

**AGENDA  
CITY COUNCIL  
CITY OF EAST GRAND FORKS  
NOVEMBER 15, 2011  
5:00 P.M.**

**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 may be 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 November 1, 2011.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of November 8, 2011.

**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 Memorandum of Understanding between AFSCME Local 3452 and the City regarding change in health insurance.
4. Consider approving the Memorandum of Understanding between International Association of Fire Fighters Local 3423 and the City regarding change in health insurance.
5. Consider approving the Memorandum of Understanding between Law Enforcement Labor Services Police Department Local No. 152 and the City regarding change in health insurance.

6. Consider approving the Memorandum of Understanding between Teamsters Local 120 Affiliated with International Brotherhood of Teamsters and the City regarding change in health insurance.
7. Consider approving the Memorandum of Understanding between Teamsters Local 120 Affiliated with International Brotherhood of Teamsters Water & Light and the City regarding change in health insurance.
8. Consider adopting Resolution No. 11-11-109 a Resolution to contract with Medica for health insurance.
9. Consider approving the Lutheran Social Services (LSS) Senior Nutrition Program Site Use Agreement for the East Grand Forks Senior Center and authorize the City Administrator/Clerk-Treasurer to sign on behalf of the City.
10. Consider adopting Resolution No. 11-11-110 a Resoltuion approving the Agency Delegated Contracting Process Agreement No. 99888 between the State of Minnesota Department of Transportation and City of East Grand Forks.

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:**

11. Regular meeting minutes of the Water, Light, Power and Building Commission for October 20, 2011.
12. Regular meeting minutes of the Water, Light, Power and Building Commission for November 3, 2011.

**COMMUNICATIONS: NONE.**

**OLD BUSINESS: NONE.**

**NEW BUSINESS:**

13. Consider approving the request to hire Catherine Johnson, Park Manager, effective December 1, 2011.
14. Consider adopting Resolution No. 11-11-111 a Resolution to publish the request for proposals and market the property as proposed.
15. Consider approving Resolution No. 11-11-112 a Resolution to approve Ideal Areosmith in applying for a loan from the Northwest Regional Enterprise Fund, Inc. of the Northwest Regional Development Commission.
16. Consider approving Resolution No. 11-11-113 a Resolution to approve advancing State Aid Funds for 15<sup>th</sup> St. NE.

**CLAIMS:**

17. Consider adopting Resolution No. 11-11-114 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 11309 for a total of \$975.04 whereas Council Member Buckalew is personally interested financially in the contract.
18. Consider adopting Resolution No. 11-11-115 a Resolution accepting the donation of a snowmobile valued at \$10,530 to assist the City in search and rescue operationo or other purposes as allowed by law.
19. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

**ADJOURN:**

**UNAPPROVED  
MINUTES OF THE  
OF THE  
EAST GRAND FORKS  
CITY COUNCIL  
TUESDAY, NOVEMBER 1, 2011 – 5:00 PM**

**CALL TO ORDER:**

*The Regular Meeting of the East Grand Forks City Council for November 1, 2011 was called to order by Council President Buckalew 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 Lynn Stauss, Council President Craig Buckalew, Council Vice President Wayne Gregoire, Council Members Marc DeMers, Ron Vonasek, Henry Tweten, Mike Pokrzywinski, and Greg Leigh.*

**STAFF PRESENT:**

*Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Michelle French, Executive Assistant; Mike Hedlund, Police Chief; Scott Huizenga, City Administrator; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.*

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present*

**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.” If you would like to address the City Council, please come up to the podium to do so.*

Chief Hedlund introduced Ben Deckert and Jacob Thompson as the new Patrol Officers for the City of East Grand Forks.

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of October 18, 2011.

2. Consider approving the minutes of the “Budget Work Session” for the East Grand Forks, Minnesota City Council of October 19, 2011.
3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of October 25, 2011.
4. Consider approving the minutes of the “Budget Work Session” for the East Grand Forks, Minnesota City Council of October 26, 2011.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE ITEMS ONE (1) THROUGH FOUR (4) AS SUBMITTED.**

*Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.*

*Voting Nay: None.*

**SCHEDULED BID LETTINGS: NONE.**

**SCHEDULED PUBLIC HEARINGS:**

5. Public Hearing to consider adopting Resolution number 11-11-102 approving the adoption of assessment roll #320 for 2010 Assessment Job No.2 – Storm Sewer Improvements – North Star Terrace for a total assessment amount of \$227,487.34.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO OPEN THE PUBLIC HEARING.**

Mr. Boppre stated that the City received a letter from the property owner waiving the public hearing.

