



East Grand Forks Water & Light Department

Life Connected Since 1909

Water & Light Commission Meeting Agenda August 04, 2021 8:00 a.m., City Hall Council Chambers

1. Call meeting to order
2. Approve minutes from previous meeting - July 21, 2021
3. Bills and payroll
4. Comments from the public
5. Reports
 - a. Widseth Smith Nolting
 - i. Todd
 - ii. Steve or Dustin
 - b. City Attorney
6. Old Business
7. Happy Harry's Rockin' Up North Fest - Temporary Power
8. Halstad Telephone - Contract for Internet Services
9. Department Heads
10. Commissioner's reports
11. Adjourn to August 18, 2021 at 8:00 a.m.

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.

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota on July 21, 2021 at 8:00 a.m held in the City Council Chambers at City Hall.
Present: Grinde, Beauchamp, Quirk, DeMers
Absent: None

Also present: Keith Mykleseth, Ron Galstad, Brian Johnson, Jeff Olson, Steve Emery, Todd Forster, Kevin Hatcher, Brianna Feil, Corey Thompson, and Karla Anderson.

It was moved by Commissioner Beauchamp seconded by Commissioner Quirk that the minutes of the previous regular meeting of July 7, 2021, be approved as read.

Voting Aye: Grinde, Beauchamp, Quirk, DeMers

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Beauchamp to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,124,053.44.

Voting Aye: Grinde, Beauchamp, Quirk, DeMers

Voting Nay: None

It was moved by Commissioner Beauchamp seconded by Commissioner Quirk to approve providing complimentary power and water if needed to clean boats and trailers for the annual Catfish Days on July 31st and August 1st, 2021.

Voting Aye: Grinde, Beauchamp, Quirk, DeMers

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Beauchamp to approve the voluntary water conservation notice to East Grand Forks residents as requested by the DNR to implement phase 1 of the drought plan to reduce the water usage demand.

Voting Aye: Grinde, Beauchamp, Quirk, DeMers

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Beauchamp to approve applying late fee penalties for past due customer accounts starting with the 9-15-21 billing cycle. This process was put on hold during the COVID 19 pandemic.

Voting Aye: Grinde, Beauchamp, Quirk, Demers

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Beauchamp to adjourn at 8:40 a.m. to the next regular meeting on August 4, 2021 at 8:00 am to be held in the City Council Chambers at City Hall.

Voting Aye: Grinde, Beauchamp, Quirk, DeMers

Voting Nay: None

Lori Maloney
Commission Secretary

Accounts Payable

Check Register Totals Only

User: khatcher
 Printed: 8/2/2021 - 11:07 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
516923	08/04/2021	A&L560	A&L Potato	210.00	0
516924	08/04/2021	ACM502	Acme Electric Companies	432.21	0
516925	08/04/2021	ADV501	Advanced Business Methods	69.07	0
516926	08/04/2021	ALL503	All Pro Embroidery	210.00	0
516927	08/04/2021	ARA500	Aramark	186.54	0
516928	08/04/2021	BAT501	Batteries + Bulbs	20.32	0
516929	08/04/2021	BOR501	Border States Electric Supply	1,144.28	0
516930	08/04/2021	CNH500	C&H Insurance	250.00	0
516931	08/04/2021	COM505	Complete Pest Control Inc	972.00	0
516932	08/04/2021	COW561	Herb Cowan	500.00	0
516933	08/04/2021	DIA501	Diamond Cleaning Supply	170.33	0
516934	08/04/2021	EGF501	EGF City	97,510.75	0
516935	08/04/2021	EGF502	EGF Public Schools	375.00	0
516936	08/04/2021	ELE501	Electric Pump	750.00	0
516937	08/04/2021	EXP501	Exponent	526.96	0
516938	08/04/2021	FUS500	Fusion Automation Inc.	8,697.35	0
516939	08/04/2021	GFT501	GF Thur-O-Clean	962.69	0
516940	08/04/2021	GRA505	Graymont (WI) LLC	6,734.93	0
516941	08/04/2021	HAW501	Hawkins Inc	8,449.56	0
516942	08/04/2021	INT503	Integrated Process Solutions Inc	2,615.00	0
516943	08/04/2021	KEI501	Keith's Security World	238.80	0
516944	08/04/2021	LIS560	Ryan Lisell	470.78	0
516945	08/04/2021	LOC501	Locators & Supplies Inc	734.96	0
516946	08/04/2021	MND504	MN Dept of Health	23.00	0
516947	08/04/2021	MUR562	David Murphy	200.00	0
516948	08/04/2021	NOR507	Northdale Oil	82.11	0
516949	08/04/2021	TAG500	Taggart Contracting Inc.	152,066.23	0
516950	08/04/2021	TOS502	Toshiba Financial Services	494.19	0
516951	08/04/2021	UB*01222	Kayla Cluff	54.80	0
516952	08/04/2021	UB*01223	Safia Daher	58.16	0
516953	08/04/2021	UB*01224	Cathrine & Willie Bemah	35.76	0
516954	08/04/2021	UB*01225	John & Lee Evans	79.67	0
516955	08/04/2021	UB*01226	Brandon Kittleson	96.14	0
516956	08/04/2021	UB*01227	Ibrahim Ismail	188.36	0
516957	08/04/2021	UB*01228	Charles Fettig	89.41	0
516958	08/04/2021	UB*01229	Hailyanna Sundeen	103.00	0
516959	08/04/2021	UB*01230	Josiah Wagner	107.93	0
516960	08/04/2021	UB*01231	Jose Perez	7.50	0
516961	08/04/2021	USB502	US Bank Corporate Payment Systems	1,469.43	0
516962	08/04/2021	VER500	Verizon Wireless	313.92	0
516963	08/04/2021	WAT501	Water & Light Department	12,945.00	0
516964	08/04/2021	WAT502	WaterISAC	261.00	0
516965	08/04/2021	WID501	Widseth Smith Nolting & Assoc Inc	28,971.16	0
516966	08/04/2021	XCE501	Xcel Energy	81.67	0
Check Total:				329,959.97	

