

**AGENDA  
CITY COUNCIL  
WORK SESSION  
CITY OF EAST GRAND FORKS  
NOVEMBER 8, 2011  
4:00 PM**

**CALL TO ORDER**

**CALL OF ROLL**

**DETERMINATION OF A QUORUM**

1. Speed Study – Nancy Ellis
2. Development Ordinance – Nancy Ellis
3. Municipal State Aid System Advance – Greg Boppre
4. Truck Driver Roster – John Wachter
5. City Logo on Fleet – Mayor Stauss
6. Budget – Scott Huizenga
7. Other Business

**ADJOURN**

**Upcoming Meetings**

Regular Meeting – November 15, 2011 – 5:00 PM – Council Chambers  
Work Session – November 22, 2011 – 5:00 PM – Training Room  
Work Session – November 29, 2011 – 5:00 PM – Training Room (If Needed)  
Regular Meeting – December 6, 2011 – 5:00 PM – Council Chambers  
Work Session – December 13, 2011 – 5:00 PM – Training Room

# Request for Council Action

**Date:** November 8, 2011

**To:** East Grand Forks City Council and Mayor Lynn Stauss

**From:** Nancy Ellis, Senior Planner

**RE:** Results from speed study on Bygland Road

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I have the results for the speed study conducted on Bygland Road from October 5, 2011 to October 7, 2011. The speed (Hi-Star) counters were placed just south of the VFW arena in both the northbound and southbound lanes. I have included the summary report for each lane and will provide information on the results, as well as, answer any questions.

If you would like a copy of the full report (speeds and counts in 15 minute intervals), please give me a call or stop by my office. The City Administrator, Engineering and the Police Dept. have a full copy of the report.

**Nu-Metrics Traffic Analyzer Study  
 Computer Generated Summary Report  
 City: EGF  
 Street: Bygland northbound by VFW Arena**

A study of vehicle traffic was conducted with HI-STAR unit number 4894. The study was done in the northbound lane at Bygland northbound by VFW Arena in EGF, MN in Polk county. The study began on Oct/05/11 at 11:00 and concluded on Oct/07/11 at 11:00, lasting a total of 48.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 9060 vehicles passed through the location with a peak volume of 258 on Oct/06/11 at [07:45-08:00] and a minimum volume of 0 on Oct/06/11 at [02:30-02:45]. The AADT count for this study was 4,530.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 33 - 35 MPH range or lower. The average speed for all classified vehicles was 35 MPH with 68.16% vehicles exceeding the posted speed of 30 MPH. The HI-STAR found 0.00 percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 33MPH and the 85th percentile was 38.82 MPH.

<	16	21	23	25	27	29	31	33	35	37	39	41	46	47
to	to	to	to	to	to	to	to	to	to	to	to	to	to	to
15	20	22	24	26	28	30	32	34	36	38	40	45	46	>
33	44	44	92	153	348	784	1387	1984	1767	1168	601	483	31	141

**CHART 1**

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 8732 which represents 96 percent of the total classified vehicles. The number of Vans & Pickups in the study was 152 which represents 2 percent of the total classified vehicles. The number of Busses & Trucks in the study was 119 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 57 which represents 1 percent of the total classified vehicles.

<	17	24	30	40	50	60	70
to	to	to	to	to	to	to	to
16	23	29	39	49	59	69	>
7516	1216	152	119	46	10	0	1

**CHART 2**

**HEADWAY**

During the peak traffic period, on Oct/06/11 at [07:45-08:00] the average headway between vehicles was 3.475 seconds. During the slowest traffic period, on Oct/06/11 at [02:30-02:45] the average headway between vehicles was 900 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 64.00 and 95.00 degrees F. The HI-STAR determined that the roadway surface was Dry 100.00% of the time.

**Nu-Metrics Traffic Analyzer Study  
 Computer Generated Summary Report  
 City: EGF  
 Street: Bygland southbound by VFW Arena**

A study of vehicle traffic was conducted with HI-STAR unit number 4567. The study was done in the southbound lane at Bygland southbound by VFW Arena in EGF, MN in Polk county. The study began on Oct/05/11 at 11:00 and concluded on Oct/07/11 at 11:00, lasting a total of 48.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 8109 vehicles passed through the location with a peak volume of 182 on Oct/06/11 at [17:15-17:30] and a minimum volume of 0 on Oct/06/11 at [03:30-03:45]. The AADT count for this study was 4,055.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 31 - 33 MPH range or lower. The average speed for all classified vehicles was 31 MPH with 32.65% vehicles exceeding the posted speed of 30 MPH. The HI-STAR found 0.00 percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 31MPH and the 85th percentile was 35.72 MPH.

<	16	21	23	25	27	29	31	33	35	37	39	41	46	47
to	to	to	to	to	to	to	to	to	to	to	to	to	to	to
15	20	22	24	26	28	30	32	34	36	38	40	45	46	>
58	131	119	223	541	989	1621	1749	1178	680	304	146	150	18	157

**CHART 1**

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 7782 which represents 97 percent of the total classified vehicles. The number of Vans & Pickups in the study was 116 which represents 1 percent of the total classified vehicles. The number of Busses & Trucks in the study was 108 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 58 which represents 1 percent of the total classified vehicles.

<	17	24	30	40	50	60	70
to	to	to	to	to	to	to	to
16	23	29	39	49	59	69	>
6862	920	116	108	46	7	3	2

**CHART 2**

**HEADWAY**

During the peak traffic period, on Oct/06/11 at [17:15-17:30] the average headway between vehicles was 4.918 seconds. During the slowest traffic period, on Oct/06/11 at [03:30-03:45] the average headway between vehicles was 900 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 64.00 and 97.00 degrees F. The HI-STAR determined that the roadway surface was Dry 100.00% of the time.

# Request for Council Action

**Date:** November 8, 2011

**To:** East Grand Forks City Council and Mayor Lynn Stauss

**From:** Nancy Ellis, Senior Planner

**RE:** Consideration of Developers Agreements and Ordinance

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## GENERAL INFORMATION

It has been discussed that the petition process for the paving of roads is somewhat flawed. Without the improvements in place, some buyers of lots are unaware that they will have additional charges when the road is paved (special assessments); and the developers are holding up paving or waiting until they no longer have a significant investment in the property. This creates a constant debate for the City Council between the developers and the new lot owners.

There has been a request by the City of East Grand Forks to the MPO to conduct a Development Infrastructure Financing Study for the possible creation of a new development ordinance or rewriting the subdivision ordinance. Items to consider in the study: address utility and road improvements as to what is required, when they are installed, and who pays. With the help from the City Engineer and City Attorney, the Planning Commission has reviewed two Developers Agreements and Ordinance, and is recommending consideration of the documents. A summary of the documents is described below.

A) All utilities and streets shall be financed by one of the following methods. Regardless of the method used, all utilities and streets shall be installed according to city construction specifications and shall be approved by the city engineer prior to commencement of any construction activity.

B) Improvement financing shall as follows:

1. Provided by the City of East Grand Forks through a special assessment at the developer request;
2. Developer obtained financing; or
3. Under special circumstances the developer may request alternate payment arrangements.

C) Street paving shall be installed on a schedule as outlined in the developer's agreement, with non-binding, good-faith cost estimates provided for each lot. Street paving and sidewalks shall be installed within three (3) years of City Council approval of the Developers Agreement.

D) Before a final plat may be approved by the city council, the owners of the development shall execute and submit to the council an agreement, subject to review and approval by the City Attorney, which shall be binding on the owners and their heirs, personal representatives and assigns, that no private construction on said land will occur except with approval of the city engineer, until all improvements required under this chapter have been petitioned for arranged for, or have been constructed.

Therefore, this study for a possible more defined or specific ordinance for the installation of improvements in new subdivisions has been passed to you to review and consider approval of an ordinance and two agreements. Public notice and hearings would follow the normal ordinance adoption procedures.