**A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER LEIGH, TO CLOSE THE PUBLIC HEARING AND ADOPT RESOLUTION NUMBER 11-11-102 APPROVING THE ADOPTION OF ASSESSMENT ROLL #320 FOR 2010 ASSESSMENT JOB NO.2 – STORM SEWER IMPROVEMENTS – NORTH STAR TERRACE FOR A TOTAL ASSESSMENT AMOUNT OF \$227,487.34.**

*Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.*

*Voting Nay: 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.*

6. Consider adopting Resolution No. 11-11-103 a Resolution authorizing the City Council to order that the following costs, with interest charged at 10% per year beginning on January 1, 2012 for mowing grass on the listed properties be certified to the County Auditor for collection with the 2012 real estate taxes.

7. Consider adopting Resolution No. 11-11-104 a Resolution authorizing the City Council to order that the stated costs beginning on January 1, 2012 for sidewalk replacement on the listed properties be certified to the County Auditor for collection with the 2012 real estate taxes.
8. Consider adopting Resolution No. 11-11-105 a Resolution authorizing the City Council to order that the following costs beginning on January 1, 2012 for delinquent utilities on the listed properties be certified to the County Auditor for collection with the 2012 real estate taxes.
9. Consider adopting Resolution No. 11-11-106 a Resolution approving the proposal from Springsted, Inc. to conduct a complete update to the classification and compensation plan.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER GREGOIRE, TO APPROVE CONSENT MOTIONS NUMBER SIX (6) THROUGH NINE (9) AS SUBMITTED.**

*Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.*

*Voting Nay: None.*

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:**

10. Regular meeting minutes of the Water, Light, Power and Building Commission for September 15, 2011.
11. Regular meeting minutes of the Water, Light, Power and Building Commission for October 6, 2011.

**COMMUNICATIONS: NONE.**

**OLD BUSINESS:**

12. Reconsider adopting Resolution No. 11-10-99 a Resolution supporting the proposed Cost of Service Analysis (COSA) and authorize the City Attorney to incorporate the COSA into a proposed Waste Water Interconnect Intergovernmental Agreement.

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER \_\_\_\_\_, TO RECONSIDER ADOPTION OF RESOLUTION NO. 11-10-99 A RESOLUTION SUPPORTING THE PROPOSED COST OF SERVICE ANALYSIS (COSA) AND AUTHORIZE THE CITY ATTORNEY TO INCORPORATE THE COSA INTO A PROPOSED WASTE WATER INTERCONNECT INTERGOVERNMENTAL AGREEMENT.**

Motion failed for lack of a second.

**NEW BUSINESS:**

13. Consider adopting Resolution No. 11-11-107 a Resolution to submit a technical assistance grant application to Minnesota Clean Energy Resource Teams (CERTs).

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 11-11-107 A RESOLUTION TO SUBMIT A**

**TECHNICAL ASSISTANCE GRANT APPLICATION TO MINNESOTA CLEAN ENERGY RESOURCE TEAMS (CERTS).**

Mr. Huizenga stated that the proposal is for \$12,600. The grant would cover \$10,000 leaving the City contribution of \$2,600 if awarded.

*Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.*

*Voting Nay: None.*

14. Consider approving the quote from Eagle Electric in the amount of \$24,688 for updating the existing lighting in the VFW Arena.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VONASEK, TO APPROVE THE QUOTE FROM EAGLE ELECTRIC IN THE AMOUNT OF \$24,688 FOR UPDATING THE EXISTING LIGHTING IN THE VFW ARENA.**

Mr. Huizenga stated that we are just approving the contract to Eagle, the project was already budgeted.

*Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.*

*Voting Nay: None.*

**CLAIMS:**

15. Consider adopting Resolution No. 11-11-108 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 11164 for a total of \$1,138.56 whereas Council Member Buckalew is personally interested financially in the contract.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 11-11-108 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 11164 FOR A TOTAL OF \$1,138.56 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.**

*Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.*

*Voting Nay: None.*

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

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

*Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.*

*Voting Nay: None.*

**COUNCIL/STAFF REPORTS:**

Council Member Tweten provided a handout on water usage for the past 10 years. Mr. Boyce announced that Water & Light is currently working with an engineering consultant on creating a conservation rate by 2013.

Mayor Stauss, Council Member Tweten, and Council President Buckalew attended the Steamboats on the Red. Council President Buckalew stated that there will be a viewing on November 8<sup>th</sup> at 7 pm on Prairie Public Television.

Council Member Gregoire reminded City Council of the Northland Community Technical College luncheon at 11:30 am.

Council Member Leigh inquired about the landscaping incentive. Mr. Richter stated that this is only for new construction.

