to by the City Administrator.
2. Permit security access outside regular City working hours.
3. Provide reasonable access to use the City Council Chambers or a conference room on an as needed basis, but only when such use does not conflict with the City's need for such space, and all conflicts will be resolved by the City.
4. Allow GF/EGF MPO to have an identity sign, etc. on the premises, the size and location to be approved by the City.
5. Provide use of other customary City Hall service areas for GF/EGF MPO employees, such as the employee lunchroom, restrooms, etc.
6. Provide current janitorial services to the areas proposed to be used by GF/EGF MPO in the same manner as the City receives, including removal of regular trash and recycling products. GF/EGF MPO will pay for any special fees for disposal of computers, or the like.
7. Allow existing parking areas to be used by GF/EGF MPO employees and visitors.
8. Provide electric, heating/cooling, water and sanitary sewer at no additional cost.
9. Provide fire and general liability insurance on the building.
10. Provide Communication services, phone, network access, GB data storage; and IT desktop support and technical services at the following prices: (See Page 2)

Charges for Phone service, Network Access, Data Storage and IT Support

1. Phone Service. This includes basic IP phone station; DID number; voicemail; call transfer/forward/waiting; routine service requests such as ring group changes, number of rings to voice mail, voice mail password reset, etc. Any requests requiring in depth planning or engineering will be charged on a time and material basis (see support service charges).

\$6.75 per phone per month      \$6.75 X \_\_\_no. of phones = \$ 27.00 /month

2. Network Access. Provides access to department VLAN or EGF Metro Area Network, Internet access with multiple circuit redundancy, firewall services, Active Directory authentication service (includes basic service requests for password resets, add/remove users, change user groups) and security services. This does not include phone stations subscribing to EGF phone service (see above).

\$10.00 per device per month      \$10.00 X \_\_\_no. of devices = \$ 50.00 /month

3. Data Storage. Provides a dedicated data store attached to the Metro Area Network with data replicated in two geographically separated locations, nightly backups and archives stored at 3 locations. Data recovery from backups will be billed at time and material rates (see support service charges).

\$0.25 per GB reserved per month      \$0.25 X 300 no. of GB = \$ 75.00 /month

4. Desktop support and other technology services. This is charged at a labor rate of \$47.00/hour during normal working hours: Monday – Friday, 8:00am to 4:00pm on non-holidays. Billed in half-hour increments plus actual material and outside resource expenses incurred. Anything outside of normal working hours, considered after hours calls, or on holidays will be charged at the labor rate of \$70.50/hour and will be a 3 hour minimum charge plus actual material and outside resource expenses incurred.

1. Make all leasehold improvements to the existing “area” at their expense and in a manner that is approved by the City.
2. Pay the City rent at the negotiated terms of \$13.50 base rate per square foot for 2024 and 2025. (**\$10476.00 per year + \$300 for storage = \$10776.00**)
3. Pay the City rent, on the 1<sup>st</sup> of each month \_\_\_\_\_or at a negotiated time, such as quarterly X. (**2023 - \$2694 quarterly**)
4. Pay for any costs associated with additional access/security improvements as it or the City desires.
5. Furnish its own computer system; however, the City will provide internet connections only. The City currently has an agreement with Water & Light Department for IT services.
6. Maintain a certificate of insurance as required by the East Grand Forks City Attorney to cover its employees, liability, and personal property, and pay any additional premium required by the City’s insurers by reason of presence.
7. Not make any permanent improvements or changes to the area without prior City approval.
8. Limited storage may be offered in an area to be determined by the City for **\$25** per month.

#### Duration and Termination

- (1) This agreement shall be for a period through 2025 and may be continued thereafter on terms acceptable to both parties.
- (2) Either party shall have the right to terminate this agreement upon written 90-day notice to the other party.

**Company/Organization** \_\_\_\_\_

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

By \_\_\_\_\_

By \_\_\_\_\_

**CITY OF EAST GRAND FORKS**

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

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

# Space Available in City Hall

## 1<sup>st</sup> Floor

E112	363.00 sq.ft.	(33' X 11')
E113	207.00 sq. ft.	(11.5' X 18')
E114	453.75 sq. ft.	(33' X 13'10")
<b>TOTAL</b>	<b>1023.75 sq.ft.</b>	

W118	810.00 sq.ft.	(45' X 18')
W128	238.00 sq. ft.	(17' X 14')
W129	396.00 sq. ft.	(16.5' X 24')
W130	231.00 sq.ft.	(16.6' X 14')
<b>TOTAL</b>	<b>1675 sq. ft.</b>	