## ORDINANCE NO. 31\_ 3rd SERIES

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE TITLE XV ENTITLED "LAND USAGE" BY AMENDING CHAPTER 151 "SUBDIVISION REGULATION" WITH THE ADDITION OF SECTIONS 151.030 "DEVELOPMENT AGREEMENT" AND 151.121 "IMPROVEMENT FINANCING". SECTION 151.120 "REQUIRED IMPROVEMENTS" IS ALSO AMENDED WITH THE ADDITION OF THE UNDERLINED PORTIONS.

THE CITY OF EAST GRAND FORKS ORDAINS:

Section 1. That Chapter 151 entitled "Subdivision Regulations" shall have the following additions:

### **Section 151.030 Development Agreement**

Before a final plat may be approved by the city council, the owners of the development shall execute and submit to the council an agreement, subject to review and approval by the City Attorney, which shall be binding on the owners and their heirs, personal representatives and assigns, that no private construction on said land will occur except with approval of the city engineer, until all improvements required under this chapter have been petitioned for arranged for, or have been constructed. The developers agreement embodies the modifications and conditions of approval of the plat, and contains such other terms and conditions as the City may require to impose, enforce and make effective such modifications and conditions. The development agreement shall be recorded if requested by the City, at the expense of applicant.

### **Section 151.121 Improvement Financing**

All utilities and streets shall be financed by one of the following methods. Regardless of the method used, all utilities and streets shall be installed according to city construction specifications and shall be approved by the city engineer prior to commencement of any construction activity. All public improvements shall be subject to review and approval by the city engineer. Improvement financing shall as follows:

1. Provided by the City of East Grand Forks through a special assessment at the developer request;
2. Developer obtained financing; or
3. Under special circumstances the developer may request alternate payment arrangements.

Section 1. That Chapter 151 entitled "Subdivision Regulations" shall have the following modification, adding the underlined portions:

**Section 151.120 Required Improvements, Streets, Street Paving, and Sidewalks.**

All the streets shall be provided in accordance with engineering specifications established by the Council. Street paving shall be installed on a schedule as outlined in the developers agreement, with non-binding, good-faith cost estimates provided for each lot. Sidewalks shall be installed per 151.106(12). Street paving and sidewalks shall be installed within three (3) years of City Council approval of the Developers Agreement.

Section 3. City Code Title I, Chapter 10 entitled "General Provisions" applicable to entire city code including penalty for violation and Section 10.99 entitled "General Penalty" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 4. This ordinance shall take effect and be in force from and after its passage and publication and be given the Number 31\_, 3rd Series.

Voting Aye:

Voting Nay:

Absent:

The President declared the Ordinance \_\_\_\_\_.

Passed:

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing ordinance this \_\_\_ of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

City of East Grand Forks

**DEVELOPMENT AGREEMENT**

**AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **CITY OF EAST GRAND FORKS**, a Minnesota municipal corporation (CITY) and \_\_\_\_\_, (the DEVELOPER).

**A. Request for Plat Approval.** The DEVELOPER has asked the CITY to approve a plat for \_\_\_\_\_, (also referred to in this Agreement as the “plat”). This land is legally described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Conditions of Plat Approval.** The CITY hereby approves the plat on condition that:  
(1) the DEVELOPER enter into this Agreement, and  
(2) the DEVELOPER provide the necessary security in accordance with the terms of this Agreement.

**C. Compliance with Laws and Regulations.** The DEVELOPER represents to the CITY that the plat complies with all City, County, State, and Federal laws and regulations, including, but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the CITY determines that the plat does not comply, the CITY may, at its option, refuse to allow any construction or development work in the plat until the plat does comply. Upon the CITY’s demand, the DEVELOPER shall cease work until there is compliance.

**D. Development Exhibits.** The DEVELOPER shall develop the plat in accordance with the following plans. The plans may be prepared, subject to CITY approval, after entering the Agreement, but before commencement of any work in the plat. If the plans vary from the written terms of this Agreement, the written terms shall control.

- These plans are:  
Development Agreement  
Plan A – Preliminary Plat/Staging Plan  
Plan B – Final Plat  
Plan C – Soil Erosion and Grading Plan  
Plan D – Preliminary Engineering Report

**E. Phased Development.** The plat shall be developed in \_\_\_\_ phases in accordance with Plan A. No earth moving or other development shall be done in any phase until final plat has been filed in the County Recorder’s office and the necessary security has been furnished to the CITY for those phases. For purposes of this requirement, outlots shall not be deemed to have been finally platted. The CITY may refuse to approve final plats or subsequent phases until public improvements for all prior phases have been satisfactorily completed. Subject to the terms of this Agreement, this Development Agreement constitutes approval to develop Phase \_\_. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the CITY.

**F. Effect of Subdivision Approval.**

- (1) For two (2) years from the date of this Agreement, no official controls or amendments to the CITY’s Comprehensive Plan, except an amendment placing the plat in the current urban service area, shall apply to or affect the use, development density, lot size, lot layout, or dedications or platting required or permitted by the approved preliminary plat unless required by State or Federal law or agreed to in writing by the CITY and the DEVELOPER.
- (2) After two (2) years from the date of this Agreement, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by State law, the CITY may require compliance with any amendments to the CITY’s Comprehensive Plan (including removing unplatted property from the urban service area), official controls, platting, or dedication requirements enacted after the date of this Agreement and may require submission of a new plat.

**G. Public Improvements.**

- (1) The following chart outlines the funding and construction responsibilities. Work shall be conducted for Phase \_\_\_\_ only, except as necessary for utilities to cross other Phases, when in a recorded easement. Work shall be conducted in accordance with the requirements of this document and its attachments. The Public Improvements shall be planned, constructed and funded as specified:

	<b>Improvement:</b>	<b>Funding Responsibility:</b>	<b>Plan Design:</b>	<b>Construction Responsibility:</b>
a.	<b>Setting of Lot and Block Monuments</b>	Developer	Developer	Developer
b.	<b>Surveying and Staking</b>	Developer	Developer	Developer
c.	<b>Site Grading and Drainage</b>	Developer	Developer	Developer
d.	<b>Grading of Ponds</b>	Developer	Developer	Developer
e.	<b>Sanitary Sewer System</b>	Developer	Developer	Developer
f.	<b>Water System</b>	Developer	Developer	Developer
g.	<b>Storm Sewer</b>	Developer	Developer	Developer
h.	<b>Streets</b>	Developer	Developer	Developer
i.	<b>Concrete Curb and Gutter</b>	Developer	Developer	Developer
j.	<b>Sidewalks</b>	Developer	Developer	Developer

#### **H. Public Improvement Standards.**

1. All public improvements shall be installed in accordance with the preliminary engineering report (Plan D), as well as the Preliminary Plat/Staging Plan (Plan A), Final Plat (Plan B), and Soil Erosion and Grading Plan (Plan C).
2. All utilities and streets shall be installed according to city construction specifications and shall be approved by the city engineer prior to commencement of any construction activity.
3. The DEVELOPER shall obtain all necessary permits before proceeding with any construction.
4. The CITY will at the DEVELOPER's expense have one or more CITY inspectors and/or a soil engineer inspect the work on a full or part-time basis to assure an acceptable level of quality work to the extent that the CITY's engineer will be able to certify that the construction work meets the approved CITY standards as a condition of CITY acceptance.
5. The DEVELOPER shall schedule a preconstruction meeting at a mutually agreeable time at the City Hall with all parties concerned, including CITY staff, to review the program for the construction work.
6. Within thirty (30) days after the completion of the improvements and before the security is released, the DEVELOPER shall provide the CITY ENGINEER with a complete set of reproducible "As Built" plans in an electronic format that is microstation format compatible.

**I. Public Improvement Financing.** A plan shall be drawn up by the DEVELOPER for all necessary public improvements that are to be installed by the DEVELOPER. The DEVELOPER shall obtain its own financing for all public improvements.