Transaction Detail - Summary

Trans Date	Posting Date	MCCG Code	MCC	Merchant Category Code Description	Merchant Name	Merchant State/Province	Taxpayer ID Number (TIN)	Trans Amount	Posting Type	Purchase ID	Trans Status	Disputed Status
Name: TODD GRABANSKI Account Number: **6344 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account: Billing Type: Centrally Billed Account												
06/23/2021	06/24/2021	240506	5599	MISCELLANEOUS AUTOMOTIVE	SPRAY ADVANTAGE	ND		\$ 9.40	Memo		Not Reviewed	No
Name: KEVIN HATCHER Account Number: **7331 Optional 1: Optional 2: Lost/Stolen Account: **0143 Replacement Account: Billing Type: Centrally Billed Account												
07/14/2021	07/16/2021	240491	4900	UTILITIES-ELECTRIC, GAS, WA	MINNESOTA MUNICIPAL UT	MN		315.00	Memo	3343020	Not Reviewed	No
07/16/2021	07/22/2021	240493	7011	OTHER HOTELS	CRAGUNS LODGE AND GOLF RE	MN	411859566	132.91	Memo	1	Not Reviewed	No
Name: BRIAN JOHNSON Account Number: **2647 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account: Billing Type: Centrally Billed Account												
07/19/2021	07/21/2021	240493	7011	OTHER HOTELS	LOKENS RUSHFORD INN	MN	463913119	176.50	Memo	0000001827	Not Reviewed	No
Name: KRIS KOVAR Account Number: **9796 Optional 1: CITY OF EGF Optional 2: Lost/Stolen Account: Replacement Account: Billing Type: Centrally Billed Account												
07/14/2021	07/16/2021	240507	5200	HOME SUPPLY WAREHOUSE STORES	MENARDS GRAND FORKS ND	ND	390989248	18.62	Memo		Not Reviewed	No
Name: MEL METZ Account Number: **0924 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account: Billing Type: Centrally Billed Account												
07/16/2021	07/19/2021	240506	5542	AUTOMATED FUEL DISPENSERS	HOLIDAY STATIONS 3548 MN	MN		27.22	Memo	00048280	Not Reviewed	No