## 2<sup>nd</sup> Floor

E212	231.65 sq.ft.	(13'10" X 16'8")
E213	198.00 sq.ft.	(12' X 16'8")
E214	346.50 sq.ft.	(24'10" X 14')
<b>TOTAL</b>	<b>776.00 sq.ft.</b>	

W230	198.00 sq.ft.	(12' X 16.5')
<b>TOTAL</b>	<b>198.00 sq. ft.</b>	

## City of East Grand Forks Lease Agreement

Whereas, Tri-County Community Corrections (TCCC) wishes to lease space from the City of East Grand Forks; and

Whereas, the City currently has available space in its City Hall building; and

Whereas, the City believes Tri-County Community Corrections would provide other positive contributing factors to City by locating their office at the East Grand Forks City Hall

Now, therefore, for valuable consideration, the City and Tri-County Community Corrections agree as follows:

The City will:

1. Provide to Tri-County Community Corrections an approximately 1223sq.ft. of office space, currently labeled Rooms E112, E113 and E114, E119. This has been discussed with and agreed to by the City Administrator and City Council
2. Permit security access outside regular City working hours.
3. Provide reasonable access to use the City Council Chambers or a conference room on an as needed basis, but only when such use does not conflict with the City's need for such space, and all conflicts will be resolved by the City.
4. Allow Tri-County Community Corrections to have an identity sign, etc. on the premises, the size and location to be approved by the City.
5. Provide use of other customary City Hall service areas for Tri-County Community Corrections employees, such as the employee lunchroom, restrooms, etc.
6. Provide current janitorial services to the areas proposed to be used by Tri-County Community Corrections in the same manner as the City receives, including removal of regular trash and recycling products. TCCC will pay for any special fees for disposal of computers, or the like.
7. Allow existing parking areas to be used by TCCC employees and visitors.
8. Provide electric, heating/cooling, water and sanitary sewer at no additional cost.
9. Provide fire and general liability insurance on the building.
10. Provide Communication services, phone, network access, GB data storage; and IT desktop support and technical services at the following prices: (See Page 2)

Charges for Phone service, Network Access, Data Storage and IT Support

1. Phone Service. This includes basic IP phone station; DID number; voicemail; call transfer/forward/waiting; routine service requests such as ring group changes, number of rings to voice mail, voice mail password reset, etc. Any requests requiring in depth planning or engineering will be charged on a time and material basis (see support service charges).

\$6.75 per phone per month      \$6.75 X \_\_\_\_no. of phones = \$\_\_\_\_\_/month

2. Network Access. Provides access to department VLAN or EGF Metro Area Network, Internet access with multiple circuit redundancy, firewall services, Active Directory authentication service (includes basic service requests for password resets, add/remove users, change user groups) and security services. This does not include phone stations subscribing to EGF phone service (see above).

\$10.00 per device per month      \$10.00 X \_\_\_\_no. of devices = \$\_\_\_\_\_/month

3. Data Storage. Provides a dedicated data store attached to the Metro Area Network with data replicated in two geographically separated locations, nightly backups and archives stored at 3 locations. Data recovery from backups will be billed at time and material rates (see support service charges).

\$0.25 per GB reserved per month      \$0.25 X \_\_\_\_no. of GB = \$\_\_\_\_\_/month

4. Desktop support and other technology services. This is charged at a labor rate of \$47.00/hour during normal working hours: Monday – Friday, 8:00am to 4:00pm on non-holidays. Billed in half-hour increments plus actual material and outside resource expenses incurred. Anything outside of normal working hours, considered after hours calls, or on holidays will be charged at the labor rate of \$70.50/hour and will be a 3 hour minimum charge plus actual material and outside resource expenses incurred.

TCCC \_\_\_\_\_ Will:

1. Make all leasehold improvements to the existing “area” at their expense and in a manner that is approved by the City.
2. Pay the City rent at the negotiated terms of \$\_11.30\_ base rate per square foot or \$\_13819.90\_ per year for 2024. Pay the City rent at the negotiated terms of \$\_11.80\_ base rate per square foot or \$\_14431.40\_ per year for 2025.
- 3.
4. Pay the City rent, on the 1<sup>st</sup> of each month \_\_\_\_\_ or at a negotiated time, such as quarterly \_\_X\_\_.
5. Pay for any costs associated with additional access/security improvements as it or the City desires.
6. Furnish its own computer system; however, the City will provide internet connections only. The City currently has an agreement with Water & Light Department for IT services.
7. Maintain a certificate of insurance as required by the East Grand Forks City Attorney to cover its employees, liability, and personal property, and pay any additional premium required by the City’s insurers by reason of presence.
8. Not make any permanent improvements or changes to the area without prior City approval.
9. Limited storage may be offered in an area to be determined by the City.