#### **J. Developer Installed Improvements.**

1. Any DEVELOPER installed public utility improvements; storm sewer, sanitary sewer, water main and curb and gutter shall be completed within two years from the date of this AGREEMENT.
2. The DEVELOPER shall install all improvements to CITY standards. The design, placement, and construction scheduling shall be approved by the CITY.
3. The grading and drainage provided by the DEVELOPER shall be completed in accordance with the plans attached hereto as Plan C.
4. All streets shall be installed within three (3) years of the date of this agreement as approved by the City Council.
5. DEVELOPER shall take out and maintain until six months after the CITY has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of DEVELOPER's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury or death shall be not less than \$600,000 per person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$600,000 for each occurrence. DEVELOPER shall provide a certificate of workers' compensation insurance in compliance with State statute requirements. The CITY shall be named as an additional named insured on said policy, and DEVELOPER shall file a copy of the insurance coverage with the CITY prior to the CITY signing the plat.

**K. Security.** The DEVELOPER shall furnish the CITY with an irrevocable letter of credit for 125 percent of the amount of the improvements as outlined in the engineers report submitted as required above in paragraph D, Plan D ( \$\_\_\_\_\_ .) The bank and form of the letter of credit shall be subject to the approval of the City Attorney. The letter of credit shall be for a term ending 90 days after completion and acceptance by the CITY of the public improvements. The letter of credit shall secure compliance with the terms of this Agreement and payment for all required public improvements. The CITY may draw down the letter of credit, without notice, for any violation of the terms of this Agreement. The amount of security was calculated as indicated above.

Imp. \$ \_\_\_\_\_  
Monuments \$ \_\_\_\_\_  
Grading \$ \_\_\_\_\_  
Erosion Control \$ \_\_\_\_\_  
Special Asmt/Strm.Sew.Con.Chg. \$ \_\_\_\_\_

**L. Storm Sewer.**

1. The storm sewer connection charge for Phase \_\_\_ is \$\_\_\_\_\_.
2. The DEVELOPER shall pay the storm sewer connection charge upon the execution of the Agreement.

**M. Water Area.**

1. The water area charge for Phase \_\_\_ is \$\_\_\_\_\_.
2. The DEVELOPER shall pay the water area charge upon the execution of the Agreement of \$\_\_\_\_\_

**N. Park Dedication.**

1. The DEVELOPER shall pay a cash contribution of \$\_\_\_ in satisfaction of the CITY's park dedication requirements for Phase \_\_\_.
2. The contribution shall be paid upon the execution of the Agreement.
3. Park dedication requirements for subsequent phases shall be calculated and paid based upon requirements in effect at the time Development Agreements are entered into for those phases.

**O. Licenses.** The DEVELOPER hereby grants the CITY, its agents, employees, officers, and contractors a license to enter the plat to perform all necessary work and/or inspections deemed appropriate by the CITY during the installation of public improvements by the CITY. The license shall expire after the public improvements installed pursuant to the development contract have been installed and accepted by the CITY.

**P. Ownership of Improvements.** Upon the completion of the work and construction required to be done by this Agreement and acceptance by the CITY engineer, the improvements lying within public easements shall become CITY property without further notice or action.

**Q. Warranty.** The DEVELOPER warrants all work required to be performed by it against poor material and faulty workmanship for a period of one (1) year after its completion and acceptance by the CITY. The DEVELOPER shall post maintenance bonds or other security acceptable to the CITY to secure the warranties.

**R. Erosion Control.** After the site is rough graded, but before any utility construction is commenced or building permits are issued, the erosion control plan, Plan C, shall be implemented by the DEVELOPER and inspected and approved by the CITY. The CITY may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be oat seed. All seeded areas shall be fertilized, mulches, and disk anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER does not comply with the erosion control plan and schedule, or supplementary instructions received from the CITY, the CITY may take such action as it deems appropriate to control erosion. The CITY will endeavor to notify the DEVELOPER in advance of any proposed action, but failure of the CITY to do so will not affect the DEVELOPER's and CITY's rights or obligations hereunder. If the DEVELOPER does not reimburse the CITY for any cost the CITY incurred for such work within thirty (30) days, the CITY may draw down the letter of credit to pay any costs. No development will be allowed and no building permits will be issued unless the plat is in full compliance with the erosion control requirements and all City costs for erosion control have been reimbursed.

**S. Clean Up.** The DEVELOPER shall promptly clear any soil, earth, or debris resulting from construction work by the DEVELOPER or its agents or assigns.

**T. Responsibility for Costs.**

1. Except as otherwise specified herein, the DEVELOPER shall pay all costs incurred by it or the CITY in conjunction with the development of the plat, including, but not limited to, legal, planning, engineering, and inspection expenses incurred in connection with approval and acceptance of the plat, preparation of this Agreement, and all reasonable costs and expenses incurred by the CITY in monitoring and inspecting development of the plat.
2. The DEVELOPER shall hold the CITY and its officers and employees harmless from claims made by DEVELOPER and third parties for damages sustained or costs incurred resulting from plat approval and development. The DEVELOPER shall indemnify the CITY and its officers and employees for all costs, damages, or expenses which the CITY may pay or incur in consequence of such claims, including attorney's fees.
3. The DEVELOPER shall reimburse the CITY for costs incurred in the enforcement of this Agreement, including engineering and attorney's fees.
4. The DEVELOPER shall pay in full all bills submitted to it by the CITY within thirty (30) days after receipt. If the bills are not paid on time, the CITY may halt all plat development work until the bills are paid in full. Bill not paid within thirty (30) days shall accrue interest at the rate of \_\_\_\_% per year.

**U. DEVELOPER's Default.** In the event of default by the DEVELOPER as to any of the work to be performed by it hereunder, the CITY may, at its option, perform the work and the DEVELOPER shall promptly reimburse the CITY for any expense incurred by the CITY, provided the DEVELOPER is first given written notice of the work in default not less than 48 hours in advance. This Agreement is a license for the CITY to act, and it shall not be necessary for the CITY to seek a Court order for permission to enter the land. When the CITY does any such work, the CITY may, in addition to its other remedies, assess the cost in whole or in part.

**V. Miscellaneous.**

1. This Agreement shall be binding upon the parties, their heirs, successors, or assigns, as the case may be.
2. Breach of the terms of this Agreement by the DEVELOPER shall be grounds for denial of building permits and/or lots sales in the plat.
3. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
4. Building permits shall not be issued prior to rough site grading and installation of erosion control devices.
5. The action or inaction of the CITY shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by written resolution of the City Council. The CITY's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release
6. The DEVELOPER represents to the CITY to the best of its knowledge that the plat is not of "metropolitan significance" and that an environmental impact statement is not required. However, if the CITY or another governmental entity or agency determines that such a review is needed, the DEVELOPER shall prepare it in compliance with legal requirements so issued from said agency. The DEVELOPER shall reimburse the CITY for all expenses, including staff time and attorney's fees that the CITY incurs in assisting in the preparation of the review.
7. Compliance with Laws and Regulations. The DEVELOPER represents to the CITY that the plat complies with all City, County, State, and Federal laws and regulations, including, but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the CITY determines that the plat does not comply, the CITY may, at its option, refuse to allow any construction or development work in the plat until the DEVELOPER does comply. Upon the CITY's demand, the DEVELOPER shall cease work until there is compliance.
8. This Agreement shall run with the land and may be recorded against the title to the property. After the DEVELOPER has completed the work required of it under this Agreement at the DEVELOPER's request, the CITY will execute and deliver to the DEVELOPER a release.

**W. Notices.** Required notices to the DEVELOPER shall be in writing and shall be either hand delivered to the DEVELOPER, its employees, or agents or mailed to the DEVELOPER by certified or registered mail at the following address: **(Address)**

Notices to the CITY shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by certified mail or registered mail in care of the City Administrator at the following address:  
City of East Grand Forks  
Attn: City Administrator  
600 Demers Ave.  
East Grand Forks, MN 56721

**DEVELOPER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY OF EAST GRAND FORKS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Director

STATE OF MINNESOTA    )  
                                  ( §  
COUNTY OF POLK        )

The foregoing Development Agreement dated \_\_\_\_\_ was subscribed to before me in person this day \_\_\_ of \_\_\_\_\_, 20\_\_ , by the \_\_\_\_\_ (Title), of \_\_\_\_\_(Company), a Minnesota corporation on its behalf, who is personally known to me (whose identify I proved on the basis of \_\_\_\_\_, whose identity I proved on the oath/affirmation of \_\_\_\_\_, a credible witness).