Mr. Huizenga stated that the work session on November 8<sup>th</sup> will be held at 4:00 pm in the Council Chambers due to the Election. He requested a suspension of rules for the proposed lease agreement for RJ Zavorals.

Mr. Wachter announced that he has officially turned in his resignation with an ending date of January 6, 2012.

**SUSPENSION OF RULES:**

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO SUSPEND RULES.**

*Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.*

*Voting Nay: None.*

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VONASEK, TO APPROVE THE AMERICAN CRYSTAL SUGAR COMPANY BY-PRODUCTS DISPOSAL AGREEMENT AND LEASE BETWEEN THE CITY OF EAST GRAND FORKS AND RJ ZAVORAL AND SONS, INC.**

Potential odor concerns were discussed and the acreage.

*Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.*

*Voting Nay: None.*

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE NOVEMBER 1, 2011 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:26 P.M.**

*Voting Aye: Pokrzywinski, DeMers, Vonasek, Buckalew, Tweten, Gregoire, and Leigh.*

*Voting Nay: None.*

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Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED  
MINUTES OF THE  
OF THE  
EAST GRAND FORKS  
CITY COUNCIL  
TUESDAY, NOVEMBER 8, 2011 – 4:00 PM**

**CALL TO ORDER**

*The Work Session of the East Grand Forks City Council for November 8, 2011 was called to order by Craig Buckalew, Council President at 4:00 P.M.*

**CALL OF ROLL**

*On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice-President Wayne Gregoire, Council Members Marc DeMers, Ron Vonasek, Henry Tweten, Mike Pokrzywinski, and Greg Leigh.*

**STAFF PRESENT:**

*Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Nancy Ellis, Planning & Zoning; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; and Jim Richter, EDHA Director.*

**DETERMINATION OF A QUORUM**

**1. Speed Study – Nancy Ellis**

Ms Ellis presented the results from the speed study conducted on Bygland Road from October 5, 2011 to October 7, 2011. Ms Ellis stated that the speed counter placed just south of the VFW Arena averaged 31-32 mph heading southbound and average speed heading northbound was 33 mph.

Council Member DeMers stated that he was not in favor of the increase because of the 3 to 3.5 second intervals between vehicles and the residential housing along Bygland Road. Council Member Leigh stated that he didn't think the 35 mph was out of range. Chief Hedlund had discussion in the Police Department and they felt that 35 mph would be safe but 40-42 mph wouldn't be. He stated that if you increase the speed limit, they will always go 5 mph faster. Mayor Stauss also agreed with keeping the same speed limit.

**2. Development Ordinance – Nancy Ellis**

Ms Ellis presented the proposed developers agreements and ordinance. She stated that she has been working with the Planning Commission, Mr. Galstad, and Mr. Boppre. She presented two Developers Agreements and Ordinance. The first option is to develop in phases with two options for developers finance and the ability to hire their own contractors or the City can special assess. The second option states that the road must be in place within three years from when the plat was recorded.

Council Member Leigh asked how this compared with other cities. Ms Ellis stated that some cities require the road to be in place before the first building permit is issued. Mr. Boppre announced that the City is always willing to work with the developer and not be too restrictive and he feels these options do just that. Ms Ellis suggested holding a public hearing to adopt the ordinance. Mr. Galstad stated that he had some minor language changes on the ordinance.

### **3. Municipal State Aid System Advance – Greg Boppre**

Mr. Boppre announced that MnDot is encouraging communities to advance State Aid Funds because they have a fund balance that is above the acceptable level. He recommended advancing State Aid funds to replace 15<sup>th</sup> Street NE. Discussion continued regarding upcoming projects.

### **4. Truck Driver Roster – John Wachter**

Mr. Huizenga announced that with the upcoming retirements in the Public Works Department, he suggested establishing a roster. This item will be referred to City Council for action.

### **5. City Logo on Fleet – Mayor Stauss**

Bob Bydal, Bydal Signs, suggested a consistency with the City logo on vehicles, stationary, signs, flyers, etc. Council Member Leigh expressed his concern with the funding of this project and he isn't sure if the tax payer would like to do this type of project. Council Member DeMers stated that there is no uniformity. Council President Buckalew will appoint a committee with Council Members and staff to work on this project.

### **6. Budget – Scott Huizenga**

Mr. Huizenga gave a brief presentation on the capital improvement program and highlighted changes made to the proposed budget. Discussion occurred regarding the Market Value Homestead Credit. Mr. Huizenga recommended a 0% increase which would create a \$50,000 surplus.

### **7. Other**

Mayor Stauss announced that Senator Klobuchar will be at City Hall on Saturday, November 12<sup>th</sup> at 12:30 pm if anyone is interested in attending.