Duration and Termination

- (1) This agreement shall be for a period through December 2025, and may be continued thereafter on terms acceptable to both parties.
- (2) Either party shall have the right to terminate this agreement upon written 90-day notice to the other party.

**Company/Organization** \_\_\_\_\_

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

By \_\_\_\_\_

By \_\_\_\_\_

**CITY OF EAST GRAND FORKS**

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

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

# Space Available in City Hall

## 1<sup>st</sup> Floor

E112	363.00 sq.ft.	(33' X 11')
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E119	200.00 sq. ft.	
<b>TOTAL</b>	<b>1223.75 sq.ft.</b>	

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<b>TOTAL</b>	<b>776.00 sq.ft.</b>	

W230	198.00 sq.ft.	(12' X 16.5')
<b>TOTAL</b>	<b>198.00 sq. ft.</b>	

# Request for Council Action

Date: November 14, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Economic Development Director

RE: Galstad Lease Renewal 2023 (Infill Building)

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The Galstad, Jensen & McCann, P. A. lease expires at the end of November. Galstad, Jensen & McCann P.A. leased 3420 square feet of space from the City of East Grand Forks in 2013. The firm renewed the lease in 2018 through November 30, 2023. Galstad has the option to renew the lease and informed the Director that the firm would like to renew. A copy of the proposed lease is attached.

The Director has been increasing the annual rental rates by \$0.25 per square foot. The proposed lease incorporates the increase through the new term of December 1, 2023, through November 30, 2028.

The firm has agreed to the new lease.

The EDA will consider the proposed lease at its November 21 meeting.

**Recommendation:**

That the City renew the lease with Galstad, Jensen and McCann P.A. for five (5) years (December 1, 2023, through November 30, 2028) under the current arrangements, except that rents be increased as follows:

December 1, 2023 – November 30, 2024	\$10.50 per square foot (\$2992.50 per month)
December 1, 2024 – November 30, 2025	\$10.75 per square foot (\$3063.75 per month)
December 1, 2025 – November 30, 2026	\$11.00 per square foot (\$3135.00 per month)
December 1, 2026 – November 30, 2027	\$11.25 per square foot (\$3206.25 per month)
December 1, 2027 – November 30, 2028	\$11.50 per square foot (\$3277.50 per month)

**GALSTAD, JENSEN & MCCANN, P.A.**  
**LEASE AGREEMENT**  
**INFILL BUILDING**  
**SECOND (2ND) FLOOR**

**THIS LEASE**, dated for reference purposes only the \_\_\_\_\_ day of \_\_\_\_\_, 2023, is being made and entered into by and between the **City of East Grand Forks**, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, by and through its Economic Development Authority, 600 DeMers Avenue N.W., East Grand Forks, Minnesota 56721 (hereinafter referred to as the "Landlord"); and **GALSTAD, JENSEN & MCCANN, P.A.**, a professional association organized under the laws of the State of Minnesota, (hereinafter referred to as the "Tenant").

Landlord, in consideration of the rents and covenants hereinafter set forth, does lease and let to Tenant, and Tenant does hereby rent, lease and take from Landlord, the following premises located in the City of East Grand Forks, County of Polk, State of Minnesota, to-wit:

The second floor of that certain building currently described as the Infill Building located at 411 Second Street Northwest, East Grand Forks, Polk County, Minnesota, upon property legally described as the Northwesterly or rear 42.20 feet of Lots 8, 9, 10, 11 and 12 and the Northwesterly or rear 42.20 feet of the Northeasterly 15.00 feet of Lot 7, Block 2 and the Southeasterly 16.10 feet of the vacated alley lying adjacent thereto, all in E.B. Frederick's Addition to the City of East Grand Forks, Minnesota, according to the plat thereof on file and of record in the County Recorder's office, Polk County, Minnesota, such portion comprising approximately Three Thousand Four Hundred Twenty (3,420) square feet of space identified as the second floor of the Infill Building (hereinafter referred to as the "Premises").

