

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, MARCH 5, 2024 – 5:00 PM**

**THIS MEETING HAS TO END BY 6PM BECAUSE THE PRESIDENTIAL
PRIMARY ELECTION TAKING PLACE ON MARCH 5TH. POLLS ARE OPEN
FROM 7AM TO 8PM.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of February 20, 2024.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of February 27, 2024.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

3. Consider approving the Special Event Application for the Red River Valley Catfish Club to hold the Scheels Boundary Battle Catfish Tournament on Saturday, June 29, 2024 contingent upon the Administration Office receiving the insurance for the event.
4. Consider adopting Resolution No. 24-03-25 appointing Penny Stai to the Economic Development Authority Board.

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.

5. Consider approving the Exempt Gambling Permit Application for Sacred Heart to hold a raffle on May 3, 2024 at Sacred Heart located at 200 3rd St NW East Grand Forks, MN 56721 and waive the 30-day waiting period.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

6. Regular meeting minutes of the Water, Light, Power, and Building Commission for February 7, 2024.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

7. Consider approving the purchase of a 2025 Ford Interceptor SUV for the Police Department from Tenvoorde Ford for a total of \$44,861.94.
8. Consider adopting Resolution No. 24-02-26 accepting and awarding the bid for the 2022 City Project No. 3 for the Quiet Zone/Street and Sidewalk Improvements to Opp Construction for a total of \$1,051,314.50.
9. Consider approving the Joint Powers Agreement between the City of East Grand Forks and the Minnesota Department of Natural Resources for the continued operations of the Red River State Recreation Area.
10. Consider approving the five-year planned service agreement between the City of East Grand Forks and Johnson Controls as proposed accepting Alternate #2 for the additional 40 hours of technical labor services.

CLAIMS:

11. Consider adopting Resolution No. 24-03-27 authorizing the City of East Grand Forks to approve purchases from Border States Trophy the goods referenced in check number 42126 for a total of \$18.00 whereas Council Member Riopelle is personally interested financially in the contract.
12. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings

Work Session – Tuesday, March 12, 2024 – Training Room – 5:00 PM
Council Meeting – Tuesday, March 19, 2024 – Council Chambers – 5:00 PM
Work Session – Tuesday, March 26, 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.

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, FEBRUARY 20, 2024 – 5:00 PM**

CALL TO ORDER:

The Council Meeting of the East Grand Forks City Council for Tuesday, February 20, 2024 was called to order by Council President Olstad at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Ben Pokrzywinski, Dale Helms (via Interactive Technology), Brian Larson, and Karen Peterson.

Staff Present: Karla Anderson, Finance Director; Jeff Boushee, Fire Chief; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Charlotte Helgeson, Library Director; Reid Huttunen, City Administrator; Jeremy King, Parks and Recreation Superintendent; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

Council President Olstad stated the open form was an opportunity for members of the public to address the City Council on items not on the current agenda and items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate. He asked if anyone would like to address the City Council, please come up to the podium to do so. No one came forward.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of February 6, 2024.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of February 13, 2024.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE ITEMS ONE (1) AND TWO (2).

*Voting Aye: Peterson, Vetter, Pokrzywinski, Riopelle, Helms, Olstad, and Larson.
Voting Nay: None.*

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

3. Consider approving the Special Event Application for the KC Pro West group to hold a practice night on Friday, March 1st followed by Youth Snowmobile Races on March 2nd and 3rd.
4. Consider approving the Special Event Application for the Altru Family YMCA to conduct the annual YMCA Firecracker 5K/10K Fun Run/Walk taking place on July 4th from 8am to 10:30am on the greenway trails.
5. Consider adopting Resolution No. 24-02-21 appointing election judges for the presidential primary election on March 5, 2024.
6. Consider adopting Resolution No. 24-02-22 approving the use of Altru Foundation Partnership funding for the Grand Bike Share Program for 2024 in the amount of \$10,000.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE ITEMS THREE (3) THROUGH SIX (6).

Voting Aye: Peterson, Vetter, Pokrzywinski, Riopelle, Helms, Olstad, and Larson.

Voting Nay: None.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

7. Regular meeting minutes of the Water, Light, Power, and Building Commission for January 17, 2024.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

8. Consider adopting Resolution No. 24-02-23 accepting and awarding the bid of Proposals 1 and 2 for 2023 City Project No 2 for LaFave Park Improvements to RJ Zavoral & Sons for a total construction cost of \$1,758,006.75.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER POKZYWINSKI, TO ADOPT RESOLUTION NO. 24-02-23 ACCEPTING AND AWARDING THE BID OF PROPOSALS 1 AND 2 FOR 2023 CITY PROJECT NO 2 FOR LAFAVE PARK IMPROVEMENTS TO RJ ZAVORAL & SONS FOR A TOTAL CONSTRUCTION COST OF \$1,758,006.75.

Voting Aye: Peterson, Vetter, Pokrzywinski, Riopelle, Helms, Olstad, and Larson.

Voting Nay: None.

9. Consider approving the replacement and relocation plan for the siren system and accept the quote from the Federal Warning System for a total of \$102,030.00 and not to exceed an additional \$8,000 for an on-site electrician with the funding coming from the Public Safety fund.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE THE REPLACEMENT AND RELOCATION PLAN FOR THE SIREN SYSTEM AND ACCEPT THE QUOTE FROM THE FEDERAL WARNING SYSTEM FOR A TOTAL OF \$102,030.00 AND NOT TO EXCEED AN ADDITIONAL \$8,000 FOR AN ON-SITE ELECTRICIAN WITH THE FUNDING COMING FROM THE PUBLIC SAFETY FUND.

Voting Aye: Peterson, Vetter, Pokrzywinski, Riopelle, Helms, Olstad, and Larson.

Voting Nay: None.

10. Consider awarding the Volvo Motor Grader transmission replacement project to Nuss Truck & Equipment for a total of \$55,147.00.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO AWARD THE VOLVO MOTOR GRADER TRANSMISSION REPLACEMENT PROJECT TO NUSS TRUCK & EQUIPMENT FOR A TOTAL OF \$55,147.00.

Voting Aye: Peterson, Vetter, Pokrzywinski, Riopelle, Helms, Olstad, and Larson.

Voting Nay: None.

11. Consider approving the Leighton Media rental of the Civic Center in the amount of \$4,500 for a music concert on April 27, 2024 contingent upon review and final approval of a Facility Use Agreement by the City Attorney and City Administrator.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE THE LEIGHTON MEDIA RENTAL OF THE CIVIC CENTER IN THE AMOUNT OF \$4,500 FOR A MUSIC CONCERT ON APRIL 27, 2024 CONTINGENT UPON REVIEW AND FINAL APPROVAL OF A FACILITY USE AGREEMENT BY THE CITY ATTORNEY AND CITY ADMINISTRATOR.

Voting Aye: Peterson, Vetter, Pokrzywinski, Riopelle, Helms, Olstad, and Larson.

Voting Nay: None.

12. Consider authorizing the purchase of the 2024 Ford Bronco for the Police Department from Nelson Ford of Grand Forks for a total of \$34,579.00.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO AUTHORIZE THE PURCHASE OF THE 2024 FORD BRONCO FOR THE POLICE DEPARTMENT FROM NELSON FORD OF GRAND FORKS FOR A TOTAL OF \$34,579.00.

Voting Aye: Peterson, Vetter, Pokrzywinski, Riopelle, Helms, Olstad, and Larson.

Voting Nay: None.

- 13. Consider approving the Special Use Permit to install a second concrete ready mixed plant at the Strata site for temporary use when needed for future road projects with the conditions the trucks primarily use the access onto Business Highway 2 when leaving the site and the Community Development Office will be notified when the second temporary plant will be onsite.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER PETERSON, TO APPROVE THE SPECIAL USE PERMIT TO INSTALL A SECOND CONCRETE READY MIXED PLANT AT THE STRATA SITE FOR TEMPORARY USE WHEN NEEDED FOR FUTURE ROAD PROJECTS WITH THE CONDITIONS THE TRUCKS PRIMARILY USE THE ACCESS ONTO BUSINESS HIGHWAY 2 WHEN LEAVING THE SITE AND THE COMMUNITY DEVELOPMENT OFFICE WILL BE NOTIFIED WHEN THE SECOND TEMPORARY PLANT WILL BE ONSITE.

Ms. Ellis explained the request was not being made for one year but ongoing, the temporary plant would only be used for projects in the local area, it might not be put up yearly, the Planning Commission did not have any issues, and the company would keep the Community Development office informed of when there was a project that would require the temporary plant.

Voting Aye: Peterson, Vetter, Pokrzywinski, Riopelle, Helms, Olstad, and Larson.

Voting Nay: None.

CLAIMS:

- 14. Consider adopting Resolution No. 24-02-24 authorizing the City of East Grand Forks to approve purchases from Border States Trophy the goods referenced in check number 42048 for a total of \$39.00 whereas Council Member Riopelle is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT RESOLUTION NO. 24-02-24 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM BORDER STATES TROPHY THE GOODS REFERENCED IN CHECK NUMBER 42048 FOR A TOTAL OF \$39.00 WHEREAS COUNCIL MEMBER RIOPELLE IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Peterson, Vetter, Pokrzywinski, Helms, Olstad, and Larson.

Voting Nay: None.

Abstain: Riopelle.

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

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

Voting Aye: Peterson, Vetter, Pokrzywinski, Riopelle, Helms, Olstad, and Larson.

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Gander stated they would be wrapping up the planning effort which would give the Council their orders for the year and announced the State of the City event would be taking place on April 25th. He asked if the boy scouts in attendance would like to speak and commented how he liked the scout program because it taught many things, it got kids out in nature, and hoped those would continue with the program as they got older. He added he was interested to see how things turned out for the music event that was going to be held at the Civic Center and how it would be a good test case for possible future events.

Council President Olstad recognized the boy scouts that were in attendance, how they could prepare themselves and eventually serve on the City Council in the future, and asked they wanted to come up and speak. One of the boy scouts informed the Council they were working on their citizenship in society badge and they would answer questions following the meeting.

Mr. Huttunen informed the Council the Intergovernmental Retreat was canceled and would be rescheduled for a later date. He reminded the Council of the strategic planning session would be following the council meeting.

Mr. Galstad offered his condolences to the Weber Family, George Weber’s wife passed away, and he was a long-time employee of the city.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE FEBRUARY 20, 2024 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:12 P.M.