Transaction Detail - Summary

Trans Date	Posting Date	MCCG Code	MCC	Merchant Category Code Description	Merchant Name	Merchant State/Province	Taxpayer ID Number (TIN)	Trans Amount	Posting Type	Purchase ID	Trans Status	Disputed Status
Name: KEITH MYKLESETH Account Number: **9721 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account: Billing Type: Centrally Billed Account												
06/22/2021	06/24/2021	240493	3501	HOLIDAY INNS	HOLIDAY INN EXPRESS	MN	272575500	\$ 105.96	Memo	1791200	Not Reviewed	No
Name: RAY RAKOCZY Account Number: **5668 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account: Billing Type: Centrally Billed Account												
07/12/2021	07/13/2021	240491	8999	PROFESSIONAL SERVICES	SQ *INTEGRITY SHIPPING &	ND	800429876	16.45	Memo	00023058430142714	Not Reviewed	No
07/13/2021	07/14/2021	240491	8999	PROFESSIONAL SERVICES	SQ *INTEGRITY SHIPPING &	ND	800429876	13.98	Memo	00023058430142756	Not Reviewed	No
Name: MAREN SWINGEN Account Number: **9812 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account: Billing Type: Centrally Billed Account												
06/24/2021	06/25/2021	240493	7011	OTHER HOTELS	MCQUOIDS INN	MN	721542243	213.81	Memo	05890650	Not Reviewed	No
07/01/2021	07/05/2021	240507	5085	WHOLSALE INDUST SUPP	HACH COMPANY	CO		16.78	Memo	12485286	Not Reviewed	No
Name: COREY THOMPSON Account Number: **9747 Optional 1: Optional 2: Lost/Stolen Account: Replacement Account: Billing Type: Centrally Billed Account												
07/03/2021	07/05/2021	240498	7399	BUSINESS SERVICES	AMAZON WEB SERVICES	WA	911986545	3.38	Memo	393146196	Not Reviewed	No
07/03/2021	07/05/2021	240499	5942	BOOK STORES	AMZN MKTP US*294Q22A10	WA	911646860	326.00	Memo	114-3632169-21450	Not Reviewed	No
07/06/2021	07/07/2021	240506	5542	AUTOMATED FUEL DISPENSERS	HOLIDAY STATIONS 3548	MN		27.34	Memo	00042531	Not Reviewed	No
07/09/2021	07/12/2021	240491	4814	TELECOM SVC/CRED CRD	ZOOM.US 888-799-9666	CA	611648780	16.06	Memo	opsntp3kiuk41	Not Reviewed	No
07/18/2021	07/19/2021	240500	4215	COURIER SERVICES-AIR/GROUND	UPS*1Z21GUT60300019817	GA	582417242	25.01	Memo	21R4822/35773	Not Reviewed	No

Transaction Detail - Summary

Trans Date	Posting Date	MCCG Code	MCC	Merchant Category Code Description	Merchant Name	Merchant State/Province	Taxpayer ID Number (TIN)	Trans Amount	Posting Type	Purchase ID	Trans Status	Disputed Status
07/18/2021	07/19/2021	240500	4215	COURIER SERVICES-AIR/GROUND	UPS*1Z21GUT60306188820	GA	582417242	\$ 25.01	Memo	21R4822/35773	Not Reviewed	No

Total Number of Records: 17

Total **\$1,469.43**

End of Report

8-4-21 Rebates

AC Tune up	Erickson	\$ 60.00
AC Tune up	Johnson	\$ 60.00
AC Tune up	Lumbermart x 3	\$ 180.00
AC Tune up	Rolczynski	\$ 60.00
AC Tune up	Rydell	\$ 60.00
AC Tune up	Schauer	\$ 60.00
Commercial Lighting Replacement	A&L Potato - 3 Fixtures	\$ 210.00
Dishwasher	Waale	\$ 50.00
ECM	King	\$ 150.00
Refrigerator & Recycle	Anderson	\$ 125.00
Refrigerator & Recycle	Hultberg	\$ 125.00
Refrigerator & Recycle	Ray	\$ 125.00
Refrigerator, Freezer, Dishwasher	Murphy	\$ 200.00
Residential Weatherization	Cowan - 2 Windows, 1 Storm Door	\$ 500.00
Residential Weatherization	Lisell - Insulation, 1 Storm Door	\$ 470.78
Top Load Washer	Edwards	\$ 75.00
	Total:	<u>\$ 2,510.78</u>

Request for Commission Action

Date: 7-28-21

To: Water & Light Commissioners

From: Justin Larocque, Owner of the Spud Jr.

RE: Temporary Power for Happy Harry's Rockin' Up North Fest

Background:

Happy Harry's Rockin' Up North Fest has been an extremely popular event within the Grand Forks/East Grand Forks community. This year the event will be located at 415 4th St NW close to the Fire Hall from August 19th-21st. HB Sound and Light stated a need for temporary power within the planned area.

Recommendation:

Approval of temporary power for Rockin' Up North Fest

Request for Water and Light Commission Action

Date: July 27th, 2021
To: Water and Light Commission
From: Corey Thompson, Technology Manager
RE: Contract with Halstad Telephone for Internet Service

Background:

The previous agreement with Halstad Telephone for Internet services has expired. Halstad has proposed a new three year agreement for internet services, increasing our data rate from 100 Mbps to 500Mbps, with the monthly rate moving from \$375/month to \$450/month.

Halstad has been great to work with in the past 4 years, so I would like to continue with them.