The terms, covenants and conditions of this Lease are as follows:

1. **LEASE TERM:** This Lease shall be for a term of five (5) years commencing on **DECEMBER 1, 2023**, and terminating on **NOVEMBER 30, 2028**.
  - a. Option to renew lease: Landlord hereby grants Tenant an option to renew this Commercial Lease for an additional **FIVE (5) years** under the same terms and conditions with the exception of paragraph one (1) in which the parties agree to renegotiate in good faith provided that Tenant has a history of timely payments and tenancy beneficial to the mission of the Infill Building
  
2. **BASE RENT:** Tenant shall pay rent to Landlord as follows:

- a). From **December 1, 2023**, through **November 30, 2024**, Tenant shall pay Landlord a base rent of **Ten and 50/100 (\$10.50) dollars** per square foot which amounts to **Two Thousand Nine Hundred Ninety-Two and 50/100 (\$2,992.50) dollars** per month in advance with the first such installment for the month of December 1, 2023, being due and payable on December 1, 2023, with a similar sum being due and payable on the 1st day of each month thereafter through November 30, 2024. The monthly installment shall be considered delinquent after the 10th day of the month. Any payment received after the 10th day of any month shall be considered delinquent and Tenant shall pay an additional late fee/penalty equal to ten percent (10%) of the monthly payment. Payment of the late fee/penalty by the Tenant shall not prevent Landlord from availing itself of other remedies set forth in this commercial lease.
- b). From **December 1, 2024**, through **November 30, 2025**, Tenant shall pay Landlord a base rent of **Ten and 75/100 (\$10.75) dollars** per square foot which amounts to **Three Thousand Sixty-Three and 75/100 (\$3,063.75) dollars** per month in advance with the first such installment for the month of December, 2024, being due and payable on December 1, 2024, with a similar sum being due and payable on the 1st day of each month thereafter through November, 2025. The monthly installment shall be considered delinquent after the 10th day of the month. Any payment received after the 10th day of any month shall be considered delinquent and Tenant shall pay an additional late fee/penalty equal to ten percent (10%) of the monthly payment. Payment of the late fee/penalty by the Tenant shall not prevent Landlord from availing itself of other remedies set forth in this commercial lease.
- c). From **December 1, 2025**, through **November 30, 2026**, Tenant shall pay Landlord a base rent of **Eleven and no/100 (11.00) dollars** per square foot which amounts to **Three Thousand One Hundred Thirty-five and no/100 (\$3,135.00) dollars** per month in advance with the first such installment for the month of December, 2025, being due and payable on December 1, 2025, with a similar sum being due and payable on the 1st day of each month thereafter through November, 30, 2026. The monthly installment shall be considered delinquent after the 10th day of the month. Any payment received after the 10th day of any month shall be considered delinquent and Tenant shall pay an additional late fee/penalty equal to ten percent (10%) of the monthly payment. Payment of the late fee/penalty by the Tenant shall not prevent Landlord from availing itself of other remedies set
- d). From **December 1, 2026**, through **November 30, 2027**, Tenant shall pay Landlord a base rent of **Eleven and 25/100 (\$11.25) dollars** per square foot which amounts to **Three Thousand Two Hundred Six and 25/100 (\$3,206.25) dollars** per month in advance with the first such installment for the month of December, 2026, being due and payable on December 1, 2026, with a similar sum being due

and payable on the 1st day of each month thereafter through November, 30, 2027. The monthly installment shall be considered delinquent after the 10th day of the month. Any payment received after the 10<sup>th</sup> day of any month shall be considered delinquent and Tenant shall pay an additional late fee/penalty equal to ten percent (10%) of the monthly payment. Payment of the late fee/penalty by the Tenant shall not prevent Landlord from availing itself of other remedies set.

- e). From **December 1, 2027**, through **November 30, 2028**, Tenant shall pay Landlord a base rent of **Eleven and 50/100 (\$11.50) dollars** per square foot which amounts to **Three Thousand Two Hundred Seventy-Seven and 50/100 (\$3,277.50) dollars** per month in advance with the first such installment for the month of December, 2027. being due and payable on December 1, 2027, with a similar sum being due and payable on the 1st day of each month thereafter through November, 30, 2028. The monthly installment shall be considered delinquent after the 10th day of the month. Any payment received after the 10<sup>th</sup> day of any month shall be considered delinquent and Tenant shall pay an additional late fee/penalty equal to ten percent (10%) of the monthly payment. Payment of the late fee/penalty by the Tenant shall not prevent Landlord from availing itself of other remedies set

3. **PROPERTY TAXES, UTILITIES AND MAINTENANCE:**

- a). During the Lease period from **December 1, 2023**, through **November 30, 2028**, Landlord shall pay all real estate taxes on the Premises when due and shall provide, at **Landlord's** expense, all the normal, usual and customary utility services to the Premises for heating, air conditioning, water and sewage disposal, electric power, and all costs for removal and disposal of refuse, waste, garbage or other discarded material. Should the projection of the total of these costs in any one year exceed the previous year by more than five (5%) percent, then in that event the parties agree to renegotiate the base rents as set forth in the preceding Paragraph 3.
- b). Tenant shall bag and tie all of its garbage, trash, refuse and paper, and shall break down all cardboard containers. Tenant shall deliver such bagged trash and cardboard to appropriate receptacles as designated by Landlord. Tenant's failure to comply with these requirements shall constitute a breach of the lease.