### **ADJOURN**

**A MOTION WAS MADE BY COUNCIL MEMBER \_\_\_\_\_, SECONDED BY COUNCIL MEMBER \_\_\_\_\_, TO ADJOURN THE NOVEMBER 8, 2011 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT \_\_\_\_\_ P.M.**

*Voting Aye: DeMers, Vonasek, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.*

*Voting Nay: None.*

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Scott Huizenga, City Administrator/Clerk-Treasurer

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF EAST GRAND FORKS  
AND  
AFSCME LOCAL 3452-SUPERVISORS**

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into by and between the City of East Grand Forks (hereinafter "City"), a municipal corporation, and AFSCME Local 3452-Supervisors (hereinafter "Union").

**Recitals**

WHEREAS, the Union is the exclusive representative for certain employees employed by the City in an appropriate unit (hereinafter "Bargaining Unit");

WHEREAS, Minn. Stat. § 471.6161, subd. 5 (2010) provides as follows: "The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits."

WHEREAS, the City intends to change benefits provided by a group insurance contract for Bargaining Unit employees, effective January 1, 2012, from Health Partners to Medica.

WHEREAS, the policies are substantially similar in benefits, but to the best knowledge of both parties the proposed modifications affect bariatric procedures, fertility treatments, and certain prescription drug benefits.

WHEREAS, the change in policies may or may not constitute a change to aggregate value of benefits.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, the City and Union agree as follows:

**Article 1. Reduction in Aggregate Value of Benefits of Group Insurance Contract**

Pursuant to Minn. Stat. § 471.6161, subd. 5 (2010), the City and Union agree to a reduction in the aggregate value of benefits, if applicable, provided under any group insurance contract for Bargaining Unit employees, effective January 1, 2012 through December 31, 2012.

**Article 2. Entire Agreement**

This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this

Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and understandings with respect thereto.

### **Article 3. Amendment, Modification, or Termination**

This Agreement or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest.

### **Article 4. Governing Law and Severability**

**Section 4.1.** This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

**Section 4.2.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

### **Article 5. No Precedent, Past Practice or Other Acknowledgment**

This Agreement is solely for the purposes of resolving the matters described in this Agreement. The terms of this Agreement do not have any precedential value beyond this Agreement or establish any past practice. Neither this Agreement nor its terms can be introduced, referred to, or in any other way utilized in any subsequent negotiations, mediation, arbitration, litigation, or administrative hearing, except as may be necessary to enforce its provisions and terms or as otherwise required by law. This Agreement and any related communications between City and Union or City employees in this matter are not nor can they be construed as an acknowledgment that: (1) City is required to meet and negotiate with Union over any item not specifically addressed in this Agreement or (2) City waives or relinquishes any rights it can exercise unilaterally without meeting and negotiating with the Union. City does not waive and expressly reserves its right to exercise any rights it can exercise unilaterally without meeting and negotiating with Union.

### **Article 6. Binding Effect and No Assignment**

This Agreement is binding upon, and inures, to the benefit of the successors, executors, assigns, heirs and legal representatives of the parties hereto. This Agreement is not assignable by any party. Any purported assignment by any party shall be null and void and not operate to relieve such party of its obligations hereunder.

**Article 7. Execution and Effective Date**

This Agreement is not executed or effective until the latest date affixed to the signatures below.

**Accepted on behalf of AFSCME Local 3452-Supervisors**

By: David Ober  
Its Union Steward

Dated: 11/4/11

By: Chris Kynella  
Its Business Agent

Dated: 11/2/11

**Accepted on behalf of the City of East Grand Forks**

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

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

By: \_\_\_\_\_  
Its City [Clerk or Administrator]

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF EAST GRAND FORKS  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
LOCAL NO. 3423**

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into by and between the City of East Grand Forks (hereinafter "City"), a municipal corporation, and International Association of Fire Fighters, Local No. 3423 (hereinafter "Union").

**Recitals**

WHEREAS, the Union is the exclusive representative for certain employees employed by the City in an appropriate unit (hereinafter "Bargaining Unit");

WHEREAS, Minn. Stat. § 471.6161, subd. 5 (2010) provides as follows: "The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits."

WHEREAS, the City intends to change benefits provided by a group insurance contract for Bargaining Unit employees, effective January 1, 2012, from Health Partners to Medica.

WHEREAS, the policies are substantially similar in benefits, but to the best knowledge of both parties the proposed modifications affect bariatric procedures, fertility treatments, and certain prescription drug benefits.