Voting Aye: Peterson, Vetter, Pokrzywinski, Riopelle, Helms, Olstad, and Larson.

Voting Nay: None.

Megan Nelson, City Clerk

**UNAPPROVED MINUTES
OF THE WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, FEBRUARY 27, 2024 – 5:00 PM**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for Tuesday, February 27, 2024 was called to order by Council President Olstad at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Ben Pokrzywinski, Dale Helms (via Interactive Technology), Brian Larson, and Karen Peterson.

Staff Present: Karla Anderson, Finance Director; Jeff Boushee, Fire Chief; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Charlotte Helgeson, Library Director; Reid Huttunen, City Administrator; Jeremy King, Parks and Recreation Superintendent; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

1. Review of Bid Results and Funding for the 2022 City Project No. 3 Quiet Zone/Street and Sidewalk Improvements – Steve Emery

Mr. Emery stated the bids for the project had been opened on February 7th, the lowest bidder was Zavorals, and was 29% above the engineer estimate. He explained they were still looking for funding from both BNSF and Sacred Heart, there had been a recent meeting with BNSF, the City was told there would be no additional funding for the closure of the one crossing, but there would be an additional \$50,000 coming from the Minnesota Department of Transportation (MNDOT) in addition to the \$58,000 for the traffic signals. He told the Council Mr. Huttunen would be meeting with Sacred Heart later in the week to see if they were going to help fund this project. He added a recommendation would be given at the next meeting and that BNSF did agree to cover the flaggers so that would remove \$35,000 from the project estimate.

Council member Larson said he thought he heard Zavorals were the lowest bidder, but the bid information showed Opp Construction was the lowest bidder. Mr. Emery said Opp Construction was the lowest bidder. Council member Larson stated this was a good project, it included pedestrian and safety improvements, and would remove the train horn so it should move forward. Mr. Emery informed the Council there were concerns about closure of the 3rd Street crossing, so parking was being reviewed. Mr. Huttunen stated parking was brought up as a concern and it was asked if the local road that followed the tracks could turn into a one-way so that could be a request brought forward at a future meeting. There were no other questions.

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

2. Consider Approving the Joint Powers Agreement with the Department of Natural Resources – Jeremy King

Mr. King informed the Council the agreement had expired for the operation of the campground, a new four-year agreement has been proposed, there would be a change to the amount of total obligation which would change from \$750,000 to \$1,250,000. He told the Council there were 11,300 reservations in 2023 which was close to the record of reservations and this year would be the 20th year the campground was open. He stated the recommendation was to approve the agreement. There were no questions.

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

3. Discussion Regarding Deer Population – Administration & Parks Offices

Ms. Nelson informed the Council over the years staff had received complaints about deer eating plants and trees and causing accidents. She explained she received a call last fall with these complaints, she reached out to the Minnesota Department of Natural Resources (DNR) to see if things had changed since the last time this was discussed, during the discussion the 100-yard restriction was brought up, it was not listed in State statutes, only in city code for the shooting of fire arms. She asked the Council if staff should prepare information to consider a special hunt, it would not included was the campground area, some of the items in the management plan were already addressed, and the Council might want to consider amending the City Code for bow and arrow and include changes if an archery range were to be added.

Mr. King told the Council the Park and Recreation Department had not received complaints but had received requests to hunt. He added that Public Works usually picked up four to eight deer that had been hit by cars each year. Discussion followed about how the Chief of Police had never been asked to approve a special event for archery, the Police Department had 13 deer related calls in 2023, and five of those calls were crashes. Council member Peterson asked if there had been any calls from residents that did not feel safe on the greenway system because of the deer. Ms. Nelson said she had not taken any of those calls, there had been a call about coyotes recently. Council President Olstad said they would be willing to look into this further. Council member Larson asked how the archery range would relate to this topic. Ms. Nelson said adding an archery range had been brought up, if they would be amending the ordinance, staff was trying to plan ahead so it did not need to be done again. Council member Larson said it was a good idea to look at both. Council Vice-President Riopelle said the Park and Recreation Commission was looking into that, they were preparing the information, and had sponsors to help with the costs.

This item will be brought forward at a future meeting.

4. Discussion Setting Legislative Priorities for the Coalition of Greater Minnesota Cities Legislative Day – Reid Huttunen

Mr. Huttunen reminded the Council the Coalition Legislative Day was coming up on March 20th, Mayor Gander, Council President Olstad, and himself would be attending, and they needed to start setting up meetings. He said he listed some items, it would be best to limit it to three or four items, and asked for feedback so they are able to prepare a handout. Council member Olstad said the School Resource Officer is a main topic, local government aid (LGA) was another, and they could have a handout but mention a couple others. Council member Larson said many would have general support but would focus on LGA, bonding, and infrastructure for the Industrial Park which were three strong local issues. Council member Pokrzywinski said it was a non-budget year and asked if LGA would be a factor. Mr. Huttunen said the

tax committees were meeting, it might not be a top item this year, it was not a bad thing to mention, and it was a bonding year.

5. Discussion on City Council & Mayor Pay Rates – Tim Riopelle

Council Vice-President Riopelle said this was brought to his attention when negotiating with the labor unions, staff looked back and there had not been a change since at least 2008, and it could be later than that. Council member Vetter said Mr. Dick Grassel was the last one to bring this up. Council Vice-President Riopelle explained he was proposing council members would receive \$800 per month, the council president would receive \$1,000, and the Mayor would receive \$1,200 per month. He said they did not receive any benefits like other cities gave council members. He added they handle cost of living adjustments, salary and wages to conform with others, and suggested this was reviewed every five years. He said the number of meetings they attended in addition to council meetings with the boards and commissions they were on, as well as the amount of information they dealt with, so it was appropriate to make a change. Council member Vetter said always bothered him when the State and Federal legislators vote on their own raises and suggested having the citizens vote on the raise so it could be added on the ballot. Council Vice-President Riopelle said it was listed in the charter. Council President Olstad asked if they should make a change to the charter. Council member Vetter deferred the question to the city attorney. Council member Larson commented it was an awkward thing to vote on and suggested putting this in place following the next election which might motivate people to run for office. He said he would feel better about setting this up for the next council. Discussion followed about looking into this further to determine when the last salary increase was.

This item will be brought forward at a future meeting.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE FEBRUARY 27, 2024 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:27 P.M.

Voting Aye: Vetter, Pokrzywinski, Riopelle, Helms, Olstad, Larson, and Peterson.

Voting Nay: None.

Megan Nelson, City Clerk

Megan Nelson

From: noreply@civicplus.com
Sent: Sunday, January 14, 2024 4:41 PM
To: Megan Nelson; City Administration
Subject: [EXTERNAL]Online Form Submittal: Special Event Application

WARNING - this email is originated from outside the City of East Grand Forks email system. Do not click any link and do not open attachments unless you can confirm the sender.

Special Event Application

Please Submit 60 Days Prior to Event

This application and supporting information must be turned in 60 days prior to the event.

Organization Name	Red River Valley Catfish Club
Phone Number	7017395808
Address1	1640 KING CV
Email Address	braddurick@gmail.com
City	GRAND FORKS
State	ND
Zip	58201-8413
Applicant Name/Contact Person	Brad Durick
Email Address	braddurick@gmail.com
Phone Number	7017395808
Second Contact Person	Brad Durick
Email Address	braddurick@gmail.com
Phone Number	7017395808

(Sawyer Park)

Special Event Information

All applications will be reviewed by staff. Depending on the type of event, **staff may come back with additional requirements and cost estimates** for the event such as a security plan, medical plan, traffic plan, etc and will be based on what is required for the event to take place.

A clean up deposit may also be required and if the City does not need to take care of any of the clean up, the deposit will be returned once everything has been completed.

Event Title	Scheels Boundary Battle Catfish Tournament
Type of Event	Fishing Tournament
Date(s) and Time of Event	6/29/2024 5:00 AM - 6/29/2024 5:00 PM
Description/Narrative of the Event	<p>Scheels Boundary Battle Catfish Tournament is in its 10th year to be held at LaFave Park in East Grand Forks for the second day of the tournament and awards.</p> <p>Location is to be at the LaFave Park boat landing and surrounding parking. No street closures or extra services needed. 50 boats with 100 anglers, 10 person crew and 50-60 spectators for awards.</p>

Event Site Plan/Map	laFave park.JPG
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Power & Water Requests

All power and water requests must go through and be approved by the Water and Light Commission. **The Water and Light Commission may charge for labor and materials for event related activities.** Contact the Distribution Superintendent by calling (218) 773-0515 between 8am and 4:30pm or email alldsc@egf.mn for further instructions.

River Access	Yes
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If yes, complete the form	The Polk County Boat & Water Event Permit Application
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RESOLUTION NO. 24 – 03 - 25

A RESOLUTION DESIGNATING THE MAYOR’S APPOINTMENT TO THE EAST GRAND FORKS BOARD AND COMMISSIONS FOR 2024

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

WHEREAS, the Mayor appoints citizens to fill vacancies on various Boards and Commissions of the City of East Grand Forks each year; and

WHEREAS, These Boards and Commissions are important to the operation of the City due to the value of citizen input on recommendations that are forwarded to the City Council on many important issues.

THEREFORE BE IT RESOLVED, that the City Council of the City of East Grand Forks ratifies the following appointments of Mayor Steven Gander to the respective Board and/or Commission for the designated term:

ECONOMIC DEVELOPMENT AUTHORITY – Members (which includes two Council members) appointed by the Mayor, subject to approval by a majority of the City Council. Resolution #86-10-100. Six year terms.

<u>Members</u>	<u>Appointed</u>	<u>Expires</u>
Penny Stai (Replacing Diane Blair)	March 2024	12/31/29

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: March 5, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 5th day of March, 2024.

Mayor

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
• conducts lawful gambling on five or fewer days, and
• awards less than \$50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Sacred Heart Cathloic Community Previous Gambling Permit Number: X-X 60010
Minnesota Tax ID Number, if any: 41-0773774 Federal Employer ID Number (FEIN), if any: _____
Mailing Address: 200 3rd St. NW
City: East Grand Forks State: MN Zip: 56721 County: POLK
Name of Chief Executive Officer (CEO): Father Matt Schmitz
CEO Daytime Phone: 218-773-0877 CEO Email: mschmitz@sacredheartegf.net
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
 Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
 A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
 IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
 IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Sacred Heart Church & School
Physical Address (do not use P.O. box): 200 3rd St. NW
Check one:
 City: East Grand Forks Zip: 56721 County: Polk
 Township: _____ Zip: _____ County: _____
Date(s) of activity (for raffles, indicate the date of the drawing): May 3, 2024
Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

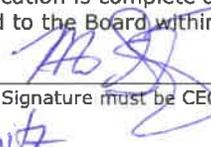
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 1/18/2024

(Signature must be CEO's signature; designee may not sign)

Print Name: Matt Schmitz

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on February 7, 2024, at 8:00 am in the City Council Chambers.