4. **USE OF THE PREMISES:** Tenant will use and occupy the Premises for the purpose of operating a **Law firm**. Tenant will not use the premises for any other purpose except as described above, without the written consent of the Landlord.

5. **ASSIGNMENT:** The interest of Tenant in this Lease shall not be assigned or transferred to any other person or corporation by Tenant without the written consent of Landlord.
6. **MAINTENANCE, REPAIRS OR REPLACEMENT BY LANDLORD:** Landlord shall, at its expense, maintain the roof, foundation, basic structural elements, common areas and underground or otherwise concealed plumbing of the Infill Building in good repair and condition. Tenant shall give written notice to Landlord of the need for repairs or replacement of any such items for which Landlord is responsible and Landlord shall, within ten (10) working days of its receipt of Tenant's written notice, commence to make such repairs or replacements. If Landlord fails to commence to make such repairs or replacements within ten (10) working days of its receipt of Tenant's notice, Tenant may do so and deduct such amounts expended from future rents. Landlord shall not be responsible for damages caused by the failure as the result of or caused by conditions, events or happenings beyond the control of Landlord. In any such instance Tenant shall notify Landlord of any such failure.
7. **MAINTENANCE, REPAIRS OR REPLACEMENT BY TENANT:** Tenant shall, throughout the lease term, keep the Infill Building and other improvements free from waste or nuisance and shall deliver the Premises "broom clean" at the termination of this lease, in good repair and condition. Reasonable wear and tear and damage by fire or other casualty is excepted.
8. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS:**
  - a). After Tenant occupies the Premises, Tenant may make such alterations and improvements to the Premises without the written consent of Landlord as are consistent with Tenant's use of said Premises, at Tenant's expense. Tenant may finish the interior portion of the leased Premises as appropriate for its business conducted therein. Landlord is under no obligation to make any interior alterations, decorations, additions or improvements in or to the leased Premises except as expressly set forth in this Lease.
  - b). All alterations, decorations, additions or improvements in or to the Premises made by Tenant and commonly referred to as "fixtures" shall become the property of Landlord upon expiration of the lease term. It is understood Tenant shall have the right to remove during the remaining term of the Lease all movable furniture and furnishings brought to the Premises by Tenant.

9. **COMMON AREAS:**

- a). Definition. The term "Common Area" is defined as all areas and facilities outside the Premises and within the exterior walls of the Infill Building that are provided and designated by Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Infill Building.
- b). Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers and customers during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the common area as it exists from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Infill Building. Under no circumstances shall the right herein granted to use the Common Area be deemed to include the right to store or display any property, temporarily or permanently, in the Common Area. Only the prior written consent of Landlord, which consent may be revoked at any time, shall permit any such storage or display. In the event that any unauthorized storage or display shall occur, then Landlord shall have the right, without notice, in addition to such other rights and remedies that Landlord may have, to remove the property and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.
- c). Rules and Regulations. Landlord shall have the exclusive control and management of the Common Area and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect thereto. Tenant agrees to abide by and conform to all such rules and regulations and to cause its employees, suppliers, shippers and customers to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said rules and regulations by other Tenants of the Infill Building.
- d). Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time, to make changes to the Common Area, to temporarily close any of the Common Area for maintenance so long as reasonable access to the Premises remains available, and to do and perform such other acts and make such other changes in or with respect to the Common Area and Infill Building as Landlord may, in its sole exercise of sound business judgment, deem to be appropriate.

10. **RULES AND REGULATIONS:** Tenant agrees that it will abide by and keep and observe all reasonable rules and regulations which Landlord may make from time to time for the management, safety, care and cleanliness of the Infill Building.