WHEREAS, the change in policies may or may not constitute a change to aggregate value of benefits.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, the City and Union agree as follows:

**Article 1. Reduction in Aggregate Value of Benefits of Group Insurance Contract**

Pursuant to Minn. Stat. § 471.6161, subd. 5 (2010), the City and Union agree to a reduction in the aggregate value of benefits, if applicable, provided under any group insurance contract for Bargaining Unit employees, effective January 1, 2012 through December 31, 2012.

**Article 2. Entire Agreement**

This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement,

other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and understandings with respect thereto.

**Article 3. Amendment, Modification, or Termination**

This Agreement or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest.

**Article 4. Governing Law and Severability**

**Section 4.1.** This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

**Section 4.2.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**Article 5. No Precedent, Past Practice or Other Acknowledgment**

This Agreement is solely for the purposes of resolving the matters described in this Agreement. The terms of this Agreement do not have any precedential value beyond this Agreement or establish any past practice. Neither this Agreement nor its terms can be introduced, referred to, or in any other way utilized in any subsequent negotiations, mediation, arbitration, litigation, or administrative hearing, except as may be necessary to enforce its provisions and terms or as otherwise required by law. This Agreement and any related communications between City and Union or City employees in this matter are not nor can they be construed as an acknowledgment that: (1) City is required to meet and negotiate with Union over any item not specifically addressed in this Agreement or (2) City waives or relinquishes any rights it can exercise unilaterally without meeting and negotiating with the Union. City does not waive and expressly reserves its right to exercise any rights it can exercise unilaterally without meeting and negotiating with Union.

**Article 6. Binding Effect and No Assignment**

This Agreement is binding upon, and inures, to the benefit of the successors, executors, assigns, heirs and legal representatives of the parties hereto. This Agreement is not assignable by any party. Any purported assignment by any party shall be null and void and not operate to relieve such party of its obligations hereunder.

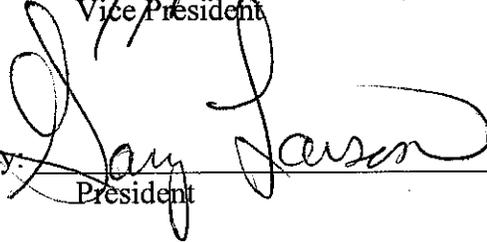
**Article 7. Execution and Effective Date**

This Agreement is not executed or effective until the latest date affixed to the signatures below.

**Accepted on behalf of the Union**

By:   
Vice President

Dated: 11-4-11

By:   
President

Dated: 11-4-11

**Accepted on behalf of the City of East Grand Forks**

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

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

By: \_\_\_\_\_  
Its City [Clerk or Administrator]

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF EAST GRAND FORKS  
AND  
LAW ENFORCEMENT LABOR SERVICES  
POLICE DEPARTMENT LOCAL NO. 152**

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into by and between the City of East Grand Forks (hereinafter "City"), a municipal corporation, and Law Enforcement Labor Services, Inc. (hereinafter "Union").

**Recitals**

WHEREAS, the Union is the exclusive representative for certain employees employed by the City in an appropriate unit (hereinafter "Bargaining Unit");

WHEREAS, Minn. Stat. § 471.6161, subd. 5 (2010) provides as follows: "The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits."

WHEREAS, the City intends to change benefits provided by a group insurance contract for Bargaining Unit employees, effective January 1, 2012, from Health Partners to Medica.

WHEREAS, the policies are substantially similar in benefits, but to the best knowledge of both parties the proposed modifications affect bariatric procedures, fertility treatments, and certain prescription drug benefits.

WHEREAS, the change in policies may or may not constitute a change to aggregate value of benefits.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, the City and Union agree as follows:

**Article 1. Reduction in Aggregate Value of Benefits of Group Insurance Contract**

Pursuant to Minn. Stat. § 471.6161, subd. 5 (2010), the City and Union agree to a reduction in the aggregate value of benefits, if applicable, provided under the group insurance contract with Medica for Bargaining Unit employees, effective January 1, 2012.

**Article 2. Entire Agreement**

This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement,

other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and understandings with respect thereto.

### **Article 3. Amendment, Modification, or Termination**

This Agreement or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest.

### **Article 4. Governing Law and Severability**

**Section 4.1.** This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

**Section 4.2.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

### **Article 5. No Precedent, Past Practice or Other Acknowledgment**

This Agreement is solely for the purposes of resolving the matters described in this Agreement. The terms of this Agreement do not have any precedential value beyond this Agreement or establish any past practice. Neither this Agreement nor its terms can be introduced, referred to, or in any other way utilized in any subsequent negotiations, mediation, arbitration, litigation, or administrative hearing, except as may be necessary to enforce its provisions and terms or as otherwise required by law. This Agreement and any related communications between City and Union or City employees in this matter are not nor can they be construed as an acknowledgment that: (1) City is required to meet and negotiate with Union over any item not specifically addressed in this Agreement or (2) City waives or relinquishes any rights it can exercise unilaterally without meeting and negotiating with the Union. City does not waive and expressly reserves its right to exercise any rights it can exercise unilaterally without meeting and negotiating with Union.