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

STATE OF MINNESOTA     )  
  ( §  
COUNTY OF POLK         )

The foregoing Development Agreement dated \_\_\_\_\_  
was subscribed to before me in person this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by \_\_\_\_\_, Mayor, and by  
\_\_\_\_\_, City Administrator of the **City of East Grand Forks** (a Minnesota  
municipal corporation), who are personally known to me, on behalf of the corporation  
and pursuant to the authority of the City Council.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

City of East Grand Forks

**DEVELOPMENT AGREEMENT**

**AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **CITY OF EAST GRAND FORKS**, a Minnesota municipal corporation (CITY) and \_\_\_\_\_, (the DEVELOPER).

**A. Request for Plat Approval.** The DEVELOPER has asked the CITY to approve a plat for \_\_\_\_\_, (also referred to in this Agreement as the “plat”). This land is legally described as:

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**B. Conditions of Plat Approval.** The CITY hereby approves the plat on condition that the DEVELOPER enters into this Agreement.

**C. Compliance with Laws and Regulations.** The DEVELOPER represents to the CITY that the plat complies with all City, County, State, and Federal laws and regulations, including, but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the CITY determines that the plat does not comply, the CITY may, at its option, refuse to allow any construction or development work in the plat until the plat does comply. Upon the CITY’s demand, the DEVELOPER shall cease work until there is compliance.

**D. Development Exhibits.** The DEVELOPER shall develop the plat in accordance with the following plans. The plans may be prepared, subject to CITY approval, after entering the Agreement, but before commencement of any work in the plat. If the plans vary from the written terms of this Agreement, the written terms shall control.

These plans are:

- Development Agreement
- Plan A – Preliminary Plat/Staging Plan
- Plan B – Final Plat
- Plan C – Soil Erosion and Grading Plan
- Plan D – Preliminary Engineering Report

**E. Phased Development.** The plat shall be developed in \_\_\_\_ phases in accordance with Plan A. No earth moving or other development shall be done in any phase until final plat has been filed in the County Recorder’s office. For purposes of this requirement, outlots shall not be deemed to have been finally platted. The CITY may refuse to approve final plat or subsequent phases until public improvements for all prior phases have been satisfactorily completed. Subject to the terms of this Agreement, this Development Agreement constitutes approval to develop Phase \_\_. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the CITY.

**F. Effect of Subdivision Approval.**

- (1) For two (2) years from the date of this Agreement, no official controls or amendments to the CITY’s Comprehensive Plan, except an amendment placing the plat in the current urban service area, shall apply to or affect the use, development density, lot size, lot layout, or dedications or platting required or permitted by the approved preliminary plat unless required by State or Federal law or agreed to in writing by the CITY and the DEVELOPER.
- (2) After two (2) years from the date of this Agreement, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by State law, the CITY may require compliance with any amendments to the CITY’s Comprehensive Plan (including removing unplatted property from the urban service area), official controls, platting, or dedication requirements enacted after the date of this Agreement and may require submission of a new plat.

**G. Public Improvements.**

(1) The following chart outlines the funding and construction responsibilities. Work shall be conducted for Phase \_\_\_\_ only, except as necessary for utilities to cross other Phases, when in a recorded easement. Work shall be conducted in accordance with the requirements of this document and its attachments. The Public Improvements shall be planned, constructed and funded as specified:

	<b>Improvement:</b>	<b>Payment Responsibility:</b>	<b>Plan Design:</b>	<b>Construction Responsibility:</b>
a.	<b>Setting of Lot and Block Monuments</b>	Developer	Developer	Developer
b.	<b>Surveying and Staking</b>	Developer	Developer	Developer
c.	<b>Site Grading and Drainage</b>	Developer	City Engineer	City Engineer
d.	<b>Grading of Ponds</b>	Developer	City Engineer	City Engineer
e.	<b>Sanitary Sewer System</b>	Developer	City Engineer	City Engineer
f.	<b>Water System</b>	Developer	City Engineer	City Engineer
g.	<b>Storm Sewer</b>	Developer	City Engineer	City Engineer
h.	<b>Streets</b>	Developer	City Engineer	City Engineer
i.	<b>Concrete Curb and Gutter</b>	Developer	City Engineer	City Engineer
j.	<b>Sidewalks</b>	Developer	City Engineer	City Engineer

**H. Public Improvement Standards.**

1. All public improvements shall be installed in accordance with the final plans and specifications as filed with the City of East Grand Forks.
2. All utilities and streets shall be installed according to city construction specifications and shall be approved by the city engineer prior to commencement of any construction activity.
3. The CITY shall obtain all necessary permits before proceeding with any construction.
4. The CITY shall schedule a preconstruction meeting at a mutually agreeable time at the City Hall with all parties concerned, including CITY staff, to review the program for the construction work.

**I. Public Improvement Financing.** A plan shall be drawn up and the city engineer shall follow all statutory requirements to obtain special assessment financing for all necessary public improvements, subject to review and approval by the City Council. All utilities and streets shall be financed by the City of East Grand Forks by special assessment.

**J. City installed improvements.**

1. Any CITY installed improvements utilities; storm sewer, sanitary sewer, water main and curb and gutter shall be completed within two years from the date of this AGREEMENT.
2. All streets shall be installed within three (3) years of the date of this AGREEMENT as approved by the City Council.

**K. Assessment of Costs.** The CITY shall assess the cost of the public improvements, together with administrative, planning, engineering, capitalized interest, legal, and bonding costs against the land in Phase \_\_\_.

The assessments shall be deemed adopted on the date this Agreement is signed by the CITY. The calculation of the special assessment will be based upon the City Engineer's feasibility study multiplied by 1.25. The DEVELOPER waives any and all procedural and substantive objections to the installation of the public improvements and the assessments, including any claim that the assessments exceed the benefit to the property. The DEVELOPER waives any appeal rights otherwise available pursuant to MSA 429.081. The assessments shall be paid over a \_\_\_\_\_ year period without deferment, together with interest at a rate set by the CITY. The CITY may certify the special assessment in two installments at the option of the City. The City may certify the utility improvements; storm sewer, sanitary sewer, water main and curb and gutter with the County upon completion of their installation. The CITY will certify the paving project with the County upon completion of the paving project. The Developer's appeal rights pursuant to MSA 429.081 are reserved only to the extent of the amount, if any that THE assessment exceeds the calculation of the special assessment based upon the City Engineer's feasibility study multiplied by 1.25 as stated above.

**L. Park Dedication.** The DEVELOPER shall pay a cash contribution of \$\_\_\_ in satisfaction of the CITY's park dedication requirements for Phase \_\_\_\_\_. The contribution shall be paid upon the execution of the Agreement. Park dedication requirements for subsequent phases shall be calculated and paid based upon

requirements in effect at the time Development Agreements are entered into for those phases.

**M. Licenses.** The DEVELOPER hereby grants the CITY, its agents, employees, officers, and contractors a license to enter the plat to perform all necessary work and/or inspections deemed appropriate by the CITY during the installation of public improvements by the CITY. The license shall expire after the public improvements installed pursuant to the development contract have been installed and accepted by the CITY.

**N. Ownership of Improvements.** Upon the completion of the work and construction required to be done by this Agreement and acceptance by the CITY engineer, the improvements lying within public easements shall become CITY property without further notice or action.

**O. Responsibility for Costs-Indemnification**

1. The DEVELOPER shall hold the CITY and its officers and employees harmless from claims made by DEVELOPER and third parties for damages sustained or costs incurred resulting from plat approval and development. The DEVELOPER shall indemnify the CITY and its officers and employees for all costs, damages, or expenses which the CITY may pay or incur in consequences of such claims including attorney's fees.
2. The DEVELOPER shall reimburse the CITY for costs incurred in the enforcement of this agreement, including engineering and attorney's fees.
3. The DEVELOPER shall reimburse the CITY for costs incurred by the CITY should the DEVELOPER decide to terminate the project for any reason prior to actually implementing the public improvement project. The costs shall include engineering fees, attorney fees and any other fees incurred by the CITY to include but not limited to all costs incurred to develop the plans referred to in paragraph D above.