11. **QUIET ENJOYMENT:** Landlord warrants that it has full right and power to execute and perform this Lease and to grant the estate demised herein and that Tenant, upon payment of the rent and performing the covenants herein contained, shall peacefully and quietly have, hold and enjoy the Premises during the full term of this Lease and any extension or renewal hereof. Landlord is hereby irrevocably vested with full power and authority to subordinate Tenant's interest hereunder to any mortgage, deed of trust or other lien hereafter placed on the demised premises, and Tenant agrees upon demand to execute such instruments, subordinating this Lease as Landlord may request, provided that such subordination shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all of the covenants of this Lease.
12. **PARKING:** Landlord shall designate three (3) parking spaces on 2<sup>nd</sup> Street Northwest for exclusive use by Tenant's clients, such parking spaces to be designated reserved parking from 6:00 am to 5:00 pm Monday through Friday, violators towed at their expense. Tenant shall be responsible to inform all employees of designated **employee** parking areas while they are at work during normal business hours.
13. **LIABILITY INSURANCE:**
- a) Tenant's Obligation. During the entire term of this Lease Tenant shall, at Tenant's sole cost and expense, maintain general public liability insurance against claims from personal injury, death or property damage occurring in, upon, or about the Premises, in and on any sidewalks, parking area, or other area directly adjacent to the Premises. The limitation of liability of such insurance shall not be less than One Million and No/100 (\$1,000,000.00) Dollars in respect to injuries or death in respect to any one accident and the limit of not less than One Hundred Thousand and No/100 (\$100,000.00) Dollars in respect to property damage.
  - b) Landlord's Obligation. Landlord shall also maintain liability insurance described in Paragraph 14.a. above, in addition to and not in lieu of the insurance required to be maintained by Tenant in the amount required by Minnesota statutes. Tenant shall not be named as an additional insured therein.
14. **FIRE AND PROPERTY INSURANCE:**
- a) Landlord shall secure and pay for insurance coverage upon the Premises for fire, windstorm, and the risks covered by extended coverage; Tenant shall secure and pay for such insurance coverage upon its own property, furniture, fixtures, inventory or other risks as it, in its discretion, shall determine.

- b) Tenant shall not permit any operation to be conducted on the Premises that would cause suspension or cancellation or a premium increase of any insurance coverage secured by Landlord pursuant to this paragraph or Paragraph 14.b.
  - c) Any insurance secured by Landlord covering the perils of fire, windstorm, and extended coverage, and insuring the Premises against loss or damage to the Infill Building or other improvements situated on the Premises shall be for the sole benefit of Landlord and the policy shall be under its sole control.
15. **INDEMNIFICATION AND RELEASE:** Tenant shall indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, including Tenant, for personal injuries, wrongful death or property damage arising out of any act or occurrence committed or happening in, on, to or for any part of the Premises except to the extent that, (i) such claims are covered by applicable insurance maintained by Landlord covering the Premises, provided that this exception shall not apply insofar as such claims exceed the actual limits of such insurance as Landlord shall maintain (ii) or such claims as are based on the negligence or willful conduct of Landlord or its agents or employees, (iii) or such claims as are based on Landlord's breach of the covenants or obligations contained in this Lease. Tenant's agreement, herein set forth, to indemnify and save Landlord harmless, shall include any and all claims by Tenant for damages to any of Tenant's improvements and betterments arising out of any act or occurrence committed or happening in and about the Premises except for such acts caused by Landlord. The indemnification agreement set forth above shall include, but not by way of limitations, all costs, counsel fees and expenses and liabilities incurred in connection with the defense of such claim or claims.
16. **FIRE AND CASUALTY DAMAGE:** If the Infill Building or other improvements on the Premises shall be damaged or destroyed by fire, tornado or other casualty, this Lease shall terminate and Landlord shall refund to Tenant a pro-rata share of Tenant's prepaid rental payment, if any.
17. **CONDEMNATION:** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power, this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. However, if a condemning authority takes a substantial portion of the Infill Building, Tenant shall have the sole option to cancel and terminate this Lease.
18. **DEFAULT BY THE TENANT:** The following events shall be deemed to be events of default by Tenant under this Lease:

- a) If Tenant shall fail to pay any installment of the rent on the date the same is due and such failure continues for a period of thirty (30) days.
- b) If Tenant shall fail to comply with any terms, conditions, or covenants of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to the Tenant; or if such failure cannot reasonably be cured within said thirty (30) days, and Tenant shall not have commenced to cure such failure within thirty (30) days after written notice thereof to Tenant; or if such failure cannot reasonably be cured within said thirty (30) days and Tenant does not thereafter with reasonable diligence in good faith proceed to cure such failure.
- c) If Tenant shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.
- d) If Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state thereof, or if Tenant shall be adjudged a bankrupt or insolvent in proceeding filed against Tenant thereunder.
- e) A receiver or trustee is appointed for all or substantially all of the assets of the Tenant.
- f) A fraud practiced upon one party hereto by the other party, in which case the aggrieved party may, at its option, terminate the Lease.
- g) Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:
  - i. Terminate this Lease, in which event the Tenant shall immediately surrender the Premises to the Landlord, and if Tenant fails to do so, the Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, and Tenant agrees to pay the Landlord on demand the amount of all loss and damages which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.
  - ii) Enter upon and take possession of the Premises and expel or remove Tenant or any other person who may be occupying said Premises or any part thereof, and relet the Premises and receive the rent therefore, and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting.