Recommendation:

Approve new three year contract with Halstad Telephone for Internet Service

**AGREEMENT FOR PROVISION OF
INTERNET SERVICES**

THIS AGREEMENT between Halstad Telephone Company, a Minnesota Cooperative, whose address is P.O. Box 55, Halstad, MN 56548, hereinafter called “HTC”, and the Water, Light and Building Commission. Municipal Utility of and for the City of East Grand Forks, Minnesota whose address is 1010 5th Avenue Northeast, East Grand Forks, MN 56721, herein called “Water and Light”.

RECITALS

Water and Light desires to have HTC provide internet services.

HTC has the capability to deliver internet services as requested by Water and Light at its co-location with the Water and Light’s fiber-optic network.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

1. HTC shall furnish internet services through its fiber-optic connection to the City’s meet point at 240 20th Street NW, East Grand Forks, MN.
2. Water and Light also agrees pay for such internet services as follows:

500 Mbps internet \$450/month

/26 IPv4 subnet \$62/month

Together with applicable fees and taxes.

Initial service fees shall be pro-rated from the date of activation to the first day of the following month. In addition, adding or upgrading services or software to add capabilities to provide service are subject to be priced at current rates.

3. This Agreement shall commence when service is activated and continue, thereafter, for an initial term of three (3) years. Water and Light shall have the option to renew this Agreement for successive three (3) year terms upon ninety (90) days’ notice to HTC in writing of its intent to renew this Agreement. Service fees may be subject to change for successive renewals.
4. Payment is due on the 15th day of the month following receipt of the invoice. Late payments shall bear interest at the rate of 1.5%.

5. Disputed Charges: In the event Water and Light disputes any portion of the HTC invoice, Water and Light shall pay the undisputed portion by the due date, and shall submit to HTC a written claim for the disputed amount, which shall state specifically grounds for Water and Lights dispute. All disputes shall be raise and submitted to HTC within Sixty (60) days of the date of the invoice, if not, such claims and shall be deemed waived and the invoice correct. In the event the dispute is resolved against the Water and Light, Water and Light shall pay the amount. If the Parties are unable to resolve any dispute timely brought, either Party may pursue any legal or equitable remedies available.

6. **Notices.** All notices and other communications provided for hereunder shall be in writing and shall be personally delivered, mailed or sent electronically to each party as set forth below or at such other address or in such other manner as may be designated by such party in written notice to each of the other parties. All such notices and communications shall be effective when delivered in person, transmitted by fax, sent electronically or upon receipt after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made:

If to Water and Light:

General Manager, Keith R. Mykleseth
East Grand Forks Water and Light Department
600 DeMers Ave NW
P.O. Box 322
East Grand Forks, MN, 56721-0322
kmykleseth@egf.mn

If to HTC:

Operations Manager, Mark Forseth
Halstad Telephone Company
P.O. Box 55
Halstad, MN 56548
markforseth@rrv.net

7. In the event of interruption of service, and upon notice from Water and Light, HTC will investigate and restore service as soon as reasonably possible if the cause of such interruption is HTC's internet lines and appurtenances.
8. HTC has no responsibility or liability for interruptions of service, or any resulting consequences, whether due to strike, riot, flood, fire, terrorism, act of God or for any cause beyond the HTC's control.
9. Survival. All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.
10. Amendment. No amendment or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all of the parties hereto.
11. Successors and Assigns. This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns, but nothing in this Agreement is to be construed as an authorization or right of any party to assign its rights in or delegate its duties under this Agreement without the prior written consent of the other party.
12. Governing Law. This Agreement shall be deemed to be a contract made under and shall be construed, interpreted, governed by and enforced in accordance with the laws of the State of Minnesota.
13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
14. Headings. The headings to the paragraphs of the Agreement are intended solely for the convenience of the parties and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provision hereof.
15. Severability. The provisions of this Agreement shall be deemed severable and, if any portion hereof shall be held invalid, illegal or unenforceable for any reason, the remainder shall not thereby be invalidated but shall remain in full force and effect.

16. Waiver; Remedies cumulative. No waiver of any provision if this Agreement by any party shall be valid unless in writing and signed by the party against whom the waiver is charged. The waiver of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 2021.

HALSTAD TELEPHONE COMPANY

By: _____ Date: _____
Mark Forseth, Its: CEO

WATER, LIGHT AND BUILDING COMMISSION. MUNICIPAL UTILITY OF AND FOR THE CITY OF EAST GRAND FORKS, MINNESOTA

By: _____ Date: _____
Josh Grinde, Its: President

By: _____ Date: _____
Lori Maloney, Its: Secretary

ATTEST:

Keith Myklesest, General Manager

APPROVE AS TO FORM:

Ronald Galstad, City Attorney