**P. DEVELOPER's Default.** In the event of default by the DEVELOPER as to any of the work to be performed by it hereunder, the CITY may, at its option, perform the work and the DEVELOPER shall promptly reimburse the CITY for any expense incurred by the CITY, provided the DEVELOPER is first given written notice of the work in default not less than 48 hours in advance. This Agreement is a license for the CITY to act, and it shall not be necessary for the CITY to seek a Court order for permission to enter the land. When the CITY does any such work, the CITY may, in addition to its other remedies, assess the cost in whole or in part.

**Q. Miscellaneous.**

1. This Agreement shall be binding upon the parties, their heirs, successors, or assigns, as the case may be.
2. Breach of the terms of this Agreement by the DEVELOPER shall be grounds for denial of building permits and /or the sale of lots in the plat.
3. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
4. The action or inaction of the CITY shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding,

amendments or waivers shall be in writing, signed by the parties, and approved by written resolution of the City Council. The CITY's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release

5. The DEVELOPER represents to the CITY to the best of its knowledge that the plat is not of "metropolitan significance" and that an environmental impact statement is not required. However, if the CITY or another governmental entity or agency determines that such a review is needed, the DEVELOPER shall prepare it in compliance with legal requirements so issued from said agency. The DEVELOPER shall reimburse the CITY for all expenses, including staff time and attorney's fees that the CITY incurs in assisting in the preparation of the review.
6. Compliance with Laws and Regulations. The DEVELOPER represents to the CITY that the plat complies with all City, County, State, and Federal laws and regulations, including, but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the CITY determines that the plat does not comply, the CITY may, at its option, refuse to allow any construction or development work in the plat until the DEVELOPER does comply. Upon the CITY's demand, the DEVELOPER shall cease work until there is compliance.
7. This Agreement shall run with the land and may be recorded against the title to the property. After the DEVELOPER has completed the work required of it under this Agreement at the DEVELOPER's request, the CITY will execute and deliver to the DEVELOPER a release.

**R. Notices.** Required notices to the DEVELOPER shall be in writing and shall be either hand delivered to the DEVELOPER, its employees, or agents or mailed to the DEVELOPER by certified or registered mail at the following address: **(Address)**

Notices to the CITY shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by certified mail or registered mail in care of the City Administrator at the following address:

City of East Grand Forks  
Attn: City Administrator  
600 Demers Ave.  
East Grand Forks, MN 56721

**DEVELOPER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY OF EAST GRAND FORKS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Director

STATE OF MINNESOTA )  
  ( §  
COUNTY OF POLK        )

The foregoing Development Agreement dated \_\_\_\_\_ was subscribed to before me in person this day \_\_\_ of \_\_\_\_\_, 20\_\_ , by the \_\_\_\_\_ (Title), of \_\_\_\_\_(Company), a Minnesota corporation on its behalf, who is personally known to me (whose identify I proved on the basis of \_\_\_\_\_, whose identity I proved on the oath/affirmation of \_\_\_\_\_, a credible witness).

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

STATE OF MINNESOTA )  
  ( §  
COUNTY OF POLK        )

The foregoing Development Agreement dated \_\_\_\_\_ was subscribed to before me in person this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Mayor, and by \_\_\_\_\_, City Administrator of the **City of East Grand Forks** (a Minnesota municipal corporation), who are personally known to me, on behalf of the corporation and pursuant to the authority of the City Council.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

# Request for Council Action

Date: November 2, 2011

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Wayne Gregoire, Council Members: Marc Demers, Henry Tweten, Greg Leigh, Mike Pokrzywinski and Ron Vonasek.

Cc: File

From: Greg Boppre, P.E.

RE: Municipal State Aid System Advance

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## Background:

MnDOT State Aid is encouraging communities in advancing State Aid funds because their Advance Code Level is GREEN. This color indicates the fund balance is above the acceptable level, therefore I am recommending advancing State Aid funds to replace 15<sup>th</sup> street ne. The following memo identifies the State Aid balance, the projected 2012 allocation, the TRLF loan repayment for 2012, cost estimate for the project and the required advance.

## Recommendation:

Approve the request to advance funds and pass a resolution to be sent to MnDOT, by November 23, 2011.

## Enclosures:

Memo

Cost estimate

State Aid fund balance

Mr. Tasa email

Mr. Johnston email

TRLF loan repayment schedule

# Memorandum

*To: Honorable Mayor and City Council Members*  
*From: Greg Boppre*  
*cc: Scott Huizenga, City Administrator*  
*Date: Wednesday, November 2, 2011*  
*Subject: 15th Street NE*

MnDOT State Aid is encouraging communities in advancing State Aid funds to complete projects. The State Aid Advance Code level is **GREEN**, which means the fund balance is above the acceptable level. Therefore, I would like to recommend advancing funds to replace 15th Street NE and the following are the existing fund balance and the effect of the advance our our State Aid system:

(I) State Aid balance as of 11/01/2011	\$166,958.36(see attached)
(II) Projected Allocation for 2012	\$478,765.00
Construction Allocation	\$359,074.00
Maintenance Allocation	\$119,691.00
(III) Repayment of TRLF Loan	
Maintenance Account(2/2012)	\$61,822.55
Construction Account(8/2012)	\$75,576.74
(IV) Therefore balance of accounts in 2012	
Construction	\$450,455.62
Maintenance	\$57,868.45
(V) Cost estimate for 15th street	\$812,525.00(see attached)
State Aid	\$450,455.00
Advance	\$362,070.00
(VI) Therefore the City would have to advance the following:	
2013	\$280,074.00(no funds left for 2013)
2014	\$81,996.00(\$196,078 left for 2014)

I believe this is good use of our State Aid funds and would recommend requesting a State Aid advance. The request needs to be in by Wednesday, November 23.

**STREET RECONSTRUCTION**  
**15th St. NE from Hwy. 220 to 5th Ave. NE**  
**EAST GRAND FORKS**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
2104.501	Remove Curb and Gutter	LF	3530	\$5.00	\$17,650.00
2104.505	Remove Concrete Pavement	SY	8000	\$5.00	\$40,000.00
2104.505	Remove Concrete Driveway Pavement	SY	220	\$6.00	\$1,320.00
2104.509	Remove Casting	EA	8	\$250.00	\$2,000.00
2104.511	Sawing Concrete Pavement (Full Depth)	LF	600	\$7.00	\$4,200.00
2105.501	Common Excavation (P)	CY	2,500	\$6.00	\$15,000.00
2105.525	Topsoil Borrow (LV)	CY	200	\$15.00	\$3,000.00
2105.604	Geogrid	SY	8,600	\$4.00	\$34,400.00
2112.604	Subgrade Preparation	SY	8,600	\$2.00	\$17,200.00
2211.607	Aggregate Base (10")	CY	2,389	\$20.00	\$47,780.00
2301.529	Reinforcement Bars (Epoxy Coated)	LB	4,000	\$3.00	\$12,000.00
2301.604	Concrete Pavement 7.0"	SY	7,134	\$45.00	\$321,030.00
2502.541	4" Perforated Drain Tile	LF	3,530	\$3.00	\$10,590.00
2503.511	18" RCP Storm Sewer	LF	600	\$40.00	\$24,000.00
2504.602	Adjust Gate Valve & Box	EA	4	\$300.00	\$1,200.00
2506.516	Casting Assembly, Type A	EA	8	\$1,000.00	\$8,000.00
2506.516	Casting Assembly Type C	EA	2	\$1,200.00	\$2,400.00
2506.602	Install Catch Basin	EA	2	\$3,000.00	\$6,000.00
2506.603	Construct Storm Manhole (48")	LF	10	\$250.00	\$2,500.00
2531.501	Concrete Curb and Gutter, Design B624	LF	3,530	\$15.00	\$52,950.00
2531.507	6" Concrete Driveway Pavement	SY	220	\$50.00	\$11,000.00
2563.601	Traffic Control	LS	1	\$5,000.00	\$5,000.00
2573.530	Storm Drain inlet Protection	EA	10	\$100.00	\$1,000.00
2575.501	Seeding	SY	4000	\$2.00	\$8,000.00
2582.502	4" Broken Line Yellow - Epoxy	LF	450	\$4.00	\$1,800.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$650,020.00</b>
<b>EALC</b>					<b>\$162,505.00</b>
<b>TOTAL</b>					<b>\$812,525.00</b>