- iii) Enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for expenses which Landlord may incur in effecting compliance with Tenants' obligation under this Lease.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law; nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, conditions or covenants herein contained. If, on account of any breach or default by Tenant of its obligations to any of the parties hereto, under the terms, conditions and covenants of this Lease, it shall become necessary for Landlord to employ an attorney to enforce or defend any of its rights or remedies hereunder, and should Landlord prevail, Landlord shall be entitled to any reasonable attorneys' fees incurred in such connection.

- 19. **DEFAULT BY LANDLORD:** The following events shall be deemed to be events of default by Landlord under this Lease;
  - a) If Landlord shall fail to comply with any term, condition or covenant of this Lease and shall not cure such failure within thirty (30) days after written notice thereof to Landlord; or such failure cannot reasonably be cured within said thirty (30) days and Landlord has not commenced to cure such failure within thirty (30) days after written notice thereof to Landlord; or if such failure cannot reasonably be cured within said thirty (30) days and Landlord does not thereafter with reasonable diligence and good faith proceed to cure such failure.
  - b) If a receiver or trustee is appointed for all or substantially all of the assets of Landlord.
  - c) If fraud practiced upon one party hereto by the other party, in which case the aggrieved party may, at its option, terminate this Lease.
  - d) Upon the occurrence of any such event of default, Tenant shall have the option to terminate this Lease and abate the rent immediately.
- 20. **WAIVER OF DEFAULT:** No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.
- 21. **HOLDING OVER:** Should Tenant or any of its successors in interest hold over the Premises or any part thereof after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as

a tenancy from month to month only for a monthly rental equal to the rent paid for the last month of the term of this Lease.

22. **SIGNS:** Tenant shall have the right to erect signs on the interior walls of the building, securely attached to and parallel to said walls, subject to applicable laws, if any, subject to Landlord's written permission. Exterior signs may be installed by Tenant, with the written permission of Landlord, so long as the same do not cause any structural damage to Landlord's property, and so long as the same conform to applicable ordinances. All such proposals for the erection of exterior signs shall be submitted, in writing, to Landlord, with appropriate drawings or plans to reasonably illustrate the manner in which the sign is to be erected, and Landlord may approve the same but may require adequate security or safeguards guaranteeing adequate repair or restoration of the building or property upon removal of such exterior signs.
23. **LANDLORD'S RIGHT OF ENTRY:** Landlord and its authorized agents shall have the right to enter the Premises during normal working hours for the following purposes:
- a. Inspecting the general condition and state of repair of the Premises;
  - b. The making of repairs required of Landlord, if any;
  - c. For any other reasonable purpose; provided, however, that such entry shall not unreasonably interfere with the conduct of Tenant's business.
24. **NOTICE:** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at their respective addresses set out opposite their names below or at such other addresses as they have heretofore specified by written notice delivered in accordance herewith:

As to the Landlord:                      City of East Grand Forks  
   Economic Development Authority  
   600 DeMers Avenue  
   East Grand Forks, MN 56721

As to the Tenant:                        Galstad, Jensen & McCann, P.A.  
   P.O. Box 386  
   East Grand Forks, MN 56721

25. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of all obligations to be performed or observed by the parties under this Lease.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the day and year first above written.

**LANDLORD: CITY OF EAST GRAND FORKS, TENANT: GALSTAD, JENSEN & MCCANN, P.A.  
MINNESOTA  
EAST GRAND FORKS  
ECONOMIC DEVELOPMENT  
AUTHORITY  
(EDA)**

BY: \_\_\_\_\_  
Its President

BY: \_\_\_\_\_  
Its President

BY: \_\_\_\_\_  
Its Executive Director

**EASEMENT FOR ENCROACHMENTS ON  
BOUNDARY LINES**

**THIS AGREEMENT** made the \_\_\_\_ day of \_\_\_\_\_, 2023, between East River’s Edge Corporation, 422 5<sup>th</sup> Ave., SE, East Grand Forks, MN 56721 (hereinafter “Blue Moose”) party of the first part and City of East Grand Forks, Minnesota, party of the second part (Hereinafter the “City”).