### **Article 6. Binding Effect and No Assignment**

This Agreement is binding upon, and inures, to the benefit of the successors, executors, assigns, heirs and legal representatives of the parties hereto. This Agreement is not assignable by any party. Any purported assignment by any party shall be null and void and not operate to relieve such party of its obligations hereunder.

**Article 7. Execution and Effective Date**

This Agreement is not executed or effective until the latest date affixed to the signatures below.

**Accepted on behalf of [union name]**

By: Michelle Mores  
Its Union Steward

Dated: 11/10/11

By: [Signature]  
Its Business Agent

Dated: 10/28/11

**Accepted on behalf of the City of [city name]**

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

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

By: \_\_\_\_\_  
Its City [Clerk or Administrator]

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF EAST GRAND FORKS  
AND  
TEAMSTERS, LOCAL NO. 120  
AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into by and between the City of East Grand Forks (hereinafter "City"), a municipal corporation, and Teamsters, Local No. 120, Affiliated with International Brotherhood of Teamsters (hereinafter "Union").

**Recitals**

WHEREAS, the Union is the exclusive representative for certain employees employed by the City in an appropriate unit (hereinafter "Bargaining Unit");

WHEREAS, Minn. Stat. § 471.6161, subd. 5 (2010) provides as follows: "The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits."

WHEREAS, the City intends to change benefits provided by a group insurance contract for Bargaining Unit employees, effective January 1, 2012, from Health Partners to Medica.

WHEREAS, the policies are substantially similar in benefits, but to the best knowledge of both parties the proposed modifications affect bariatric procedures, fertility treatments, and certain prescription drug benefits.

WHEREAS, the change in policies may or may not constitute a change to aggregate value of benefits.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, the City and Union agree as follows:

**Article 1. Reduction in Aggregate Value of Benefits of Group Insurance Contract**

Pursuant to Minn. Stat. § 471.6161, subd. 5 (2010), the City and Union agree to a reduction in the aggregate value of benefits, if applicable, provided under any group insurance contract for Bargaining Unit employees, effective January 1, 2012 through December 31, 2012.

**Article 2. Entire Agreement**

This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and understandings with respect thereto.

**Article 3. Amendment, Modification, or Termination**

This Agreement or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest.

**Article 4. Governing Law and Severability**

**Section 4.1.** This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

**Section 4.2.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

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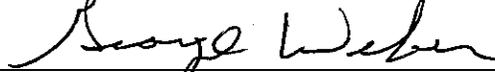
**Article 7. Execution and Effective Date**

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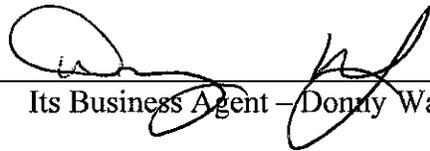
**Accepted on behalf of Union**

By:   
Its Union Steward – Dale Gulbranson

Dated: 11/4/11

By:   
Its Union Steward – George Weber

Dated: 11/4/11

By:   
Its Business Agent – Donny Walz

Dated: 11-4-11

**Accepted on behalf of the City of East Grand Forks**

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

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

By: \_\_\_\_\_  
Its City [Clerk or Administrator]

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF EAST GRAND FORKS  
AND  
TEAMSTERS, LOCAL NO. 120  
AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS WATER & LIGHT**

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into by and between the City of East Grand Forks (hereinafter "City"), a municipal corporation, and Teamsters, Local No. 120, Affiliated with International Brotherhood of Teamsters (hereinafter "Union").

**Recitals**

WHEREAS, the Union is the exclusive representative for certain employees employed by the City in an appropriate unit (hereinafter "Bargaining Unit");

WHEREAS, Minn. Stat. § 471.6161, subd. 5 (2010) provides as follows: "The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits."

WHEREAS, the City intends to change benefits provided by a group insurance contract for Bargaining Unit employees, effective January 1, 2012, from Health Partners to Medica.

WHEREAS, the policies are substantially similar in benefits, but to the best knowledge of both parties the proposed modifications affect bariatric procedures, fertility treatments, and certain prescription drug benefits.

WHEREAS, the change in policies may or may not constitute a change to aggregate value of benefits.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, the City and Union agree as follows:

**Article 1. Reduction in Aggregate Value of Benefits of Group Insurance Contract**

Pursuant to Minn. Stat. § 471.6161, subd. 5 (2010), the City and Union agree to a reduction in the aggregate value of benefits, if applicable, provided under any group insurance contract for Bargaining Unit employees, effective January 1, 2012 through December 31, 2012.