**Minnesota Department of Transportation - Office of Finance  
SAAS Status Report  
Municipality: 119-EAST GRAND FORKS  
as of 11/01/2011**

**Municipality: 119-EAST GRAND FORKS**

**Account: 90 - MUNI CONST**

Beg Yr Bal	Allocation	Total	Deposits	Transfers	Disb	Unexp Bal	Enc	B/L Rsrv	Bal Avail	Outstanding Overpymts	State Aid Avail to Adv	Acct to Acct Advances
35,077.00	205,580.48	240,657.48	0.00	-73,000.00	0.00	167,657.48	699.12	0.00	166,958.36	0.00	0.00	0.00
									166,958.36			

**Account: 90B - MUNI CONST BOND**

Beg Yr Bal	Allocation	Total	Deposits	Transfers	Disb	Unexp Bal	Enc	B/L Rsrv	Bal Avail	Outstanding Overpymts	State Aid Avail to Adv	Acct to Acct Advances
0.00	0.00	0.00	0.00	73,000.00	73,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
									0.00			
									0.00			

**Account: 94 - MUNI MAINT**

Beg Yr Bal	Allocation	Total	Deposits	Transfers	Disb	Unexp Bal	Enc	B/L Rsrv	Bal Avail	Outstanding Overpymts	State Aid Avail to Adv	Acct to Acct Advances
0.00	267,087.52	267,087.52	0.00	0.00	267,087.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
									0.00			
									0.00			

**Total Municipality: 119-EAST GRAND FORKS**

35,077.00	472,668.00	507,745.00	0.00	0.00	340,087.52	167,657.48	699.12	0.00	166,958.36	0.00	0.00	0.00
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This report uses tables: CM\_ACCT\_ADV\_FROM\_SUMM, CM\_ACCT\_ENC\_SUMM, CM\_ACCT\_OVERPAYMT\_SUM, CO\_MUNI\_ACCT\_BALS, CO\_MUNI\_INFORMATION, GEN\_FUND\_ADV\_ALL\_YEARS, MASTER\_ACCTS\_EXCL\_FUNDS, PROJ\_ACCT\_ALLOC\_TRANS\_MERGE, SUP\_VALUES

**From:** "Tasa, Luane (DOT)" <luane.tasa@state.mn.us>  
**To:** "Boppre, Greg" <gboppre@fs-mn.com>, "Clauson, Rich" <rich.clauson@wsn.us.com>, "Gray, Craig" <craig.gray@ci.bemidji.mn.us>, "Kildahl, Dave" <dave.kildahl@wsn.us.com>  
**Date:** 10/7/2011 8:28:29 AM  
**Subject:** FW: 2012 MUNICIPAL Advances

Please send me any advance requests by Wednesday, November 23, this year, as noted in the email below. Any questions, please call or email me.

From: Channer, Mark (DOT)  
 Sent: Wednesday, October 05, 2011 9:11 AM  
 To: Leu, Walter (DOT); Tasa, Luane (DOT); Howieson, Kelvin (DOT); Earley, Merle (DOT); Coughlin, Greg M (DOT); Kirsch, Steven (DOT); Regenscheid, Gordy (DOT); Odens, Mel (DOT)  
 Cc: Kjonaas, Rick (DOT); Kowski, Mike (DOT); Martinez, Sandra (DOT); Kildal, Kimberlie (DOT)  
 Subject: 2012 MUNICIPAL Advances

DSAE,

It is that time of year again to solicit your Municipalities for 2012 advances. Please forward this email to all of the Municipal Engineers in your district.

This email is just for the MUNICIPALITIES. There is a separate email for the Counties in your district.

Contact me if you have any questions.

Mark Channer  
 Phone: (651) 366-3828

\*\*\*\*\*

This is the MUNICIPAL email for you to send:

Please refer to the attached Advance Guidelines. State Aid Advances have worked well. All guidelines and processes are ultimately an administrative decision made by the State Aid Engineer with any input and discussion by the Screening Board being taken into consideration. The new guidelines recommended will be based on code levels. Advance Code Levels will be posted on the State Aid Finance website. Bottom line we expect that 2012 advances will be handled as they were in 2011. Note the following:

1. If you need "advance" money we would like you submit your candidate project(s) to your District State Aid Engineer (DSAE) by Wednesday, November 23, 2011. Attached are templates for submitting your candidate projects (one for State Aid fund projects and one for Turnback fund projects).

Note: An explanation why the need for "advance" funds is critical for prioritization and especially if funds aren't available for all projects. Please submit in the justification column or in a cover letter the reason(s) why obtaining "advance" funding is necessary (Federal aid match or other "leveraging" of funds; critical staging of projects; need to integrate with new development; etc.)

2. The DSAE will submit them to SALT in District priority order by Friday, December 2, 2011.

3. SALT will consolidate, prioritize, and approve the projects which will receive "advances" by Friday, December 9, 2011 and will communicate the projects approved for advances.

I think our fall advance program has worked well and we plan to continue that program in 2012.

## MUNICIPAL STATE AID CONSTRUCTION ACCOUNT ADVANCE GUIDELINES

### State Aid Advances

M.S. 162.14 provides for municipalities to make advances from future year's allocations for the purpose of expediting construction. This process not only helps reduce the construction fund balance, but also allows municipalities to fund projects that may have been delayed due to funding shortages.

The formula used to determine if advances will be available is based on the current fund balance, expenditures trends, repayments and the \$20,000,000 recommended threshold. The threshold can be administratively adjusted by the State Aid Engineer and reported to the Screening Board at the next Screening Board meeting.

The process used for advancing is dependent on the code levels which are listed below. Code levels for the current year can be obtained from the SAF website in the "Advances" area.

### State Aid Advance Code Levels

Guidelines for advances are determined by the following codes.

**SEVERE**

**Code RED - SEVERE**- Fund Balances too low. NO ADVANCES - NO EXCEPTIONS

**HIGH**

**Code ORANGE - HIGH** - Fund Balance below acceptable levels. Priority system in use. Advances approved thru DSAE and State Aid Engineer only. Resolution required. Approved projects are automatically reserved.

**GUARDED**

**Code BLUE- GUARDED** - Fund balance low; balances reviewed monthly. Advances on first-come, first-serve basis. Resolution required. Reserve option available only prior to bid advertisement.

**LOW**

**Code GREEN - LOW** - Fund Balance above acceptable level. Advances approved on first-come, first-serve basis while funds are available. Resolution required. High priority projects reserved; others optional.

### General Guidelines for State Aid & Federal Aid Advance Construction

Advancing occurs once a cities account balance is zero. A City Council Resolution must be received by State Aid Finance before any funds will be advanced. Once the resolution is received by SAF, the approved amount will appear in the "Available to Advance" column on the cities Status Report in the State Aid Accounting System (SAAS).

Advances are not limited to the projects listed on the resolution. Project payments are processed in the order received by SAF until the maximum advance amount is reached. Resolutions are

good for year of submission only and can not be submitted for multiple years. Advances are repaid from next year's allocation until fully repaid.

Advance funding is not guaranteed. A "Request to Reserve" funding form can be submitted to ensure funds will be available for your project. Once approved, a signed copy will be returned to the Municipality.

A Sample Resolution and a Request to Reserve Funding form can be obtained from SAF website - <http://www.dot.state.mn.us/safinance>. Mail completed forms to Sandra Martinez in State Aid Finance. Check with your DSAE to see if they want a copy of the forms.

### **Priority System**

A Priority System can be required if the fund balances drop below an acceptable level (Red & Orange Level). This process starts the fall proceeding the advance year. Each city will be required to submit projects to their DSAE for prioritization within the district. The DSAE will submit the prioritized list to SALT for final prioritization.