Present: Grinde, Beauchamp, Quirk (Interactive technology), Riopelle

Absent: None

Also present: Ron Galstad, Keith Mykleseth, Brian Johnson, Todd Grabanski, Steve Emery, Todd Forster, Brianna Feil, Jordan Midgarden, Corey Thompson, Karla Anderson, Tyler Tretter

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to approve the minutes of the previous regular meeting held on January 17, 2024.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,979,038.66.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to approve the quote recommendations from Widseth, as presented by Todd Forster, to purchase 11 Padmounted Distribution Transformers from RESCO in the amount of \$221,846.00.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to approve the quote recommendations from Widseth, as presented by Todd Forster, to purchase Underground Power and Communication Cable in the amount of \$44,166.76 from various suppliers, with the option for Todd Grabanski (Dept. Superintendent) to increase quantities for inventory, if necessary. The quote recommendations are as follows: DSG (*Superior Essex* - Fiber Optic 12-Conductor Single - Mode Cable) \$2,310.00 and (*King Wire* - 4/0-4/0-2/0 AWG AL. Type XLPE T-Plex) \$5,979.00; IRBY (*Okonite* - 4/0 AWG AL. 15kV URD EPR) \$31,350.00 and (*Alan Wire* - #4 Bare Copper Conductor) \$308.00; GRAYBAR (12/2 NM-B Copper Conductor) \$432.76; BSE (*Encore* - #12 GA.CU. 600V HMWPE Red Tracer Wire) \$3,787.00.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to authorize staff to notify Civil Service to advertise and begin the hiring process for a Water Treatment Plant Operator.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Quirk to approve permanent employment for Alyssa Kozel as the Billing Clerk / Cashier at Step 2 - \$31.67/hour, effective February 16, 2024.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Beauchamp to approve updating the Commercial & Industrial Rebate Structure to \$.035/kWh (or \$200/kW, if larger) for all future custom projects.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Beauchamp to adjourn at 8:33 am to the next regular meeting on February 21, 2024, at 8:00 am to be held in the City Council Chambers.
Voting Aye: Grinde, Beauchamp, Quirk, Riopelle
Voting Nay: None

Kristen Shipes
Commission Secretary

Request for Council Action

Date: 02/29/2024

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: Chief Michael Hedlund

RE: Request Approval to Order a 2025 Police Interceptor SUV

Background: The 2024 Police Department Capital Expense Budget has \$62,500.00 designated for the purchase and outfitting of one Police SUV. When we are nearing the delivery of this vehicle, we will determine which vehicle in our fleet most needs to be replaced. This vehicle will be a 2025 Ford Police Interceptor AWD SUV. We just recently received our 2023 SUV and Ford is only making a limited number of 2024 Police SUV's (these will be going to departments that ordered squads in 2023 but did not receive them) and they will be switching to the 2025 SUV later this year. Bid sheets just came out so getting our order placed promptly will help us to receive the new vehicle at an earlier time.

Budgetary Impact: Tenvoorde Ford has the State Bid for Police SUV's and we have completed the bid sheet for this vehicle. The total cost for the vehicle and our selected options is \$44,861.94. This price does not include the pricing for any needed striping, additional equipment, or the changeover from our existing squad. Those costs will be determined later.

Recommendation: Approve the Purchase of one 2025 Ford Police Interceptor AWD SUV.

Attachments:

1. Tenvoorde Ford Vehicle Quote

Request for Council Action

Date: March 5, 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: Bid Results – 2022 City Project No. 3 – Quiet Zone – Street & SW Improvements

Background:

At the February 13th Work Session, we had some discussion in regard to the bid we received for the Quiet Zone Project. At that time, we said we wanted to go back and have more discussion with BNSF and Sacred Heart School in regard to the bids received and the potential for any additional funding assistance with these two parties. Reid and I had a TEAMS Meeting with BNSF and they came back and said they could not provide any additional funding, however they did reach out to MNDOT and they have offered to contribute \$50,000.00 as an incentive for the closure of 3rd St NW.

Bids were received on February 7, 2024 for the above referenced project. We received a total of two (2) bids with the apparent low bid being from Opp Construction, LLC, Grand Forks, ND in the amount of \$1,051,314.50. The apparent low bid was approximately 29% above the Engineers Estimate of Cost.

February 29, 2024 update: City Administrator Reid Huttunen met with Sacred Heart on the proposed Quiet Zone project including the street and pedestrian improvements and required closure of 3rd St NW as part of this project. We have communicated to them that the 3rd St closure is a BNSF and MNDOT requirement of the Quiet Zone being adopted. Sacred Heart has shared concern for the loss of valuable parking spaces along Hill St and in the Griggs Park Trailhead parking lot. They don't believe students and staff will still park in these spaces and walk the sidewalk along Central Ave to the school. For these reasons, Sacred Heart stated they are not inclined to offer any funds to support the install of the quiet zone.

City Staff are reviewing space on 3rd St NW & 2nd St NW for potential striping of diagonal parking spaces, to allow for additional parking capacity, and will bring parking options and price proposals to Sacred Heart when it has those calculated.

Estimated Total Project Costs:

Construction:	\$1,051,314.50
Plans / Specs:	\$ 85,000.00
Staking / Inspection:	\$ 73,000.00
Contingencies (5%):	<u>\$ 52,565.73</u>
Subtotal Project Cost:	\$1,261,880.23
At Grade Crossing Surfaces	\$114,044.00 (Materials & Labor provided by BNSF)
Flagging Operations:	Labor provided and paid by BNSF
Total Project Cost:	\$1,375,924.23

Funding:

BNSF: \$156,203.00

MNDOT: \$58,000.00 (1/2 cost of Revise Signal System)

MNDOT: \$50,000.00

State Aid Construction Funds: \$200,000.00

State Aid Maintenance Funds: \$666,721.23

Storm Sewer Funds: \$85,000.00

Local Street Maintenance Funds: \$160,000.00

Total Funding: \$1,375,924.23

Recommendation:

Bids are good for 60 days from date of bid opening.

Enclosures:

Bid Tabulation

BID TABULATION
2022 CITY PROJECT NO. 3
QUIET ZONE - STREET & SIDEWALK IMPROVEMENTS
S.A.P 119-119-016
EAST GRAND FORKS, MN