**Article 2. Entire Agreement**

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### **Article 3. Amendment, Modification, or Termination**

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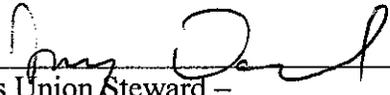
### **Article 6. Binding Effect and No Assignment**

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**Article 7. Execution and Effective Date**

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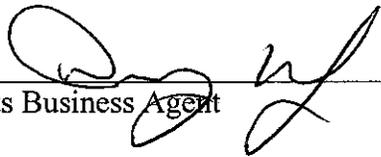
**Accepted on behalf of Union**

By:   
Its Union Steward -

Dated: 11-4-11

By: \_\_\_\_\_  
Secretary-Treasurer

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

By:   
Its Business Agent

Dated: 11-4-11

**Accepted on behalf of the City of East Grand Forks**

By:   
Commission President

Dated: 11-7-11

By:   
Secretary to the Commission

Dated: 11-7-11

**RESOLUTION NO. 11 – 11 - 109**

**A RESOLUTION TO CONTRACT WITH MEDICA FOR HEALTH INSURANCE**

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

WHEREAS, the City of East Grand Forks is has elected to terminate its health insurance coverage with Health Partners effective January 1, 2012;

WHEREAS, the Union and Non-Union employees have chosen a health insurance contract through Medica due to the lower overall cost;

BE IT RESOLVED, that the City Council authorizes the Mayor and the City Administrator to execute all necessary documents related to the health insurance change.

Voting Aye:  
Voting Nay: None.  
Absent: None.

The President declared the resolution passed.

Passed: November 15, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 15<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Mayor



# City of East Grand Forks

600 DeMers Ave • P.O. Box 373 • East Grand Forks, MN 56721  
218-773-2483 • 218-773-9728 fax      [www.eastgrandforks.net](http://www.eastgrandforks.net)

---

November 15, 2011

Health Partners  
PO Box 1309  
Minneapolis, MN 55440-1309

RE: City of East Grand Forks Group #23103

To Whom It May Concern:

The City of East Grand Forks has elected to terminate its health insurance coverage with Health Partners effective 1/1/2012. We have chosen a health insurance contact through Medica due to the lower overall cost. We wish to thank Health Partners for the past three years of service.

Thank you,

City of East Grand Forks

A handwritten signature in black ink, appearing to read "S. Huizenga", written over a horizontal line.

Scott Huizenga  
City Administrator/Clerk-Treasurer

HMH/tmk

**LSS SENIOR NUTRITION PROGRAM**

715 North 11<sup>th</sup> St, Suite 401C, Moorhead, MN 56560  
 Phone: 218-233-7521, Toll-free: 1-800-488-4146, Fax: 218-236-0836

**SITE USE AGREEMENT - 2012**

Site Name EAST GRAND FORKS

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Nutrition Program in EAST GRAND FORKS.

This agreement made this 24<sup>th</sup> day of October, 2011, by and between CITY OF EAST GRAND FORKS, hereafter referred to as the Company and the LSS Senior Nutrition Program, 715 North 11<sup>th</sup> Street, Suite 401C, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

I. All correspondence regarding this agreement will be between the Nutrition Program Director or Assistant Director and the CITY OF EAST GRAND FORKS.

II. The Nutrition Program agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City of EAST GRAND FORKS, Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of EAST GRAND FORKS, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by the Nutrition Program. The Company agrees to arrange for an annual fire inspection and notify the Nutrition Program of results. Fire inspecting must be completed by professionally trained personnel.

III. The closing of sites on holidays will be determined by the Nutrition Program and the Company one month prior to the holiday. Nutrition sites usually observe six holidays a year which include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

IV. The Nutrition Program agrees to restore community facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Notwithstanding this undertaking, basic custodial services such as floor maintenance, window washing, cleaning of rest rooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior and exterior of the facilities are the responsibility of the building owner.

V. The Nutrition Program shall procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars (\$1,000,000.00) and Workers Compensation Insurance on all Nutrition Program staff relating to the site mentioned above. The Nutrition Program shall hold the building owner harmless for that portion of any damages or injury occurring on the rented premises for which the Nutrition Program may be found liable.

VI. The Company agrees to maintain, inspect and repair and to assume sole financial responsibility for the facility due to mechanical and electrical problems. The Company agrees to have all fire extinguishers inspected yearly by a licensed inspector at company expense. A dated and signed tag must be placed on each extinguisher.