Requests should include a negative impact statement if project had to be delayed or advance funding was not available. In addition, include the significance of the project.

Priority projects include, but are not limited to projects where agreements have mandated the city's participation, or projects with advanced federal aid. Small over-runs and funding shortfalls may be funded, but require State Aid approval.

### **Advance Limitations**

#### **Statutory - None**

Ref. M.S.162.14, Subd 6.

#### **State Aid Rules - None**

Ref. State Aid Rules 8820.1500, Subp 10& 10b.

#### **State Aid Guidelines**

Advance is limited to four times the municipalities' last construction allotment or \$3,000,000, whichever is less. The limit can be administratively adjusted by the State Aid Engineer.

Limitation may be exceeded due to federal aid advance construction projects programmed by the ATP in the STIP where State Aid funds are used in lieu of federal funds. Repayment will be made at the time federal funds are converted. Should federal funds fail to be programmed, or the project (or a portion of the project) be declared federally ineligible, the local agency is required to pay back the advance under a payment plan mutually agreed to between State Aid and the Municipality.

# SAAS Web Reporting

(Functional / Business View)

## State Aid County and Municipality Reports - SAAS Advance - CSAH & MSAS Funds

**Current Advance Code Levels:**  
( Click Colored Button for more Info)

CITIES	COUNTIES
LOW	LOW

[View Report](#)

[Back](#)

[Log out of system](#)

**From:** "Johnston, Marshall (DOT)" <Marshall.Johnston@state.mn.us>  
**To:** Greg Boppre <gboppre@fs-mn.com>  
**Date:** 11/1/2011 10:07:40 AM  
**Subject:** RE: MSAS

Greg,  
EGF is requesting 25% of its total allocation to be distributed into its Maintenance Account. Your estimated total allocation is \$478,765. 25% of that is \$119,691 that would go into your Maintenance Account, which would leave \$359,074 in your Construction Account.

At the Fall MSB meeting the maximum amount a city can advance was increased. It has been increased to:

Advance is limited to five times the municipalities' last construction allotment or \$4,000,000, whichever is less.

This goes into effect immediately,

So, an estimate of the max you could advance next year is \$1,795,370 (5 \* \$359,074).

Marshall

-----Original Message-----

From: Greg Boppre [mailto:gboppre@fs-mn.com]  
Sent: Tuesday, November 01, 2011 9:56 AM  
To: Johnston, Marshall (DOT)  
Cc: Tasa, Luane (DOT)  
Subject: MSAS

Marshall - I am proposing to the City Council here in East Grand Forks to advance encumber funds for next year for a proposed project on 15th street ne. Therefore, I was wondering the maintenance amount projected for 2012, because I have the tentative 2012 MSAS total apportionment from this falls Needs Report. Thanks for your help.

Greg

**CC:** "Tasa, Luane (DOT)" <Luane.Tasa@state.mn.us>

**Minnesota Department of Transportation - Office of Finance**  
**SAAS Bond Loan Schedule**  
**MUNICIPALITY Accounts**  
**Bond Type : TRLF**  
**as of 10/10/2011**

Co/Muni : EAST GRAND FORKS                      Issue Date: 11/06/2008                      Bond Number: 1  
Issue Amount: 3,466,576.74                      Applied Amount: 1,256,957.92                      Remaining Balance: 2,209,618.82

Total Principal Scheduled: 3,466,576.74                      Total Principal Paid: 73,000.00  
Total Interest Scheduled: 2,145,647.29                      Total Interest Paid: 148,920.52

Payment Type	Account Number	Scheduled Payment Date	Scheduled Payment	Actual Payment Date	Actual Payment
INTEREST	94	08/20/2011	148,920.52	09/07/2011	\$148,920.52
INTEREST	94	02/20/2012	61,822.55		
INTEREST	94	08/20/2012	61,847.94		
INTEREST	94	02/20/2013	60,470.55		
INTEREST	94	08/20/2013	60,470.55		
INTEREST	94	02/20/2014	59,030.78		
INTEREST	94	08/20/2014	59,030.78		
INTEREST	94	02/20/2015	57,554.55		
INTEREST	94	08/20/2015	57,554.55		
INTEREST	94	02/20/2016	56,023.65		
INTEREST	94	08/20/2016	56,023.65		
INTEREST	94	02/20/2017	54,419.85		
INTEREST	94	08/20/2017	54,419.85		
INTEREST	94	02/20/2018	52,761.38		
INTEREST	94	08/20/2018	52,761.38		
INTEREST	94	02/20/2019	51,048.23		
INTEREST	94	08/20/2019	51,048.23		
INTEREST	94	02/20/2020	49,280.40		
INTEREST	94	08/20/2020	49,280.40		
INTEREST	94	02/20/2021	47,439.68		
INTEREST	94	08/20/2021	47,439.68		
INTEREST	94	02/20/2022	45,526.05		
INTEREST	94	08/20/2022	45,526.05		
INTEREST	94	02/20/2023	43,539.53		
INTEREST	94	08/20/2023	43,539.53		
INTEREST	94	02/20/2024	41,480.10		
INTEREST	94	08/20/2024	41,480.10		
INTEREST	94	02/20/2025	39,347.78		
INTEREST	94	08/20/2025	39,347.78		
INTEREST	94	02/20/2026	37,142.55		

**Minnesota Department of Transportation - Office of Finance**  
**SAAS Bond Loan Schedule**  
**MUNICIPALITY Accounts**  
**Bond Type : TRLF**  
**as of 10/10/2011**

INTEREST	94	08/20/2026	37,142.55		
INTEREST	94	02/20/2027	34,864.43		
INTEREST	94	08/20/2027	34,864.43		
INTEREST	94	02/20/2028	32,495.18		
INTEREST	94	08/20/2028	32,495.18		
INTEREST	94	02/20/2029	30,034.80		
INTEREST	94	08/20/2029	30,034.80		
INTEREST	94	02/20/2030	27,501.53		
INTEREST	94	08/20/2030	27,501.53		
INTEREST	94	02/20/2031	24,858.90		
INTEREST	94	08/20/2031	24,858.90		
INTEREST	94	02/20/2032	22,125.15		
INTEREST	94	08/20/2032	22,125.15		
INTEREST	94	02/20/2033	19,300.28		
INTEREST	94	08/20/2033	19,300.28		
INTEREST	94	02/20/2034	16,366.05		
INTEREST	94	08/20/2034	16,366.05		
INTEREST	94	02/20/2035	13,322.48		
INTEREST	94	08/20/2035	13,322.48		
INTEREST	94	02/20/2036	10,169.55		
INTEREST	94	08/20/2036	10,169.55		
INTEREST	94	02/20/2037	6,907.28		
INTEREST	94	08/20/2037	6,907.28		
INTEREST	94	02/20/2038	3,517.43		
INTEREST	94	08/20/2038	3,517.43		
PRINCIPAL	90B	08/20/2011	73,000.00	09/07/2011	\$73,000.00
PRINCIPAL	90B	08/20/2012	75,576.74		
PRINCIPAL	90B	08/20/2013	79,000.00		
PRINCIPAL	90B	08/20/2014	81,000.00		
PRINCIPAL	90B	08/20/2015	84,000.00		
PRINCIPAL	90B	08/20/2016	88,000.00		
PRINCIPAL	90B	08/20/2017	91,000.00		
PRINCIPAL	90B	08/20/2018	94,000.00		
PRINCIPAL	90B	08/20/2019	97,000.00		
PRINCIPAL	90B	08/20/2020	101,000.00		

**Minnesota Department of Transportation - Office of Finance**  
**SAAS Bond Loan Schedule**  
**MUNICIPALITY Accounts**  
**Bond Type : TRLF**  
**as of 10/10/2011**

PRINCIPAL	90B	08/20/2021	105,000.00
PRINCIPAL	90B	08/20/2022	109,000.00
PRINCIPAL	90B	08/20/2023	113,000.00
PRINCIPAL	90B	08/20/2024	117,000.00
PRINCIPAL	90B	08/20/2025	121,000.00
PRINCIPAL	90B	08/20/2026	125,000.00
PRINCIPAL	90B	08/20/2027	130,000.00
PRINCIPAL	90B	08/20/2028	135,000.00
PRINCIPAL	90B	08/20/2029	139,000.00
PRINCIPAL	90B	08/20/2030	145,000.00
PRINCIPAL	90B	08/20/2031	150,000.00
PRINCIPAL	90B	08/20/2032	155,000.00
PRINCIPAL	90B	08/20/2033	161,000.00
PRINCIPAL	90B	08/20/2034	167,000.00
PRINCIPAL	90B	08/20/2035	173,000.00
PRINCIPAL	90B	08/20/2036	179,000.00
PRINCIPAL	90B	08/20/2037	186,000.00
PRINCIPAL	90B	08/20/2038	193,000.00

## Michelle French

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**From:** ceam-bounces@lists.state.mn.us on behalf of Kjonaas, Rick (DOT)  
[Rick.Kjonaas@state.mn.us]  
**Sent:** Wednesday, November 02, 2011 1:28 PM  
**To:** ceam@lists.state.mn.us (ceam@lists.state.mn.us)  
**Cc:** #DOT\_DSAEONLY; Channer, Mark (DOT); Kildal, Kimberlie (DOT); Johnston, Marshall (DOT); Martinez, Sandra (DOT)  
**Subject:** [Ceam] MSAS advance threshold increased  
**Attachments:** ATT218817.txt

Last week the screening board reviewed the MSAS construction fund balance history and decided to recommend an increase in how much a community can advance. State Aid agrees with the recommendation and has made it effective immediately.

Guidelines were

Revised from:

Advance is limited to four times the municipalities' last construction allotment or \$3,000,000, whichever is less.

To:

Advance is limited to five times the municipalities' last construction allotment or \$4,000,000, whichever is less.

Advances still need to be reviewed by the DSAE. The DSAE's are currently compiling a list of advances that are anticipated for 2012 to aid in our planning.

Do good things!!

*Richard B. Kjonaas*

Deputy State Aid Engineer  
651.366.3802  
[Rick.Kjonaas@state.mn.us](mailto:Rick.Kjonaas@state.mn.us)



1925 CENTRAL AVE. NW  
EAST GRAND FORKS, MN 56721  
218\*773\*9756  
fax 218\*773\*9757  
bydaldesigns@integra.net

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December 2, 2009

Mayor Stauss,

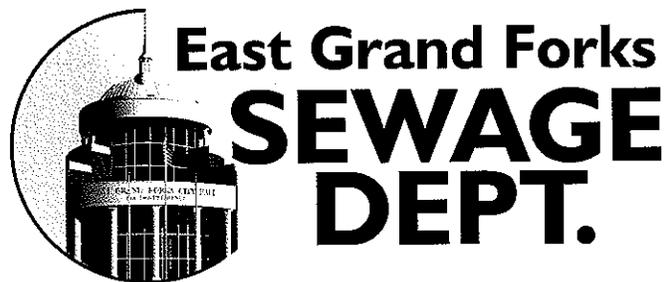
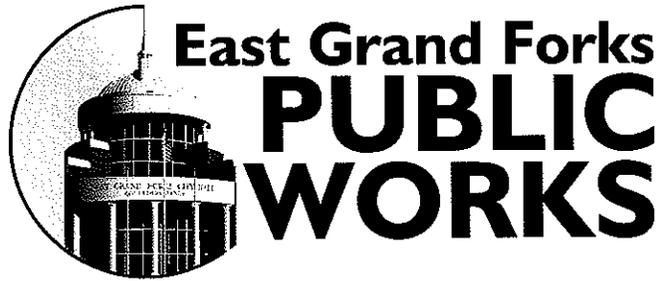
After years of observing the city department trucks and the city identity in general, I have not seen any consistency with the markings and image. I have taken the liberty to put some ideas together to accomplish that. The design could be used for anything that is related to East Grand Forks such as: stationary, doors, signs, flyers, etc. At this point they are ideas and may need some tweaking when a final design is chosen. I would like to visit with you regarding my ideas. Would you give me a call at 701-739-0178 to let me know what works best for you. Please and Thank You.

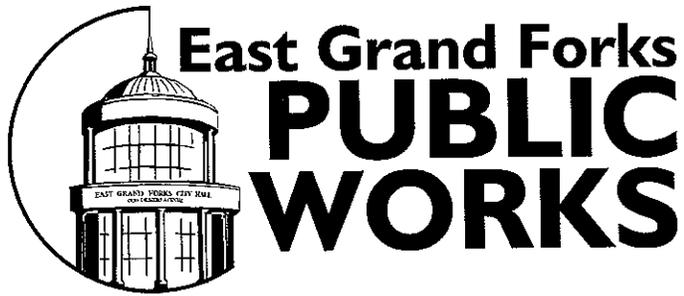
Thank you.

Sincerely,

Bob Bydal

*all designs remain the property of Bydal Signs*





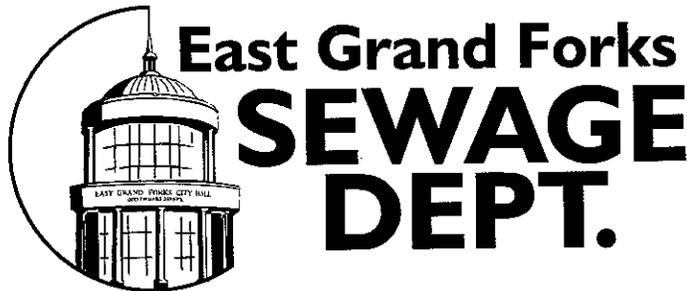
East Grand Forks  
**PUBLIC  
WORKS**



East Grand Forks  
**BUILDING  
INSPECTOR**



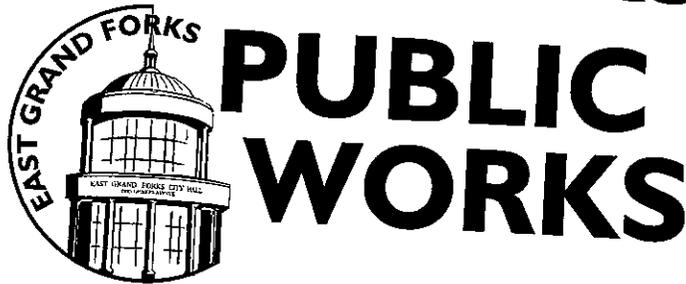
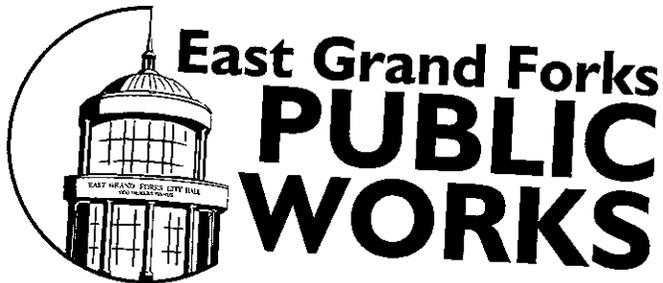
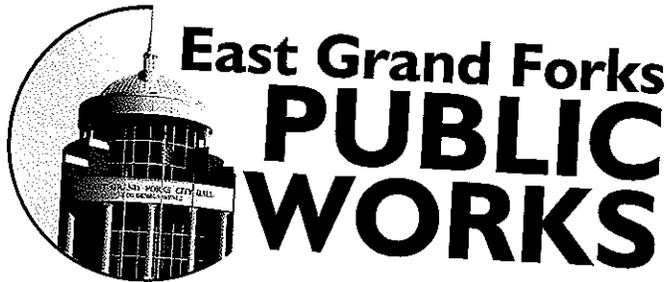
East Grand Forks  
**PARKS &  
RECREATION**



East Grand Forks  
**SEWAGE  
DEPT.**



East Grand Forks  
**STREETS &  
SANITATION**





# **PUBLIC WORKS**



# **BUILDING INSPECTOR**



# **PARKS & RECREATION**



# **SEWAGE DEPT.**



# **STREETS & SANITATION**