2/7/2024

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate		OPP CONSTRUCTION		STRATA CORPORATION	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2021.501	Mobilization	LUMP SUM	1	\$ 45,000.00	\$ 45,000.00	\$ 152,000.00	\$ 152,000.00	\$ 114,000.00	\$ 114,000.00
2104.502	Remove Casting	EACH	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
2104.502	Remove Sign	EACH	9	\$ 200.00	\$ 1,800.00	\$ 55.00	\$ 495.00	\$ 27.50	\$ 247.50
2104.502	Salvage Sign	EACH	8	\$ 300.00	\$ 2,400.00	\$ 55.00	\$ 440.00	\$ 55.00	\$ 440.00
2104.503	Remove Curb & Gutter	LIN FT	783	\$ 14.00	\$ 10,962.00	\$ 16.00	\$ 12,528.00	\$ 35.00	\$ 27,405.00
2104.504	Remove Bituminous Pavement	SQ YD	852	\$ 20.00	\$ 17,040.00	\$ 24.00	\$ 20,448.00	\$ 22.00	\$ 18,744.00
2104.504	Remove Concrete Pavement	SQ YD	1432	\$ 20.00	\$ 28,640.00	\$ 24.00	\$ 34,368.00	\$ 32.00	\$ 45,824.00
2104.504	Remove Concrete Driveway Pavement	SQ YD	212	\$ 25.00	\$ 5,300.00	\$ 22.00	\$ 4,664.00	\$ 32.00	\$ 6,784.00
2104.518	Remove Concrete Sidewalk	SQ FT	2901	\$ 3.00	\$ 8,703.00	\$ 4.00	\$ 11,604.00	\$ 3.50	\$ 10,153.50
2211.507	Aggregate Base (CV) Class 5	CU YD	61	\$ 75.00	\$ 4,575.00	\$ 100.00	\$ 6,100.00	\$ 120.00	\$ 7,320.00
2301.504	Concrete Pavement 7.0"	SQ YD	274	\$ 100.00	\$ 27,400.00	\$ 126.00	\$ 34,524.00	\$ 138.75	\$ 38,017.50
2301.504	Concrete Pavement 8.0"	SQ YD	581	\$ 110.00	\$ 63,910.00	\$ 138.00	\$ 80,178.00	\$ 152.00	\$ 88,312.00
2301.604	Concrete Pavement (Special)	SQ YD	835	\$ 80.00	\$ 66,800.00	\$ 148.00	\$ 123,580.00	\$ 119.00	\$ 99,365.00
2360.504	Type SP 9.5 Wear Crs Mix (2;B) 2.0" THICK	SQ YD	714	\$ 22.00	\$ 15,708.00	\$ 34.00	\$ 24,276.00	\$ 45.00	\$ 32,130.00
2360.504	Type SP 9.5 Wear Crs Mix (2;B) 3.0" THICK	SQ YD	627	\$ 30.00	\$ 18,810.00	\$ 52.00	\$ 32,604.00	\$ 52.00	\$ 32,604.00
2360.504	Type SP 9.5 Wear Crs Mix (2;B) 4.0" THICK	SQ YD	50	\$ 50.00	\$ 2,500.00	\$ 190.00	\$ 9,500.00	\$ 105.00	\$ 5,250.00
2503.503	12" RC Pipe Sewer	LIN FT	133	\$ 110.00	\$ 14,630.00	\$ 160.00	\$ 21,280.00	\$ 265.00	\$ 35,245.00
2506.502	Adjust Frame & Ring Casting	EACH	1	\$ 500.00	\$ 500.00	\$ 460.00	\$ 460.00	\$ 1,800.00	\$ 1,800.00
2506.502	Casting Assembly	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 1,800.00	\$ 1,800.00
2506.602	Casting Assembly Special	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00	\$ 1,800.00	\$ 1,800.00
2506.502	Const Drainage Structure Design A	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
2506.502	Const Drainage Structure Design N	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 10,500.00	\$ 10,500.00	\$ 9,000.00	\$ 9,000.00
2521.518	4" Concrete Walk	SQ FT	4118	\$ 14.00	\$ 57,652.00	\$ 14.00	\$ 57,652.00	\$ 12.50	\$ 51,475.00
2521.518	6" Concrete Walk	SQ FT	932	\$ 16.00	\$ 14,912.00	\$ 24.00	\$ 22,368.00	\$ 23.50	\$ 21,902.00
2531.503	Concrete Curb & Gutter, Design B624	LIN FT	945	\$ 70.00	\$ 66,150.00	\$ 56.00	\$ 52,920.00	\$ 61.75	\$ 58,353.75
2531.504	8" Concrete Median	SQ YD	239	\$ 200.00	\$ 47,800.00	\$ 190.00	\$ 45,410.00	\$ 210.00	\$ 50,190.00
2531.618	Truncated Domes	SQ FT	103	\$ 90.00	\$ 9,270.00	\$ 100.00	\$ 10,300.00	\$ 110.00	\$ 11,330.00
2557.502	Pedestrian Gate	EACH	4	\$ 2,500.00	\$ 10,000.00	\$ 2,000.00	\$ 8,000.00	\$ 1,660.00	\$ 6,640.00
2557.502	Vehicular Gate - Double	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 3,400.00	\$ 6,800.00	\$ 3,295.00	\$ 6,590.00
2557.603	Chain Link Safety Fence	LIN FT	1525	\$ 65.00	\$ 99,125.00	\$ 38.00	\$ 57,950.00	\$ 37.40	\$ 57,035.00
2563.601	Traffic Control	LUMP SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 14,600.00	\$ 14,600.00	\$ 20,900.00	\$ 20,900.00
2565.616	Revise Signal System	SYS	1	\$ 64,000.00	\$ 64,000.00	\$ 116,000.00	\$ 116,000.00	\$ 223,750.00	\$ 223,750.00
2564.602	Furnish Type C Sign	EACH	27	\$ 400.00	\$ 10,800.00	\$ 310.00	\$ 8,370.00	\$ 291.50	\$ 7,870.50
2564.602	Install Sign	EACH	5	\$ 200.00	\$ 1,000.00	\$ 190.00	\$ 950.00	\$ 215.00	\$ 1,075.00
2573.502	Storm Drain Inlet Protection	EACH	9	\$ 200.00	\$ 1,800.00	\$ 300.00	\$ 2,700.00	\$ 300.00	\$ 2,700.00
2574.507	Common Topsoil Borrow	CU YD	103	\$ 65.00	\$ 6,695.00	\$ 72.00	\$ 7,416.00	\$ 90.00	\$ 9,270.00
2575.604	Site Restoration	SQ YD	1799	\$ 10.00	\$ 17,990.00	\$ 14.00	\$ 25,186.00	\$ 15.40	\$ 27,704.60
2582.503	24" Solid Line Paint	LIN FT	223	\$ 25.00	\$ 5,575.00	\$ 12.00	\$ 2,676.00	\$ 11.00	\$ 2,453.00
2582.503	4" Dble Solid Line Paint	LIN FT	52	\$ 10.00	\$ 520.00	\$ 5.00	\$ 260.00	\$ 4.40	\$ 228.80
2582.503	4" Solid Line Paint	LIN FT	155	\$ 6.00	\$ 930.00	\$ 2.50	\$ 387.50	\$ 2.20	\$ 341.00
2582.518	Pavt Mssg Paint	SQ FT	287	\$ 17.00	\$ 4,879.00	\$ 12.00	\$ 3,444.00	\$ 11.00	\$ 3,157.00
2582.518	Crosswalk Paint	SQ FT	492	\$ 36.00	\$ 17,712.00	\$ 28.00	\$ 13,776.00	\$ 27.50	\$ 13,530.00
	TOTAL BID				\$ 814,988.00		\$ 1,051,314.50		\$ 1,163,737.15

RESOLUTION NO. 24 – 03 - 26

RESOLUTION ACCEPTING BID AND AWARDING PROJECT FOR 2022 CITY PROJECT NO. 3 – QUIET ZONE/STREET & SIDEWALK IMPROVEMENTS

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

WHEREAS, the City Engineer advertised for bids for the 2022 City Project No. 3 for the Quiet Zone/Street & Sidewalk Improvements; and

WHEREAS, bids were opened on February 7th and two bids were received; and

WHEREAS, the lowest bid received was 29% above the City Engineer’s estimate of cost; and

WHEREAS, it appears that Opp Construction is the lowest responsible bidder with a price of \$1,051,314.50; and

NOW THEREFORE, BE IT RESOLVED, the City Council of East Grand Forks:

1. Accepts and awards the bid for the 2022 City Project No. 3 to Opp Construction.
2. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Opp Construction in the name of the City of East Grand Forks for the 2022 City Project No. 3 – Quiet Zone/Street & Sidewalk Improvements according to the plans and specifications therefore approved by the City Council and on file in the administration office.

3. The estimated project costs are as follows:

Construction	\$1,051,314.50
Plans/Specifications	\$85,000.00
Staking/Inspection	\$73,000.00
Contingencies (5%)	\$52,565.73
At Grade Crossing Surfaces – Materials & Labor provided by BNSF	\$114,044.00
Flagging Operations	Provided by BNSF
Total Project Cost:	\$1,375,924.23

4. This project will be paid out of the following funds:

BNSF	\$156,203.00
MNDOT (1/2 of Signal System)	\$58,000.00
MNDOT	\$50,000.00
State Aid Construction Funds	\$200,000.00
State Aid Maintenance Funds	\$666,721.23
Storm Sewer Funds	\$85,000.00
Local Street Maintenance Funds	\$160,000.00
Funding Total:	\$1,375,924.23

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: March 5, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 5th of March, 2024.

Mayor

Request for Council Action

Date: 2/27/2024

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: Jeremy King – Parks and Recreation

RE: Red River State Recreation Area - MNDNR Joint Powers Agreement

Background:

In April 2021, the City of East Grand Forks and the Minnesota Department of Natural Resources (MNDNR) extended the Joint Power Agreement for the Red River State Recreation Area, which ended on December 31, 2023. The MNDNR is now proposing a new 4-year agreement, closely resembling prior agreements.

In 2023, the RRSRA opened on May 19th (3 weeks late due to flooding) and closed on November 6th. They had 11,300 reservations, which is only 388 off the record set in 2018. Also, 2024 commemorates the 20-year milestone since the opening of the RRSRA.

Budget Impact.

Annual revenue is split 50/50 between the City and MNDNR
Net Operating Income in 2022 after split was \$10,432.67

Recommendation:

Approve the proposed agreement and continue the partnership with MNDNR

Enclosures:

1. Newly proposed four-year contract extension
2. Expired Joint Powers Agreement from 2023
3. 2022 Year End Final Expenses



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: _____

This Agreement is between the State of Minnesota, acting through its Natural Resources, Division of Parks and Trails (“State”) and City of East Grand Forks (“City”).

Recitals

Under Minnesota Statutes § 84.026 and § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of staff to provide operations and maintenance support for the Red River State Recreation Area.

Agreement

1. Term of Agreement

- 1.1 Effective Date: **April 1, 2024**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: **December 31, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The City of East Grand Forks, the “City” and the Minnesota Department of Natural Resources, Division of Parks and Trails “State” will cooperatively manage the Red River State Recreation Area. Management of the recreation area will comply with the standards and procedures listed below:

2.1 Management:

- 2.1.1 **Management Team:** The Management Team will include the City’s Recreation Director and the State’s ~~Park~~ Park Manager and District 2 Recreation Operations Supervisor.
- 2.1.2 **Supervision:** The Park Manager will be the State’s primary contact for daily ~~maintenance and operations for the recreation area~~. The Park Manager will collaborate with and cooperatively manage the recreation area with the City’s Recreation Director. Employment and Supervision of the Park Manager may reside with the City or the State as negotiated.
- 2.1.3 **Operations Oversight:** The State’s District 2 Recreation Operations Supervisor will be responsible for the oversight of the recreation area operations. ~~He/she~~ They will work with the Park Manager and the City’s Recreation Director to implement the annual operations plan and budget, to ensure consistency with DNR policies and procedures and to resolve issues.

2.2 Operations:

- 2.2.1 **Operation Review:** Quarterly, the State will meet with the City to review issues and to inspect the grounds, structures and equipment to assure the level of maintenance and operations is meeting state park standards.
- 2.2.2 **Reports:** The State and the City will collaborate to provide annual reports that identifies, in detail, all expenditures and revenues collected, enforcement activities and unit accomplishments.
- 2.2.3 **Documents and Files:** Appropriate documents will be maintained by staff for the recreation area. When an accident happens, an incident report will be filled out and appropriate documentation made. Time sheets will be maintained on all employees and receipts kept on any expenditures. All files, reports and correspondence generated in regards to operating and maintaining the Red River State Recreation Area are the property of the State.
- 2.2.4 **Records for Payment:** The City will maintain records of all expenditures for the operation and maintenance of the Red River State Recreation Area.
- 2.2.5 **Standards:** The Division of Parks and Trails has standards for mowing, garbage collection, cleaning, litter removal, and maintenance that will be required for the city to meet in the management and operations of the Red River State Recreation Area.
- 2.2.6 **Nature Store Operations, Firewood and Ice:** Nature Store merchandise, firewood, and ice will be acquired and sold in accordance with Division of Parks and Trails guidelines and procedures. Purchases of merchandise, wood, and ice shall be approved by the park manager and shall not be charged against the agreed upon payment to the City for the maintenance and operation of the recreation area. Receipts for sale of merchandise, firewood and ice will be revenue of the State and deposited in the appropriate account.
- 2.2.7 **Inventory Control:** Inventory of all merchandise and equipment will be documented at the state of the season and audited at closing. The City and State staff will do this inventory control together.
- 2.2.8 **Equipment:** All equipment that is part of the Department of Natural Resources (DNR) fleet program will be paid directly by the State and considered part of the approved budget for the operations of the unit. All equipment logs will be kept up to date for audit purposes.
- 2.2.9 **Fleet and Equipment Utilization:** The State and the City shall agree upon equipment to be used in the maintenance and operation of the recreation area. If the equipment used is the property of the state, the City will operate equipment in accordance with procedures stated in the DNR fleet policy and will pay standard fleet charges to the Department of Natural Resources Fleet program. In return, these charges may be reimbursed as costs for the operation of the unit under the operating agreement with DNR Parks and Trails. If the equipment used is property of the City, the City may bill that use to DNR as a cost of operating the unit. Those billings will be part of the acceptable expenses for which the City will receive payments, up to the amount approved in the annual budget. Use rates for City equipment will be determined by using the DNR fleet charges for like equipment.
- 2.2.10 **Project Funds:** The Red River State Recreation Area shall be eligible for project funding (Nature Store funds, bonding and other sources) in the same manner as other parks and recreation

areas are eligible for them. The City, through its Recreation Director and the State, through its Park Manager will collaborate to submit project proposals. Projects will be submitted through the Division of Parks and Trails District Supervisor where they will be evaluated and prioritized for funding. Funded projects will be in addition to, and not count against, the agreed upon payment to the City for the maintenance and operation of the recreation area.