**WHEREAS**, the Blue Moose is replacing the HVAC system for the Blue Moose Bar and Grill located at the above address in the City of East Grand Forks, Polk County, Minnesota;

**WHEREAS**, the HVAC system will encroach on property of the party of the City; and

**WHEREAS**, the party of the City is a municipality and owns the parcel of land adjacent to the Blue Moose in Polk County Minnesota legally described as follows:

The Northwesterly Twenty (20) feet of Lot Seventeen (17), Block Two (2), E.B. Frederick’s Addition to East Grand Forks, Minnesota.

Parcel No.: 83.00816.00

**WHEREAS**, the party of the Blue Moose owns the parcel of land adjacent to the City parcel legally described in part as follows:

Ten (10) Feet southeasterly and parallel with the southeasterly line of Lot Eighteen (18), Block Two (2), E.B. Frederick’s Addition to East Grand Forks, Minnesota.

Parcel No.: 83.00816.01

**WHEREAS**, it has also been determined that Blue Moose has encroachments attached to the building and protective cement pylons that are encroaching and located on the City property; and

**WHEREAS**, due to the size and weight of the HVAC system replacement cannot reasonably, or cost effectively, be replaced on the roof of the Blue Moose; and

**WHEREAS**, the City is supportive of the needs of the business community; and

**WHEREAS**, the City Council has determined it in the best interest of the City to support the Blue Moose’s request and to grant this encroachment easement to help effectuate the current HVAC replacement project.

**WHEREAS**, the City Council through resolution \_\_\_\_\_ grants the encroachment easement over and across the city property as described for the purpose described; and

**IT IS AGREED** as follows:

1. That the City shall by this agreement grant the encroachment of the cement protective pylons and other equipment currently located on or encroaching on the property or the boundary line of the City property; and
2. The Blue Moose affirms that the current encroachments exist, and they are located on or encroaching upon the City property; and
3. The City agrees that the Blue Moose may, without further license on their part, continue to use and enjoy all that portion of the said land of the City with the current encroachments and the newly installed HVAC encroachment within the parcel as indicated on the Certificate of Survey attached as Exhibit “A”; and
4. That if the HVAC system or other Blue Moose encroachments on the city property inhibit the City’s use or access to the property, the Blue Moose, or it’s successors or assigns with, at a maximum of a two-day notice, will unhook and remove, and reinstall the unit once the situation allows at the sole expense of the Blue Moose; and
5. That the Blue Moose acknowledges that the easement area is used by the City to access the City’s flood protection system during high water events and emergency situations; and
6. That the City will make all reasonable efforts not to harm or damage the HVAC equipment, however if the HVAC system is damaged by the city’s use of the easement the Blue Moose will hold the City harmless for any resulting damage; and

7. The burden and benefit of this agreement are intended, so far as may be, to attach and run with the said premises of the party of the City. Further, said easement shall be perpetual; however, should the existing structure be removed or the need for the easement no longer exists, this easement shall terminate with no further action of the City, and if the structure is rebuilt or replaced, the encroachment shall be removed, and the new structure shall be placed entirely on the property of the party of the Blue Moose.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Patrick Boppre

\_\_\_\_\_  
Nathan Sheppard

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Patrick Boppre and Nathan Sheppard.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF EAST GRAND FORKS

\_\_\_\_\_  
Reid Huttunen, City Administrator

\_\_\_\_\_  
Steven Gander, Mayor

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Megan Nelson it's Interim Administrator and Steven Gander respectively on behalf of the City of East Grand Forks, Minnesota.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(EASEMENT FOR ENCROACHMENTS)



# CERTIFICATE OF SURVEY

LOT 17, BLOCK 2, E.B. FREDRICKS ADDITION,  
EAST GRAND FORKS, MINNESOTA



Property owned by the Blue Moose per Doc. No. 564113.



Property owned by the City of East Grand Forks per Doc. No. 562863



SCALE ( IN FEET )

ORIENTATION OF THIS BEARING SYSTEM IS BASED  
ON NAD 83 NORTH DAKOTA NORTH (CITY OF EAST  
GRAND FORKS) COORDINATE SYSTEM

## LEGEND

	BOUNDARY LINE
	LOT LINE
	CHAINLINK FENCE
	AC UNIT
	GUARD POST

DATE: AUGUST 30, 2023	PREPARED FOR: CITY OF EAST GRAND FORKS
SCALE: AS SHOWN	I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY: C.W.M.	
CHECKED BY: C.W.M.	
FILE NUMBER: 2023-10061	COURTNEY W. MOORE DATE: 8-30-2023 LIC. NO. 57083

**WIDSETH**  
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS