

**AGENDA  
OF THE WORK SESSION  
CITY OF EAST GRAND FORKS  
TUESDAY, JANUARY 9, 2024 – 5:00 PM**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

- 1. SRF Consulting Bridge Study Update – Reid Huttunen & Ken Holte**
- 2. Request for Gate on Road at Asphalt Plant Site – Nancy Ellis**
- 3. Request to File Plans and Specifications for the 2022 City Project No. 3 Quiet Zone – Steve Emery**
- 4. Requested Change Youth Snowmobile Race Event – Reid Huttunen**

**ADJOURN:**

**SEE THE NEXT PAGE FOR THE SPECIAL MEETING AGENDA**

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.

**AGENDA  
OF THE SPECIAL MEETING  
CITY OF EAST GRAND FORKS  
TUESDAY, JANUARY 9, 2024 – FOLLOWING THE WORK SESSION**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

1. Consider adopting Resolution No. 24-01-07 authorizing staff to enter into an agreement with SRF Consulting for the RAISE grant application and contribute 25% or \$7,101.00 for the contract amendment proposal.

**Upcoming Meetings**

Council Meeting – Tuesday, January 16, 2024 – Council Chambers – 5:00 PM

Work Session – Tuesday, January 23, 2024 – Training Room – 5:00 PM

Council Meeting – Tuesday, February 6, 2024 – Council Chambers – 5:00 PM

Work Session – Tuesday, February 13, 2024 – 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: January 9, 2024

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: Reid Huttunen, City Administrator

RE: SRF Consulting Bridge Study update

---

**Background:**

Ken Holte from SRF Consulting will be joining the meeting via Zoom to provide the City Council with an update on the progress of the ongoing Bridge Study Scoping process and detail the currently open RAISE Grant planning opportunity.

The FY 2024 RAISE planning solicitation was released recently, and applications are due on 02/28/24. These awards are announced in June 2024, but the monies would likely not be able to be spent before signing the grant agreement which can take about 12 months or so. This would make the funds available in summer 2025 which is where we would be scheduled to be starting the NEPA process (phase III).

Activities eligible under RAISE planning grants include planning, preparation, or design – for example environmental analysis, equity analysis, community engagement, feasibility studies, benefit-cost analysis, preliminary design, and other pre-construction activities. We are looking into whether final design counts as a pre-construction activity. If so, then we could potentially get the Design Phase IV funded as well.

SRF Consulting has proposed an amendment to our current planning contract in the amount of \$28,404.00 for grant application writing services. We have asked our partner agencies (Polk County, City of Grand Forks, Grand Forks County) if they will participate equally in sharing the additional cost of writing this grant application. As of January 4, 2024;

- Grand Forks County Commission has committed to ¼ of the total contract amount; if all other agencies participate.
- Polk County staff has recommended participation, and the Commission will consider it at their January 16th meeting.
- City of Grand Forks Council will have a presentation from SRF at their Jan. 8<sup>th</sup> Committee meeting and would consider it at their January 16th meeting.

**Recommendation and Next Steps:**

Recommend approval of East Grand Forks participating in the ¼ cost share (\$7,101.00) and authorize SRF Consulting to complete the RAISE grant application ahead of the February 28 deadline.

**Enclosures:**

---

SRF Professional Services Amendment No. 1



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

The Parties:

SRF Consulting Group, Inc. ("SRF")
City of East Grand Forks ("Client")

Project: EGF / GF Red River Crossing Project

Effective Date of the Original Agreement: March 22,2023

Nature of Amendment:

- Additional Services to be performed by SRF.
Modifications of compensation to SRF
Modification to time(s) for rendering Services.

Description of Modifications:

- This Agreement is being amended to add additional task hours and compensation to complete the 2024 RAISE Grant Planning Application work incorporated by this Amendment.
SRF will provide the Services as specified in the scope of professional services outlined in Attachment A1 and B1.
The Maximum Total Compensation payable to SRF by the Client for all services performed under this Agreement shall not exceed the amount of \$179,574.33.

Table with 2 columns: Description, Amount. Rows: Original Contract Amount (\$151,170.33), Amendment No. 1 (\$ 28,404.00 2024 RAISE Grant Planning Application), Total Amended Contract Amount (\$179,574.33)

- This Agreement includes the following attached documents which are incorporated by reference and made part of this Agreement.

Attachment A1: Amendment Proposal
Attachment B1: SRF's Work Tasks and Fee Schedule

- The Original Agreement and any previous amendments are incorporated into this Agreement by reference. Except as amended herein, the terms and conditions of the Original Agreement and any previous amendment remain in full force and effect.
Each Party agrees that the electronic signature of the Party included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their behalf.

SRF Consulting Group, Inc.

City of East Grand Forks

Signed:

[Handwritten signature]

Signed:

Title: Vice President

Title:

Date: 12/14/23

Date:



December 18, 2023

Reid Huttunen  
City Administrator  
City of East Grand Fork  
600 Demers Ave  
East Grand Forks, MN 56721

Subject: Amendment proposal for Preparation of a 2024 RAISE Planning Grant Application

Dear Reid:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for preparation of a 2024 RAISE Planning Grant submittal application for the EGF/GF Bridge Planning project. Our Team's scope of services is described below, along with the assumptions and expectations we have for Cities of East Grand Forks/Grand Forks staff participation.

### **Scope of Services**

We propose to carry out the work ("Scope of Services"), set forth below.

#### **Task 1 Project Management/Agency Coordination**

This task assumes management of daily work activities, tasks and meetings, monitoring budget, providing monthly billings, and maintaining communications with Cities of East Grand Forks/Grand Forks staff during the entire duration of the process. This task also includes QA/QC for all product deliverables, including graphics and narrative in the application.

In addition, SRF will arrange and participate in project meetings with Cities of East Grand Forks/Grand Forks staff and other stakeholders with pertinent information/useful data critical to application requirements.

#### **Task 2 – Data Collection**

Gather data from Cities of East Grand Forks/Grand Forks staff, and other sources, analyze data, prepare findings, coordinate documentation with the Cities' staff, and integrate this data into application text and graphics to respond to the 2024 RAISE planning evaluation criteria (including Safety, Environmental Sustainability, Quality of Life, Improves Mobility and Community Connectivity, Economic Competitiveness and Opportunity, State of Good Repair, Partnership and Collaboration, and Innovation).

### **Task 3 – Develop Cost Estimates**

Conduct preliminary analysis to have information available for the grant application including cost estimation and schedule of eligible activities.

### **Task 4 – Application Preparation**

Prepare draft application by Wednesday February 14, 2024, for review and comment by Cities of East Grand Forks/Grand Forks staff (revise within two working days and assume only one draft revision). All resolutions, letters of support, etc. will be gathered and assembled into the final application.

Prepare the final application for submittal to USDOT by three days before the due date (Wednesday February 28, 2024). Documentation, supporting application assertions, etc. will be provided by Cities of East Grand Forks/Grand Forks for relevant information. The application will follow the guidance provided by USDOT. It is understood that City of East Grand Forks is registered with Grants.gov and will submit the application to this website by 10:59 pm (CT) on Wednesday February 28, 2024.

### **Task 5 – Graphics/Website**

Prepare graphics/tables, final document formatting and links for the website.

### **Assumptions**

SRF will prepare a data needs request for Cities of East Grand Forks/Grand Forks staff to identify any additional data/documents that the Cities are responsible for providing.

### **Schedule**

We will complete this work so that City of East Grand Forks can submit the 2024 RAISE Planning Grant application to USDOT on or prior to Wednesday February 28, 2024.

### **Basis of Payment/Budget**

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$28,404 which includes both time and expenses.

### **Changes in the Scope of Services**

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

### **Standard Terms and Conditions**

The original contract Standard Terms and Conditions (Attachment A), and Work Task and Person Hour Estimate (Attachment B, Scoping Study), together with this amendment proposal for professional services (Attachments A1 and B1 for 2024 RAISE Planning Grant application), constitute the entire agreement between the City of East Grand Forks and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### **Acceptance/Notice to Proceed**

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Priyam Saxena, PhD  
Funding Lead

PS/KH



Kenneth A. Holte, P.E.  
Project Manager

Attachment B1 – 2024 RAISE Grant Work Task and Person Hour Estimate

**This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.**

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

---

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

16. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

18. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS.

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: Cities of East Grand Forks and Grand Forks

Project: 2024 RAISE Planning Grant Preparation



15708

Subconsultants:

TASK NO.	SUMMARY OF TASKS	<u>Project Overview:</u>
1.0	Project Management/Agency Coordination	Preparation of a 2024 RAISE Planning Grant Application
2.0	Data Collection	
3.0	Develop Cost Estimates	
4.0	Application Preparation	
5.0	Graphics/Website	

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: Cities of East Grand Forks and Grand Forks

Project: 2024 RAISE Planning Grant Preparation



15708

Subconsultants: 0

TASK NO.	TASK DESCRIPTION	<u>PROF. VIII-VII</u>	<u>PROF. VI</u>	<u>PROF. V</u>	<u>PROF. IV</u>	<u>PROF. III</u>	<u>PROF. II</u>	<u>PROF. I</u>	<u>TECH.</u>	<u>SUPPORT</u>	TOTALS	EST. FEE
1.0	<p><b>Project Management/Agency Coordination</b></p> <p><u>Assumptions:</u> QA/QC of all deliverables through the life-cycle of the grant. Up to eight half-hour meetings with two SRF attendees, including prep time.</p> <p><u>Client Deliverables:</u> Meeting attendance</p>											
1.1	<p>This task assumes management of daily work activities, tasks and meetings, monitor budget, provide monthly billings, and maintain communications with EGF/GF staff during the entire duration of the process. This task also includes QA/QC for all product deliverables, including graphics, narrative in the application and benefit-cost analysis materials. In addition SRF will arrange and participate in project meetings with EGF/GF staff and other stakeholders with pertinent information/useful data critical to application requirements.</p> <p><u>SRF Deliverables:</u> No meeting notes or records are anticipated</p>	6	-	-	10	-	-	-	-	-	16	\$3,474.00
<b>SUBTOTAL - TASK 1</b>		<b>6</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$3,474.00</b>
2.0	<p><b>Data Collection</b></p> <p><u>Assumptions:</u> EGF/GF will provide all existing data/document to SRF as requested. This may include, but not limited to, concept or approved layout, cost estimate, traffic analysis, existing NEPA documentation, etc.</p> <p><u>Client Deliverables:</u> Data / documents , as requested</p>											

<b>SRF Consulting Group, Inc.</b> Client: Cities of East Grand Forks and Grand Forks Project: 2024 RAISE Planning Grant Preparation Subconsultants: 0	<b>Work Tasks and Person-Hour Estimates</b>	 15708
--	---	--

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
2.1	Gather data from EGF/GF staff, and other sources, analyze data, prepare findings, coordinate documentation with EGF/GF staff, and integrate this data into application text and graphics to respond to the 2024 RAISE evaluation criteria (including Safety, Environmental Sustainability, Quality of Life, Improves Mobility and Community Connectivity, Economic Competitiveness and Opportunity, State of Good Repair, Partnership and Collaboration, and Innovation).	-	-	-	4	8	-	-	-	-	12	\$1,828.00
	<u>SRF Deliverables:</u>											
	<b>SUBTOTAL - TASK 2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$1,828.00</b>
<b>3.0</b>	<b>Develop Cost Estimates</b>											
	<u>Assumptions:</u> Develop cost estimate for identified planning activities.											
	<u>Client Deliverables:</u>											
3.1	Conduct preliminary analysis to have information available for the grant application including cost estimation and schedule of eligible activities.	4	-	-	6	-	-	-	-	-	10	\$2,210.00
	<u>SRF Deliverables:</u> High level cost for planning / pre-construction activities											
	<b>SUBTOTAL - TASK 3</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>\$2,210.00</b>
<b>4.0</b>	<b>Application Preparation</b>											
	<u>Assumptions:</u> Application to be submitted under Planning Rural project category Assumes 1 draft and 1 final application PDFs. Supporting information for SF 424 forms											
	<u>Client Deliverables:</u> Provide all resolutions, letters of support, etc. as requested City is registered with Grants.gov											
4.1	Prepare draft application for review and comment by EGF/GF staff two weeks prior to submission deadline (revise within two working days and assume only one draft revision). All resolutions, letters of support, etc. will be gathered by the City and assembled into the final application bt SRF.	4	-	-	24	80	-	-	-	-	108	\$16,992.00
4.2	Prepare the final application for submittal to USDOT three days before due date. Documentation, supporting application assertions, etc. will be provided by EGF/GF for relevant information. The application will follow the guidance provided by USDOT. It is understood that EGF/GF is registered with Grants.gov and will submit the application to this website by the submission deadline.	-	-	-	6	-	-	-	-	-	6	\$954.00
	<u>SRF Deliverables:</u> Templates for resolutions and letters of support Draft application on February 14, 2024 Final application before February 26, 2024 Supporting attachments											

<b>SRF Consulting Group, Inc.</b> Client: Cities of East Grand Forks and Grand Forks Project: 2024 RAISE Planning Grant Preparation Subconsultants: 0	<b>Work Tasks and Person-Hour Estimates</b>	
Subconsultants: 0		15708

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
	Supporting information for SF 424 forms											
	<b>SUBTOTAL - TASK 4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>114</b>	<b>\$17,946.00</b>
<b>5.0</b>	<b>Graphics/Website</b>											
	<u>Assumptions:</u>											
	<u>Client Deliverables:</u>											
5.1	Prepare graphics/tables, final document formatting, and links for the website.	-	-	-	-	-	-	-	6	20	26	\$2,946.00
	<u>SRF Deliverables:</u>											
	<b>SUBTOTAL - TASK 5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>20</b>	<b>26</b>	<b>\$2,946.00</b>
	<b>TOTAL ESTIMATED PERSON-HOURS</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>50</b>	<b>88</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>20</b>	<b>178</b>	
	AVERAGE HOURLY BILLING RATE	\$314.00	\$208.00	\$203.00	\$159.00	\$149.00	\$129.00	\$121.00	\$121.00	\$111.00		
	ESTIMATED LABOR AND OVERHEAD	\$4,396.00	\$0.00	\$0.00	\$7,950.00	\$13,112.00	\$0.00	\$0.00	\$726.00	\$2,220.00		\$28,404.00
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											\$0.00
											SUBTOTAL: (SRF Labor and Expenses)	<u>\$28,404.00</u>
											SUBCONSULTANTS:	\$0.00
	<b>TOTAL ESTIMATED FEE (SRF and Subconsultants combined)</b>											<b>\$28,404.00</b>

# Request for Council Action

Date: January 9, 2024

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

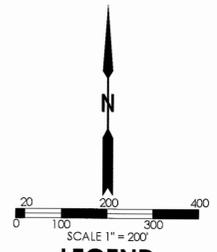
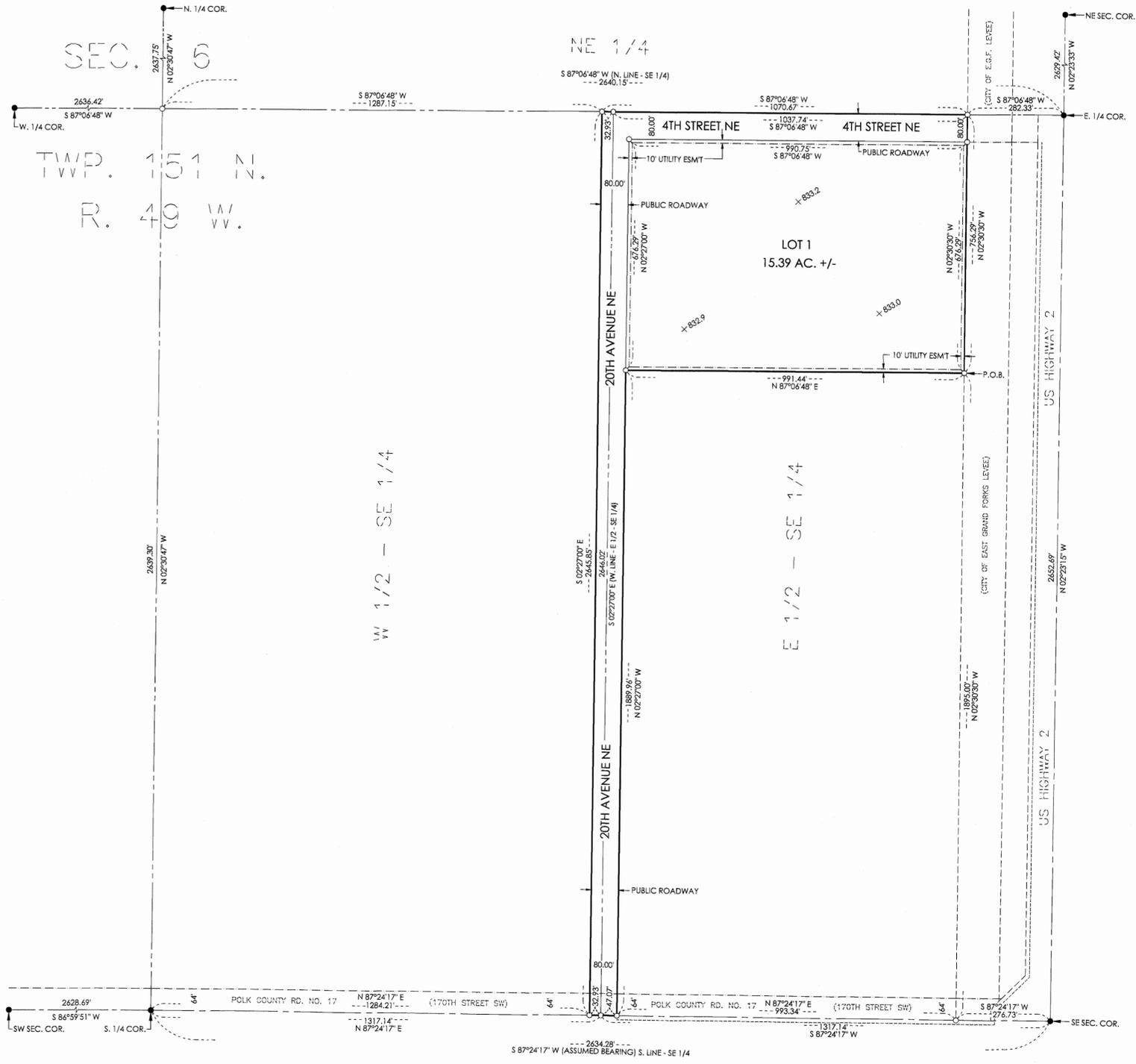
From: Nancy Ellis, Community Development Director

RE: Request from Zavorals to place a gate across the road going to the asphalt plant site

Zavorals would like to place a gate across the north-south road that leads to the proposed asphalt site; thereby keeping the traffic on the road to a minimum (private use only). The gate would be located just north of the entrance off County Road 17. The gate would remain across the road until the property to the south of the site is developed. Zavorals will be present to discuss their request.

# ENRIGHT ADDITION

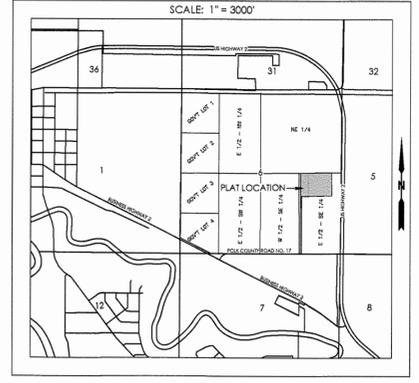
TO THE CITY OF EAST GRAND FORKS,  
POLK COUNTY, MINNESOTA



### LEGEND

MONUMENT FOUND	●
SET MONUMENT	○
SPOT ELEVATION (88' DATUM)	X 853.1
PLAT BOUNDARY	—
INTERIOR LOT LINE	- - -
EXISTING PARCEL LINE	· · ·
ACCESS CONTROL	— · —
SECTION LINE	— · — · —
QUARTER LINE	— · — · — · —
QUARTER-QUARTER LINE	— · — · — · — · —
EASEMENT LINE	— · — · — · — · — · —

### VICINITY MAP



### SURVEYOR'S CERTIFICATE

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

*Gerald D. Pribula*  
Gerald D. Pribula, Registered Land Surveyor  
Minnesota Registration, Number 13468

On this 29 day of September, 2022, before me a Notary Public in and for said County and State, personally appeared Gerald D. Pribula, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

STATE OF MINNESOTA)  
COUNTY OF POLK)

*Kevin J. Larson*  
Notary Public, Polk County  
State of Minnesota  
My Commission Expires: 1/31/24



### OWNERS CONSENT AND DEDICATION

The easterly 2.0 acres of the West Half of the Southeast Quarter and that part of the East Half of the Southeast Quarter, all in Section 6, Township 151 North, Range 49 West of the 5th Principal Meridian, Polk County, Minnesota, described as follows:

Commencing at the southeast corner of said Section 6; thence westerly along the south line of said Section 6 having a grid bearing of South 87 degrees 24 minutes 17 seconds West, a distance of 276.73 feet; thence North 02 degrees 30 minutes 30 seconds West, a distance of 1895.00 feet to the point of beginning of that tract of land to be described herein; thence continuing North 02 degrees 30 minutes 30 seconds West, a distance of 756.29 feet to the north line of said Southeast Quarter; thence South 87 degrees 06 minutes 48 seconds West, along said north line, a distance of 1070.67 feet; thence South 02 degrees 27 minutes 00 seconds East, parallel with the west line of said East Half of the Southeast Quarter, a distance of 2645.85 feet to the south line of said Southeast Quarter; thence North 87 degrees 24 minutes 17 seconds East, along said south line, a distance of 80.00 feet; thence North 02 degrees 27 minutes 00 seconds West, parallel with the west line of said East Half of the Southeast Quarter, a distance of 1889.96 feet; thence North 87 degrees 06 minutes 48 seconds East, a distance of 991.44 feet to the point of beginning.

Said tract of land contains 22.06 acres, more or less.

#### Contract for Deed Holder for All Land Platted Herein:

*John Zavoral*  
RJ ZAVORAL & SONS, INC.  
John Zavoral, President/CEO

STATE OF MINNESOTA)  
COUNTY OF POLK)

This instrument was acknowledged before me on this 29 day of September, 2022, by John Zavoral, President/CEO, RJ Zavoral & Sons, Inc.

*Kevin J. Larson*  
Notary Public, Polk County  
State of Minnesota  
My Commission Expires: 1/31/24



### CITY PLANNING COMMISSION APPROVAL

The subdivision of land shown hereon has been approved by the Planning Commission of the City of East Grand Forks at a meeting of said City Planning Commission on the 14th day of April, 2022, in accordance with the laws of the State of Minnesota, ordinances of the City of East Grand Forks, and regulations of said City Planning Commission. In witness thereof are set the hands and seals the City Planner of the Planning Commission of the City of East Grand Forks.

*Chad Erickson*  
Chad Erickson, Planning Commission Secretary

STATE OF MINNESOTA)  
COUNTY OF POLK)

This instrument was acknowledged before me on this 12th day of Oct, 2022, by Chad Erickson, Planning Commission Secretary.

*Brenda Faye Ault*  
Notary Public, Polk County  
State of Minnesota  
My Commission Expires: 1/31/26



### CITY COUNCIL APPROVAL

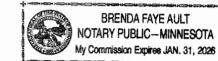
The City of East Grand Forks, Minnesota has approved the subdivision of land shown hereon, at a regular scheduled meeting of the City Council held on the 11th day of May, 2022.

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

STATE OF MINNESOTA)  
COUNTY OF POLK)

This instrument was acknowledged before me on this 14th day of Oct, 2022, by David Murphy, City Administrator/Clerk-Treasurer.

*Brenda Faye Ault*  
Notary Public, Polk County  
State of Minnesota  
My Commission Expires: 1/31/26



### TAX STATEMENT

COUNTY AUDITOR TAX STATEMENT

No delinquent taxes due and transfer entered this 16th day of Dec., 2022.

*Scott M. B...*  
Polk County Auditor, State of Minnesota

### COUNTY TREASURER TAX STATEMENT

I hereby certify that all taxes for 2022 on the land described herein are paid.

*Scott M. B...*  
Polk County Treasurer, State of Minnesota

RECORDING CERTIFICATE  
COUNTY RECORDER CERTIFICATE  
DOCUMENT NUMBER

I hereby certify that this instrument was filed in the office of the Polk County Recorder for record on this 16th day of December, 2022, at 12:30 o'clock P.M. and was duly recorded in Book 12 of 12 on page 12. Document # A000744563

*Kayla Schmechel*  
Polk County Recorder, State of Minnesota

# Request for Council Action

Date: January 4, 2024

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, Ben Pokrzywinski and Karen Peterson

Cc: File

From: Steve Emery, P.E.

RE: File Plans & Specifications – 2022 City Project No. 3 – Quiet Zone/Street & Sidewalk Improvements

**Background:**

We are requesting to file Plans and Specifications and looking for authorization to proceed with Advertising for Bids and setting a Bid Date for the Quiet Zone Project. We are currently working with BNSF on Easements, Construction & Maintenance Agreements, Closure Agreements and other misc items. At this point BNSF is not 100% sure if they will be able to get the new RR signals and Gates replaced at 2<sup>nd</sup> Ave NE by the end of the 2024 construction season. However, they would be able to get the at grade crossing surfaces installed this summer for the pedestrian crossings. My goal is if bid prices and such come in favorable, that we would be able to complete all the necessary street and pedestrian work during the time frame from June 1 – September 1<sup>st</sup> to have all of this work completed when school is out for the summer. This would include removal of the street crossing at 3<sup>rd</sup> St NW. A “Notice of Establishment” of the Quiet Zone would not be able to be filed with BNSF until such time that they have completed the replacement of the RR signals and gates.

**Estimated Construction Cost**

Construction Cost:	\$676,000.00 (Street & ADA Improvements)
At Grade Crossing Surfaces:	\$110,673.00 (work to be completed by BNSF)
Flagging Operations:	<u>\$50,000.00</u>
<b>Total Estimated Construction Cost:</b>	<b>\$836,673.00</b>

**Project Funding**

BNSF:	\$156,203.00
MNDOT:	\$32,000.00 (1/2 Cost of Traffic Signal Upgrades at 2 <sup>nd</sup> & 4 <sup>th</sup> St)
State Aid Construction Funds:	\$200,000.00 (2 <sup>nd</sup> Ave NE)
Local Funds	<u>\$448,470.00</u> ( Funding sources to be determined)
<b>Total Funding</b>	<b>\$836,673.00</b>

**Recommendation:**

Authorize Widseth to proceed with Advertising of the project.  
Set Bid Date for 10:00 A.M. on February 7, 2024

**Enclosures:**

None

# Request for Council Action

Date: 01/05/24

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: Administration Office

RE: Requested Change to Youth Snowmobile Race Event

---

Back in November 2023 the special event application was approved for youth snowmobile races to take place the first weekend in January 2024. Due to lack of snow the races were not held. Administration staff talked with the event organizer, they would still like to hold the event once there is enough snow and if possible, would like to host races a couple weekends if they are able to build the track.

Staff is looking for direction from the Council if they would support the event being held twice and because of the lack of snow the dates would still have to be determined.

**RESOLUTION NO. 24 – 01 – 07**

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

WHEREAS, the City of East Grand Forks, Grand Forks, Grand Forks County, and Polk County are currently cooperatively participating in a Red River Bridge Crossing study; and

WHEREAS, the City of East Grand Forks has the role of the lead agency in this study, and has contracted with SRF Consulting Group for the completion of the study; and

WHEREAS, the US Department of Transportation has released the FY2024 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program, which can be used for planning, preparation, analysis, and design of new bridge crossings; and

WHEREAS, the RAISE grant has an application deadline of February 28, 2024; and

WHEREAS, SRF Consulting Group has the professional expertise and on-going knowledge of the existing bridge study to prepare a competitive grant application on behalf of the City of East Grand Forks and the partner agencies; and

WHEREAS, the City of East Grand Forks has requested each of the partner agencies consider participating financially in an equal share of the proposed \$28,404.00 contract amendment; and

NOW THEREFORE, BE IT RESOLVED, the City Council of East Grand Forks authorizes City staff to enter into an agreement with SRF Consulting for the RAISE grant application and contribute its 25% (\$7,101.00) share to the contract amendment proposal.

*Voting Aye:*

*Voting Nay:*

The President declared the resolution passed.

Passed: January 9, 2024

Attest:

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

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

I hereby approve the foregoing resolution this 9<sup>th</sup> of January, 2024.

\_\_\_\_\_  
Mayor