- 2.2.11 **Seasonal Staff:** The City and/or the State will hire the seasonal staff needed to operate and maintain the recreation area. If requested by the State or the City, the Park Manager will be involved in the interviews and selection of the seasonal staff. Staff will conduct themselves professionally and will comply with the DNR Uniform Policy.
- 2.2.12 **Training:** Staff will be trained by both the State and the City. State parks will train staff in the reservation system, point of sale, rules and regulations, reporting, guidelines and procedures. Staff will attend State Parks and Trails spring training. The City will be responsible for additional training such as safety procedures, equipment, grounds, and facility maintenance. Training requirements and completion list for employees will be developed cooperatively between the State and the City.
- 2.2.13 **Liability for volunteers:** The City may recruit and utilize volunteers for duties of the recreation area, at their discretion. Volunteers working at the recreation area, who have completed the DNR volunteer form and been approved by DNR, will be DNR volunteers and DNR will be responsible for worker's compensation and liability related to their use, as long as they are working at tasks and under conditions that are approved. Volunteers that have not completed DNR forms and who have not been approved by DNR, or are working at tasks or in conditions that have not been approved by DNR, shall be considered as volunteers for the City.
- 2.2.14 **Hours of Operation:** The recreation area will be open from 8:00 a.m. to 10:00 p.m. each day. Office hours and staffing levels will be identified as part of the annual budget and staffing plan. The operating season will be identified as part of the annual budget and staffing plan. The City will monitor the unit during the off-season, reporting any problems to the department.
- 2.2.15 **Rules and Regulations:** The recreation area will be managed in accordance with the rules and regulations for state parks Chapter 6100.0100 to 6100.2400. Additional restrictions may be added to meet City ordinances and laws.
- 2.2.16 **Fees and Permits:** The state park vehicle permits will be required as per M.S. 85.053. All fees and sales must comply with state park procedures and guidelines and be approved by the State. All sales and money must be deposited according to operational procedures and will be audited by the State at the end of the season and periodically throughout the season. All money collected is the revenue of the State of Minnesota.
- 2.2.17 **Special Events:** Special events will follow the Department of Natural Resources' special event policy and guidelines. All special events need to be approved by the State.
- 2.2.18 **Public Involvement:** The City and the State will coordinate with the community on representing the Red River State Recreation Area during special events, Friends of the Greenway meetings and at the Greenway Recreation Technical meetings.

2.2.19 **Natural Disasters:** The costs of large-scale damage from flooding, wind storms and other natural disasters will be funded separately from the maintenance and operation funds paid to the City for the Red River State Recreation Area. Damage assessment and repair will be the responsibility of State unless otherwise agreed to by the City and DNR. Repairs of disaster damages, which the City may wish to accomplish on behalf of DNR, must be approved by DNR prior to being done.

2.2.20 **Accessibility:** Structural and nonstructural facilities and program must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>

Documents (both electronic and hardcopy) to be reimbursed under the terms of this contract shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the website of the Office of Accessibility Minnesota IT Services (<http://mn.gov/mnit/about-mnit/accessibility/>)

2.3 Annual Operations Plan and Operating Budget

2.3.1 The management team will develop the annual operations plan and budget by November 30th of each year.

2.3.2 The annual operations plan and operating budget will be reviewed and approved by the joint powers agreement authorized representatives for the City and the State by December 31st of each year.

2.3.3 The annual operations plan will identify the services and seasons to be provided at the recreation area. It will include maintenance and customer service standards and staffing levels. In addition, this plan will identify staff reportability.

2.3.4 The operating budget will include expenses for the operation and maintenance of the recreation area including, but not limited to staffing, equipment, utilities, services and repairs. The budget will include administrative and technical support provided by the State and the City.

2.3.4.1 The budget will identify expenses to be paid by the City and by the State.

2.3.4.2 All budgeted expenses will be reviewed during quarterly operations review and reconciled at the annual budget review.

2.3.5 The budget will include administrative and technical support provided by the State and the City.

2.3.5.1 State Expenses:

2.3.5.1.1 Department support including information technology, communications and outreach, business office and human resources, training, and safety.

Departmental support charges will be calculated at 7 percent of previous year total revenue.

2.3.5.1.2 Facility management assessment (FMA) charges will be based on actual charges assessed for building square footage. FMA fees cover the cost of maintenance, repair and rehabilitation of buildings.

2.3.5.1.3 Division support including central office and regional office support such as interpretation, resource management, supervision, communications and outreach, marketing, reservation system and revenue reporting and auditing. Division support charges will be calculated at 3 percent of previous year total revenue.

2.3.5.1.4 Park manager salary – actual cost based on documented payroll expenses (wages, benefits, unemployment compensation).

2.3.5.2 City administrative support expenses that directly support operations and maintenance of the recreation area will be calculated as 10 percent of expenses paid by the City.

2.3.6 Expenses not included in the annual operating budget approved by the State and City during annual budget development (Section 2.3.4 & 2.3.5); must be reviewed and approved in writing by both parties before being authorized expenses.

3. Payment

3.1 Expenditure Reimbursement. The State agrees to reimburse the City for the operations and maintenance services provided for the operation of the Red River State Recreation Area based on the operating budget as defined in Section 2.3. The payments will be made in three installments.

3.1.1 The first payment, not to exceed \$50,000, will be made on June 30 of each year.

3.1.2 The second payment, not to exceed \$50,000 will be paid on July 30, of each year.

3.1.3 The third payment will be paid on or before December 31 of each year. The final payment will be for the balance due for operations and maintenance services provided. All payments must be supported by actual expenditures equal to the amount requested in the reimbursement.

3.2 Revenue Sharing. The State agrees to pay the City fifty (50) percent of the net operating revenue.

3.2.1 Revenue collection and reporting will be completed using the State's reservation and point of sale system.

3.2.2 Net operating revenue is calculated by subtracting operating budget expenses from eligible revenues.

3.2.2.1 The following fees collected at the recreation area are considered eligible for the purpose of determining revenue sharing: camping fees, camping service

charges (electricity, sewer, water); picnic shelter rental fees, daily entrance permit fees, 1 percent of annual entrance permit fees. The percentage of annual entrance fees considered eligible represents the amount the fees represent of the total fees collected by the Division of Parks and Trails.

3.2.2.2 The following fees collected at the recreation area are not considered eligible for the purposes of determining revenue sharing except as listed above: annual entrance permit fees, sales tax, reservation fees, firewood and ice fees, and gift card and souvenir revenue and any other miscellaneous fees.

The total obligation of the State under this Agreement will not exceed \$1,250,000. ~~\$750,000.~~

4. Authorized Representatives

The State's Authorized Representative is Ben Bergey, Northwest Regional Manager Parks and Trails, 2115 Birchmont Beach Road NE, Bemidji, MN 56601; 218-308-2652, or his/her successor.

The City's Authorized Representative is Reid Huttunen, City Administrator City of East Grand Forks, 600 Demers Avenue, East Grand Forks, MN 56721, 218-773-2483, or his/her successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 **Assignment.** The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This Agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the City, the City's reseller, any third party that has a business relationship with the City, or City's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal

remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The City and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the City or the State.

If the City receives a request to release the data referred to in this clause, the City must immediately notify and consult with the State's Authorized Representative as to how the City should respond to the request. The City's response to the request shall comply with applicable law.

9. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract.

9.1 Obligations.

9.1.1. Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

9.1.2 Representation. The Sponsor must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. The sponsor will indemnify, defend, to the extent permitted by the Attorney General and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works and Documents infringe upon the intellectual property rights of others. The Sponsor will be responsible for

payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Sponsor's or the State's opinion is likely to arise, the Sponsor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

10. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination

11.1 **Termination.** The State or the City may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

11.2 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

12. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the City certifies that as of the date of services performed on behalf of the State, City and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The City is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

13. Invasive Species Prevention.

Grantees and subcontractors must follow Minnesota DNR’s Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Operational Order 113 is incorporated into this contract by reference. Duties are listed in Op Order 113 under Sections II and III (p. 5-8). The Grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

14. Pollinator Best Management Practices.

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version.](#)

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____
Signature: _____
Title: _____ Date: _____
SWIFT Contract No. _____

2. Governmental Unit

Print Name: _____
Signature: _____
Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____
Signature: _____
Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____
Signature: _____
Title: _____ Date: _____
Admin ID: _____

10/5/2023

Payments to City of East Grand Forks CY 2022			Amount
Total Approved Expenses Paid by City			\$ 237,196.66
June 2022 Payment			\$ 50,000.00
July 2022 Payment			\$ 50,000.00
Final Maintenance Payment Due for CY 2022			\$ 137,196.66
Revenue Sharing:			
Eligible Revenues		\$ 339,407.90	
DNR Expenses		\$ 81,345.90	
City of East Grand Forks Expenses		\$ 237,196.66	
Net Operating Income		\$ 20,865.34	
CY2022 50% Revenue Sharing			\$ 10,432.67
Final Payment Due for CY2022 Agreement (includes final maintenance amount)			\$ 147,629.33

Permits		2022 Revenue	Eligible 2022 Revenue
Annual Regular Vehicle Permits	1% of Total	\$ 30,490.00	\$ 304.90
Annual Additional Vehicle Permits			
Annual Special Vehicle Permits			
Annual Motorcycle Vehicle Permits			
Daily Regular	100% of Total	\$ 10,459.00	\$ 10,459.00
Camping Fees	100% of Total	\$ 328,644.00	\$ 328,644.00
Picnic Shelter Rental	100% of Total	\$ -	\$ -
Gift card sales (net)		Not Included In Split	0
Firewood/Ice		Not Included In Split	0
Retail Merchandise		Not Included In Split	0
Over/Under		Not Included In Split	0
Reservation Revenue		Not Included In Split	0
Sales Tax		Not Included In Split	0
Total Revenue		\$ 369,593.00	\$ 339,407.90

DNR Department Support:			FY 2013 Expenses
Building Maintenance Fees (FY17)			\$ 9,441.38
Office of Management & Budget (.33%)			\$ 5,042.00
Communication and Outreach (1%)			\$ 7,343.00
Management Information Systems			\$ 3,817.00
Computer/network Replacement (2 computers)			\$ 624.00
Division Support:			
Central Office St. Paul (.50%)			\$ 7,452.00
Region Office (.50%)			\$ 3,145.00
Tourism Contract (1%)			\$ 700.00
Total			\$ 37,564.38

Expenses Paid by DNR			CY 2022 Expenses
Utility Services - Paid to EGF			\$ 33,651.30
MN IT - Communication Services (Phones/ Internet)			\$ 1,329.48
Fleet - Equipment Services (Vehicles)			\$ 7,887.04
Security system monitoring			\$ 649.94
Misc (vinyl numbers, bike repair kit)			\$ 263.76
Total			\$ 43,781.52
Total 2022 Expenses Paid by DNR			\$ 81,345.90

Red River Recreation Area Budget - City of East Grand Forks

Based on CY
2022 final
expenses

Salaries & Wages PT	\$ 88,361.06
Salary and Wages	\$ 4,977.08
Overtime PT	\$ 9,545.20
PERA Contributions	\$ 4,118.09
FICA Contributions	\$ 7,851.79
Insurance Contribution	\$ 4,930.86
Unemployment Benefits	\$ 8,665.03
General Supplies	\$ 4,905.74
Communications	\$ 350.00
Travel Expenses	\$ 315.42
Utilities	\$ 1,399.30
Repair & Maintenance	\$ 78,629.76
Custodial Services	\$ -
Miscellaneous	\$ 1,584.00
Improvements	\$ -
Dock Placement	\$ -
Equipment	\$ -
Subtotal	\$ 215,633.33
City Administrative Fees (10%)	\$ 21,563.33
Total 2022 Expenses Paid by City of East Grand Forks	\$ 237,196.66

These have used the FY 2013 Fees for 6 years.

Needs updating soon.

Facilities maintenance assessment charges on buildings Sq. Ft. .
Business Office, Records, Accounting, and Human Resources
Information Office, Social Media, Publications, News Releases.
Technology, Software, Program Support
Computer Hardware

Planning, Interpretation, Archeology
Bill Paying, Revenue, Office Support, GIS,
Paid to Explore Minneosta
Same as 2019

Request for Council Action

Date: March 5, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Vice-President Tim Riopelle; Council members Clarence Vetter, Dale Helms, Brian Larson, Tim Johnson, and Marc DeMers.

Cc: File

From: Reid Huttunen and Nancy Ellis

RE: Request to enter into 5 year multi-building service agreement with Johnson Controls

Background:

Through the 2023 budgeting process, it was identified that many departments have individual service contracts with Johnson Controls for HVAC Systems in their facilities. Ms. Ellis approached Johnson Controls to see if forming a bundled services contract could create additional savings.

Johnson Controls has proposed a 5-year service contract agreement, offering a 15% annual discount on service contracts.

Year 1 contract total is \$44,144.00, plus we've added Alternate #2, prepaying 40 hours of Technical Labor service work for an additional \$7,840.00.

Total Year One contract fee is \$51,984.00

This total will be split appropriately to the city buildings included in the service contract, as detailed on page 20 of the JCI proposed contract.

Budget Impact:

Department and Facility budgets have the necessary funds in their Repairs & Maintenance budget lines.

Recommendation:

Approve the Five Year Planned Service Agreement with Johnson Controls as proposed and accepting Alternate #2 for the additional 40 hours of Technical Labor services.

Enclosure:

Johnson Controls PSA proposal

Johnson Controls Planned Service Proposal

Prepared for CITY OF EAST GRAND FORKS

Customer
CITY OF EAST GRAND FORKS

Local Johnson Controls Office
2320 N. 12TH ST.
FARGO, ND 58102

Agreement Start Date:
03/01/2024

Proposal Date
12/18/2023

Estimate No:
1-107RM3GM



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive Summary

Planned service proposal for **CITY OF EAST GRAND FORKS**

Dear Reid Huttunen,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 5 Years starting 03/01/2024 and ending 02/28/2029.
- The agreement price for first year is \$44,144.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

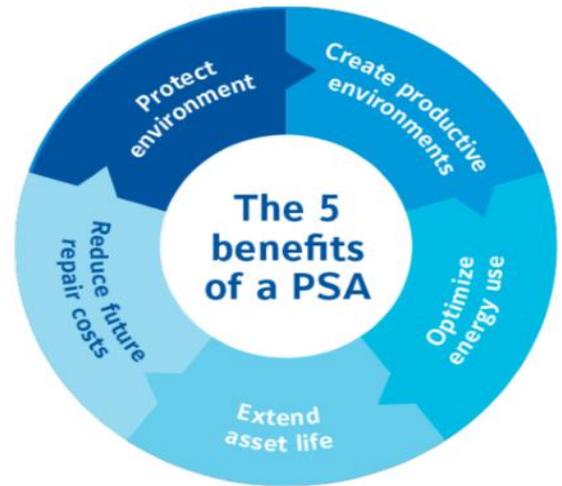
Nick Thomes
Owner Direct – Account Executive
(763) 923-9170
Nicholas.john.thomes@jci.com

The power behind your mission

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. **Identify Energy Savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our Partnership

Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service Delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind your mission

Planned Service Agreement

Customer Name : CITY OF EAST GRAND FORKS
Address: 600 DEMERS AVE. EAST GRAND FORKS, MN 56721
Proposal Date: 12/18/2023
Estimate #: 1-1O7RM3GM

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 03/01/2024 and will continue until 02/28/2029 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$44,144.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Year	Total Annual Dollar Amount	Payment Frequency
Year 1	\$44,144.00*	Annually
Year 2	\$45,468.00*	Annually
Year 3	\$46,832.00*	Annually
Year 4	\$48,237.00*	Annually
Year 5	\$49,684.00*	Annually

****ALTERNATES TO THIS PROPOSAL ARE GIVEN ON PAGE(S) 19&20.**

Invoices will be sent to the following location: CITY OF EAST GRAND FORKS
 600 DEMERS AVE
 EAST GRAND FORKS, MN 56721

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

No: This signed contract satisfies requirement

YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

YES: E-mail address to be used :

No: Please submit invoices via mail

No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

Johnson Controls Inc. (JCI)

City of East Grand Forks

JCI Signature:

Customer Signature:

Title:

Date:

Title:

Date:

Johnson Controls **Planned Service Proposal**
 Prepared for **CITY OF EAST GRAND FORKS**

CITY OF EAST GRAND FORKS – CITY HALL	EAST GRAND FORKS, MN 56721
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Exhaust Fans

Quantity: 3
 Coverage Level: Basic
 Equipment: Fan
 Style: Exhaust Fan
 Type: Roof Mounted
 Size: 0-5 HP

Services Provided
 1 Operational
 1 Belt Change

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
EF-1	Greenheck	GB-80-4	2001
EF2&3	Greenheck	GB-90-4	2001

Pumps

Quantity: 2
 Coverage Level: Basic
 Equipment: Pump
 Style: Circulating
 Type: 0-10 HP
 Size: NA

Services Provided
 1 Comprehensive

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>	<u>Serial #</u>
P-1	Bell & Gossett	LR-15	2001	
P-2	Bell & Gossett	PL-30	2001	

Roof- Top Unit

Quantity: 3
 Coverage Level: Basic
 Equipment: Roof Top Unit (RTU)
 Style: Cooling/Gas Heating
 Type: with Economizer
 Size: 25.5-60 Tons

Services Provided
 1 Condenser Coil Cleaning
 4 Quarterly Filter Change
 1 Cooling Comprehensive
 1 Operational
 1 Gas Heating Comprehensive
 1 Belt Change

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>	<u>Serial #</u>
RTU1&3	York	-	2018	
RTU-2	York	-	2018	

Cabinet Unit Heater

Quantity: 7
 Coverage Level: Basic
 Equipment: Unit Heater
 Style: Cabinet
 Type: <300000 BTU
 Size: NA

Services Provided
 1 Operational

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>	<u>Serial #</u>
CUH1-7	Trane	FFHB 030	2001	

Unit Heater

Quantity: 2
 Coverage Level: Basic
 Equipment: Unit Heater
 Style: Electric
 Type: <300000 BTU
 Size: NA

Services Provided
 1 Operational

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>	<u>Serial #</u>
UH1&2	Trane	UHEC-05	2001	

Johnson Controls **Planned Service Proposal**
 Prepared for **CITY OF EAST GRAND FORKS**

CITY OF EAST GRAND FORKS – SENIOR CENTER	EAST GRAND FORKS, MN 56721
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Roof Top Units

Quantity: 1
 Coverage Level: Basic
 Equipment: Roof Top Unit (RTU)
 Style: Heat/ Cool
 Type: DX w/ NG
 Size: 2-5 Tons

JCI:

Services Provided

- 1 A/C Start Up
- 1 Condenser Coil Cleaning
- 2 Heating Season Comprehensive Inspection
- 2 Semi-Annual Filter Changes
- 1 Annual Belt Change

OWNER:

- 1 Visual Inspections

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
RTU-1	York	-	-

Furnace

Quantity: 2
 Coverage Level: Basic
 Equipment: Furnace
 Style: Forced-Air
 Type: Furnace
 Size: -

Services Provided

- 1 Comprehensive Inspection
- 1 Operational Inspection
- 1 Filter Change

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
F-1	-	-	-

Condensing Units

Quantity: 2
 Coverage Level: Basic
 Equipment: Condensing Unit
 Style: DX
 Type: Air-Cooled
 Size: Various

JCI:

Services Visits

- 1 Comprehensive Inspection
- 1 Condenser Coil Cleaning

OWNER:

- Visual Inspections

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
ACCU-1&2	Goodman	-	-

CITY OF EAST GRAND FORKS – CAMPBELL LIBRARY	EAST GRAND FORKS, MN 56721
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Air Handling Unit

Quantity: 1
 Coverage Level: Basic
 Equipment: Air-Handling Unit (AHU)
 Style: Heat/ Cool
 Type: Mixed Air
 Size: NA

JCI:
Services Provided
 1 Operational Inspection
 1 Comprehensive Inspection
 3 Three Filter Changes
 1 Annual Belt Change

OWNER:
 1 Visual Inspections

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
AHU-1	-	-	-

Condensing Units

Quantity: 1
 Coverage Level: Basic
 Equipment: Condensing Unit
 Style: DX
 Type: Air-Cooled Scroll
 Size: 10-40 Tons

JCI:
Services Visits
 1 Comprehensive Inspection
 1 Condenser Coil Cleaning

OWNER:
 - Visual Inspections

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
ACCU-1	-	-	-

Boiler

Quantity: 5
 Coverage Level: Basic
 Equipment: Boiler
 Style: -
 Type: Gas-Fired
 Size: -

Services Provided
 1 Comprehensive Inspection
 1 Operational Inspection
 1 Combustion Analysis

OWNER:
 - Visual Inspections

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
B-1,2,3,4,5	-	-	-

Pumps

Quantity: 2
 Coverage Level: Basic
 Equipment: Pump
 Style: Hot-Water
 Type: 0-10 HP
 Size: NA

Services Provided
 1 Comprehensive Inspection
 Includes Laser Alignment

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
P-1&2	-	-	-

CITY OF EAST GRAND FORKS – WATER & LIGHT	EAST GRAND FORKS, ND 58202
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Roof Top Units (RTU)

Quantity: 2
 Coverage Level: Basic
 Equipment: Roof Top Unit (RTU)
 Style: Heat/ Cool
 Type: DX w/ NG
 Size: 6-20 Tons

JCI:

Services Provided

- 1 A/C Start Up
- 1 Condenser Coil Cleaning
- 2 Semi-Annual Filter Changes
- 1 Annual Belt Change
- 1 Heating Season Comprehensive Inspection

OWNER:

- 1 Visual Inspections

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
RTU-1	Greenheck	RV-45-20	2021
RTU-2	Aaon	RN-0006	2021

Split System (Includes Furnace & Condensing Unit)

Quantity: 1
 Coverage Level: Basic
 Equipment: Split System
 Style: -
 Type: 0-10 T
 Size: NA

JCI:

Services Visits

- 1 Comprehensive Inspection
- 1 Condenser Coil Cleaning

OWNER:

- N/a

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
F-1	York	TME9E060	2021
ACCU-1	York	YCD18B22S	2021

Unit Heaters

Quantity: 5
 Coverage Level: Basic
 Equipment: Unit Heaters
 Style: -
 Type: Natural Gas
 Size: NA

JCI:

Services Visits

- 1 Comprehensive Inspection

OWNER:

- N/a

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
UH	-	PKA/PUY-A18	-

CITY OF EAST GRAND FORKS – VFW ARENA	EAST GRAND FORKS, MN 56721
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Air-Handling Unit

Quantity: 1
 Coverage Level: Basic
 Equipment: Air-Handling Unit (AHU)
 Style: -
 Type: DX Cooling/ HW Heat
 Size: <10,000cfm

Services Provided

1 Comprehensive Inspection
 1 Operational Inspection
 1 Filter Change

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
AHU-1	-	-	-

Condensing Unit

Quantity: 1
 Coverage Level: Basic
 Equipment: Condensing Unit
 Style: -
 Type: DX Cooling
 Size: <5T

Services Provided

1 Operational Inspection
 1 Comprehensive Inspection
 1 Condenser Coil Cleaning

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
ACCU-1	-	-	-

Boiler

Quantity: 1
 Coverage Level: Basic
 Equipment: Boiler
 Style: -
 Type: Gas-Fired
 Size: -

Services Provided

1 Comprehensive Inspection
 1 Operational Inspection
 1 Combustion Analysis

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
B-1	Thermal Solutions	-	2019

Furnace

Quantity: 1
 Coverage Level: Basic
 Equipment: Furnace
 Style: Forced-Air
 Type: Furnace
 Size: -

Services Provided

1 Comprehensive Inspection
 1 Operational Inspection
 1 Filter Change

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
F-1	-	-	-

CITY OF EAST GRAND FORKS – SUNSHINE TERRACE	EAST GRAND FORKS, MN 56721
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Make-Up Air Units

Quantity: 2
 Coverage Level: Basic
 Equipment: Make-Up Air Unit (MAU)
 Style: -
 Type: 100% Outdoor Air
 Size: <10,000cfm

Services Provided

1 Comprehensive Inspection
 1 Operational Inspection
 1 Semi-Annual Filter Change

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
MAU-1&2	McQuay	CAH010	-

Boiler

Quantity: 3
 Coverage Level: Basic
 Equipment: Boiler
 Style: -
 Type: Gas-Fired
 Size: -

Services Provided

1 Comprehensive Inspection
 1 Operational Inspection
 1 Combustion Analysis

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
B-1,2,3	Thermal Solutions	EVH-750	2001

Pumps

Quantity: 9
 Coverage Level: Basic
 Equipment: Pump
 Style: Circulating, Hot-Water & Domestic
 Type: 0-10 HP
 Size: NA

Services Provided

1 Comprehensive Inspection
 Includes Laser Alignment

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
P-1&2	Bell & Gossett	2-1/2 AB	2001
P-3,4,5,6,7,8	Bell & Gossett	2A, 2AA	2001
P-9	Bell & Gossett	60-H	2001

CITY OF EAST GRAND FORKS – PUBLIC WORKS	EAST GRAND FORKS, MN 56721
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Air-Handling Unit			
Quantity:	1	Services Provided	
Coverage Level:	Basic	1	Comprehensive Inspection
Equipment:	Air-Handling Unit (AHU)	1	Operational Inspection
Style:	-	1	Filter Change
Type:	DX Cooling/ HW Heat		
Size:	<10,000cfm		
<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
AHU-1	-	-	-

Condensing Unit			
Quantity:	1	Services Provided	
Coverage Level:	Basic	1	Operational Inspection
Equipment:	Condensing Unit	1	Comprehensive Inspection
Style:	-	1	Condenser Coil Cleaning
Type:	DX Cooling		
Size:	<5T		
<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
ACCU-1	-	-	-

Boiler			
Quantity:	2	Services Provided	
Coverage Level:	Basic	1	Comprehensive Inspection
Equipment:	Boiler	1	Operational Inspection
Style:	-	1	Combustion Analysis
Type:	Gas-Fired		
Size:	-		
<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
B-1&2	Thermal Solutions	APX	2019

Make-Up Air Units			
Quantity:	2	Services Provided	
Coverage Level:	Basic	1	Comprehensive Inspection
Equipment:	Make-Up Air Unit (MAU)	1	Operational Inspection
Style:	-	1	Semi-Annual Filter Change
Type:	100% Outdoor Air		
Size:	<10,000cfm		
<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
MAU-1&2	-	-	-

CITY OF EAST GRAND FORKS – PARKS & REC	EAST GRAND FORKS, MN 56721
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Split System (Includes Furnace & Condensing Unit)

Quantity: 1
 Coverage Level: Basic
 Equipment: Split System
 Style: -
 Type: 0-10 T
 Size: NA

Services Visits
 1 Semi-Annual Filter Change
 1 Comprehensive Inspection
 1 Condenser Coil Cleaning

OWNER:
 - N/a

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
F-1	York	TME9E060	2023
ACCU-1	York	YCD18B22S	2023

Furnace

Quantity: 1
 Coverage Level: Basic
 Equipment: Furnace
 Style: Forced-Air
 Type: Furnace
 Size: -

Services Provided
 1 Comprehensive Inspection
 1 Operational Inspection
 1 Filter Change

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
F-1	-	-	-

Unit Heaters

Quantity: 2
 Coverage Level: Basic
 Equipment: Unit Heaters
 Style: -
 Type: Natural Gas
 Size: NA

JCI:
Services Visits
 1 Comprehensive Inspection

OWNER:
 - N/a

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
UH	-	PKA/PUY-A18	-

CITY OF EAST GRAND FORKS – BLUE LINE CLUB	EAST GRAND FORKS, MN 56721
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Infrared Heaters

Quantity: 4
 Coverage Level: Basic
 Equipment: Infrared Heaters
 Style: -
 Type: -
 Size: NA

Services Visits
 1 Comprehensive Inspection

OWNER:
 - N/a

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
IH-1,2,3,4	Modine	-	-

Furnace

Quantity: 2
 Coverage Level: Basic
 Equipment: Furnace
 Style: Forced-Air
 Type: Furnace
 Size: -

Services Provided
 1 Comprehensive Inspection
 1 Filter Change

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Installed:</u>
F-1,2	-	-	-

Unit Heaters

Quantity: 1
 Coverage Level: Basic
 Equipment: Unit Heaters
 Style: -
 Type: Natural Gas
 Size: NA

JCI:
Services Visits
 1 Operational Inspection

OWNER:
 - N/a

<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Year Installed</u>
UH-1	Reznor	-	-

CITY OF EAST GRAND FORKS – CIVIC CENTER & NASH PARK WARMING HOUSE	EAST GRAND FORKS, MN 56721
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Furnace	
Quantity: 8/1**	Services Provided
Coverage Level: Basic	1 Comprehensive Inspection
Equipment: Furnace	1 Filter Change
Style: Forced-Air	
Type: Furnace	** This scope includes the (1) NG Furnace at the Nash Park Warming House.
Size: -	

Asset #	Manufacturer	Model #	Installed:
F-1	-	-	-

Exhaust Fans	
Quantity: 5	Services Provided
Coverage Level: Basic	1 Operational
Equipment: Fan	1 Belt Change
Style: Exhaust Fan	
Type: Roof Mounted	
Size: 0-5 HP	

Asset #	Manufacturer	Model #	Year Installed
EF-1,2,3,4,5	Greenheck	GB-80-4	2001

Condensing Unit	
Quantity: 1	Quantity: 1
Coverage Level: Basic	Coverage Level: Basic
Equipment: Condensing Unit	Equipment: Condensing Unit
Style: -	Style: -
Type: DX Cooling	Type: DX Cooling
Size: <5T	Size: <5T

Asset #	Manufacturer	Model #	Installed:
ACCU-1	-	-	-

Air Exchangers	
Quantity: 3	JCI:
Coverage Level: Basic	Services Visits
Equipment: Unit Heaters	1 Operational Inspection
Style: -	
Type: Natural Gas	OWNER:
Size: NA	- N/a

Asset #	Manufacturer	Model #	Year Installed
UH-1	Reznor	-	-

Air-Handling Unit (Located in Main-Area suspended above seating)	
Quantity: 4	Services Provided
Coverage Level: Basic	1 Elec. Heat Comprehensive Inspection
Equipment: Air-Handling Unit (AHU)	1 Belt Change
Style: -	1 Semi-Annual Filter Change
Type: DX Cooling/ HW Heat	
Size: <10,000cfm	

Asset #	Manufacturer	Model #	Installed:
AHU-1,2,3,4	-	-	-

Special Additions and Exceptions

The Agreement Scope and Coverage as described in these documents will be reviewed and modified annually. The pricing as described above is for the initial plan as described in these documents and will be negotiated annually in good faith based on the modified and agreed on scope and coverage.

JCI is to continue to provide support to City of East Grand Forks maintenance staff regarding facility and equipment changes, challenges, technical issues and recommendations.

Any item not covered under the planned service agreement will be brought to the attention of the customer and invoiced separately from the planned service agreement. These items will be invoiced at the prevailing base labor of **10% off** or on a quoted basis upon request. Our Service Team is available 24x7 and can be dispatched as requested to resolve any service needs outside of the scope identified under Schedule A.

JOHNSON CONTROLS BUNDLING DISCOUNTS:

Total Pricing for all City of East Grand Forks proposed facilities = \$51,630.00

Discount for bundling all facilities of 10% = \$5,163.00 for a new total of \$46,467.00

Discount for signing a (5) Year Contract of 5% = \$2,323.00.

New Year 1 Total Contract Price of \$44,144.00

ALTERNATE #1:

The City of East Grand Forks would be responsible for all the filter and belt changes of the HVAC Equipment.

Deduct \$5,170.00 from the total annual contract price. _____ . Initial to accept.

ALTERNATE #2:

Add (40) Discretionary Technical Labor Hours to this contract to be used how the Owner see's fit.

ADD \$7,840.00 to the total annual contract price. RH . Initial to accept.

ALTERNATE #3:

Include an ADX Software Subscription (valid for MUI sites only).

ADD \$12,790.00 to the total annual contract price. _____ . Initial to accept.

ALTERNATE #4:

Add the Annual Service EGF Fire Hall to the service contract. Detailed breakdown can be sent upon approval.

ADD \$2,950.00.00 to the total annual contract price. _____ . Initial to accept.

PSA Pricing Breakdown

Total PSA Price: \$44,144.00 + (Alternate: 4 Fire Hall) = \$47,094.00

PSA BREAKDOWN PRICING PER BUILDING:

- ✓ City Hall: \$10,662.00*
- ✓ Senior Center: \$2,445.00*
- ✓ Campbell Library: \$7,410.00*
- ✓ Water & Light: \$3,620.00
- ✓ VFW Arena: \$2,010.00*
- ✓ Sunshine Terrace: \$4,510.00*
- ✓ Public Works: \$5,310.00*
- ✓ Parks & Rec: \$1,150.00*
- ✓ Blue Line Club: \$1,620.00*
- ✓ Civic Center & Nash Park Warming House: \$5,404.00*

***The above price incorporate the below discounts.**

JOHNSON CONTROLS BUNDLING DISCOUNTS: (only applies if all above buildings are included)

Total Pricing for all City of East Grand Forks proposed facilities = \$51,630.00

Discount for bundling all facilities of 10% = \$5,163.00 for a new total of \$46,467.00

Discount for signing a (5) Year Contract of 5% = \$2,323.00.

New Year 1 Total Contract Price of \$44,144.00

TERMS AND CONDITIONS
DEFINITIONS (REV 4/22)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts

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unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

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(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to

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Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. Privacy.

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy

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Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

5. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.
8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.
9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an average fee.
3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no

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signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI,

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or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]

RESOLUTION NO. 24 – 03 - 27

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

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased from Border States Trophy the goods referenced in check number 42126 for a total of \$18.00.

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

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

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$18.00 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.

Voting Aye:

Voting Nay:

Abstain:

The President declared the resolution passed.

Passed: March 5, 2024

Attest:

City Administrator

President of Council

I hereby approve the foregoing resolution this 5th day of March, 2024.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

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

I, Tim Riopelle, being duly sworn states the following:

1. I am 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 42126 for a total of \$18.00.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on March 5, 2024.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

(Signature of Official)

Accounts Payable

Check Register Totals Only

User: mnelson
Printed: 2/21/2024 - 10:02 AM

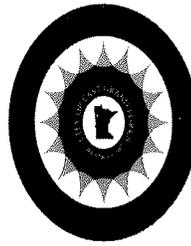


City of East Grand Forks

P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42065	02/21/2024	NEL101	Nelson Auto	34,579.00	0
				Check Total:	
				34,579.00	

Accounts Payable
Check Register Totals Only



City of East Grand Forks

P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

User: mnelson
Printed: 3/1/2024 - 10:53 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42072	03/05/2024	ACM001	Acme Electric Companies	122.46	0
42073	03/05/2024	ADV007	Advanced Auto Parts	30.04	0
42074	03/05/2024	ADV001	Advanced Business Methods Inc	853.47	0
42075	03/05/2024	ANY001	Anytime Plumbing	195.00	0
42076	03/05/2024	AME005	Aramark Uniform Services	583.39	0
42077	03/05/2024	BAK001	Baker & Taylor Co	627.19	0
42078	03/05/2024	BAT001	Batteries + Bulbs	13.20	0
42079	03/05/2024	BEC001	Becker Arena Products Inc	2,575.00	0
42080	03/05/2024	BNS001	BNSF Railway Company	1,232.35	0
42081	03/05/2024	BOR001	Border States Electric Supply	98.10	0
42082	03/05/2024	GFF001	Timothy Brooks	103.75	0
42083	03/05/2024	CEN001	Center Point Large Print	236.70	0
42084	03/05/2024	CTN001	Cintas Corporation No. 2	247.90	0
42085	03/05/2024	GFC002	City of Grand Forks	1,784.00	0
42086	03/05/2024	COL004	Coldspring Memorial	395.00	0
42087	03/05/2024	COL002	Cole Papers Inc	629.49	0
42088	03/05/2024	CON001	Conway Shield	3,183.42	0
42089	03/05/2024	COP002	Copy Cat Printing	115.00	0
42090	03/05/2024	COU008	Countrywide Sanitation Company	37,526.40	0
42091	03/05/2024	DAS001	Dash Medical Gloves	113.85	0
42092	03/05/2024	ANY004	East Grand Forks Anytime Fitness	1,500.00	0
42093	03/05/2024	EGF006	EGF City Petty Cash Ckng	1,514.34	0
42094	03/05/2024	GAL002	Galls LLC	1,253.68	0
42095	03/05/2024	GGF001	GGF Convention & Visitors Bureau	3,975.64	0
42096	03/05/2024	GFH002	Grand Forks Herald	552.90	0
42097	03/05/2024	GFW001	Grand Forks Welding & Machine	1,618.63	0
42098	03/05/2024	HUG001	Hugo's	12.76	0
42099	03/05/2024	ING003	Ingram Library Services	1,012.43	0
42100	03/05/2024	JOH026	Johnson Controls	11,672.56	0
42101	03/05/2024	KEI001	Keith's Security World	388.15	0
42102	03/05/2024	KEN002	Kennedy & Graven, Chartered	44.00	0
42103	03/05/2024	LEA002	League of MN Cities	525,169.60	0
42104	03/05/2024	HAR087	Local Ace	249.67	0
42105	03/05/2024	HAR088	Local Ace	18.57	0
42106	03/05/2024	M&W001	M&W Services	600.00	0
42107	03/05/2024	MAR009	Mars Supply	368.23	0
42108	03/05/2024	MAR008	Marshall & Polk Rural Water System	9.93	0
42109	03/05/2024	MEN001	Menards	182.80	0
42110	03/05/2024	MID003	Midcontinent Communications	48.21	0
42111	03/05/2024	MND020	Minnesota DEED	788.44	0
42112	03/05/2024	MNS005	MN State Community & Technical Co	160.00	0
42113	03/05/2024	MOT002	Motorola Solutions Inc	11,105.05	0
42114	03/05/2024	MYL001	My-Lor Inc	45.27	0
42115	03/05/2024	NEL101	Nelson Auto	279.95	0
42116	03/05/2024	NCC002	North Country Chevrolet	45,335.89	0
42117	03/05/2024	NOR006	Northdale Oil	20,360.00	0
42118	03/05/2024	NOR005	Northern Safety Technology, Inc	1,033.95	0
42119	03/05/2024	NOR024	Northland Yard Service	482.50	0
42120	03/05/2024	ORE001	O'Reilly Automotive, Inc.	201.17	0
42121	03/05/2024	ORC002	Orchard Oil Company	770.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42122	03/05/2024	EXP002	Page 1 Publications, Inc.	596.41	0
42123	03/05/2024	PET001	Peterson Veterinary Clinic P.C.	850.00	0
42124	03/05/2024	PSD001	PS Garage Doors	280.16	0
42125	03/05/2024	RED001	Red River Snowmobile Club	4,654.67	0
42126	03/05/2024	BOR002	Timothy Riopelle	18.00	0
42127	03/05/2024	ROT001	Schwinger Enterprises, Inc.	130.00	0
42128	03/05/2024	SIM023	SimplyMaid, Inc	641.25	0
42129	03/05/2024	SPR002	Spray Advantage	38.93	0
42130	03/05/2024	CHA001	The Chamber of EGF/GF	81.00	0
42131	03/05/2024	TRG001	Thief River Glass	370.00	0
42132	03/05/2024	THU002	Thur-O-Clean	5,395.16	0
42133	03/05/2024	TIZ002	Ti-Zack Concrete Inc	59,248.82	0
42134	03/05/2024	VAL002	Valley Truck Parts and Services Inc.	1,231.82	0
42135	03/05/2024	VER001	Verizon Wireless	50.00	0
42136	03/05/2024	VIL001	Vilandre Heating & A/C	918.25	0
42137	03/05/2024	WAT001	Water & Light Department	58,074.54	0
42138	03/05/2024	WID001	Widseth Smith Nolting & Associates	18,071.75	0
42139	03/05/2024	XCE001	Xcel Energy	17,228.12	0
				<hr/> <hr/>	
Check Total:				849,298.91	
				<hr/> <hr/>	