VII. The Company agrees to furnish the Nutrition Program information about insurance coverage and dollar value of each type of coverage carried which relates to the facility and persons using the facility.

VIII. In the event of a disaster, the Company agrees to allow the Nutrition Program to use facilities for the preparation, serving and distribution of meals/food and in an extreme disaster for housing of disaster victims.

IX. The Company agrees to provide facilities and utilities free of charge to the Nutrition Program. Satellite sites receiving meals from a Central Kitchen site may be requested to provide reimbursement to the Central Kitchen site and the payment to be made directly to the Company.

X. In the event the Nutrition Program or the Company must cancel all or part of the terms of this agreement, the Company and the Nutrition Program will provide the other agency 30 days notice in writing. Upon written receipt by the Company from LSS, this agreement is subject to immediate termination by the Nutrition Program should federal, state, or local dollars be reduced or withdrawn.

XI. The Company agrees to allow the Nutrition Program use of the facility kitchen/dining areas for the term January 1, 2012 to December 31, 2012, to be used as a nutrition site for seniors on the following days/evenings:

XII. Other: \_\_\_\_\_

XIII. **For Housing Projects only:** Please provide your tenant ratio of under 60 years of age \_\_\_\_\_% and over 60 years of age \_\_\_\_\_%.

LSS SENIOR NUTRITION PROGRAM

FACILITY OWNER/OPERATOR

\_\_\_\_\_  
Senior Program Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax#

\_\_\_\_\_  
E-mail:

**RESOLUTION NO. 11 – 11 - 110**

**A RESOLUTION TO APPROVE THE AGENCY DELEGATED CONTRACTING PROCESS AGREEMENT NO. 99888 BETWEEN THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION AND CITY OF EAST GRAND FORKS.**

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

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of East Grand Forks to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the City Administrator are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 99888,” a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Voting Aye:  
Voting Nay: None.  
Absent: None.

The President declared the resolution passed.

Passed: November 15, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 15<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Mayor



November 1, 2011

Scott Huizenga  
City Administrator  
PO Box 373  
East Grand Forks, MN 56721

RE: Agency Delegated Contracting Process Agreement  
Agency Agreement No. 99888

Dear Scott:

Enclosed please find three (3) copies of the agency agreement between the City of East Grand Forks and MnDOT, which allows for MnDOT to act as the City's agent in accepting federal aid.

Therefore, please execute all three copies and a certified resolution (a sample resolution is attached) must be attached as the last page for each copy.

If you have any questions or need further information, please contact our office.

Respectfully yours,  
FS Engineering



Greg Bopp, P.E.

GB/kkr



**Minnesota Department of Transportation**

**State Aid for Local Transportation**

395 John Ireland Boulevard, MS 500  
Saint Paul, MN 55155

October 28, 2011

Greg Boppre  
East Grand Forks City Engineer  
PO Box 385  
1600 Central Ave NE  
East Grand Forks MN 56721

**SUBJECT: Agency Delegated Contracting Process Agreement  
Agency Agreement No. 99888**

Dear Mr. Boppre:

Attached are three copies of the agency agreement between the City of East Grand Forks and MnDOT, which allows for MnDOT to act as the City's agent in accepting federal aid. This agreement is intended to cover all federally funded projects that the City of East Grand Forks is awarded funds for until revisions are needed to the agreement. It supersedes the agreement executed in or about 2003, which is referenced in this agreement. There are not substantial changes to the agreement. There is a more clear reference to the DCP checklist as well as requirements and references to other State Aid policies and procedures rather than MnDOT's. I also get frequent calls questioning the CFDA number for the projects so I added that information.

While I do not anticipate that the requirements in Section I.J.1 will apply to you, the language required by federal law and must be included in all federally funded project agreements as of October 1, 2010. Please review the agreement and if approved, have all three copies signed. A Council resolution similar to the attached example must be passed. The certified resolution should then be placed as the last page in each of the three copies of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return all three copies of the agreement to me for MnDOT signatures. A fully executed copy will be returned to you.

If you have any questions or need any revisions, please feel free to contact me at 651.366.3822.

Sincerely,

Lynnette Roshell, PE  
Project Development Engineer

Enclosures

cc: Louane Tasa DSAE  
File

An Equal Opportunity Employer



STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF EAST GRAND FORKS  
FOR FEDERAL PARTICIPATION IN CONSTRUCTION

---

This agreement is entered into by and between the City of East Grand Forks and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the City desires MnDOT to act as the City agent in accepting federal funds on the City behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project(s)"; and

This agreement is intended to cover all federal aid projects initiated by the City and therefore has not specific State Project number tied to it, and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

This agreement supersedes agreement number 84196 and;

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE CITY

- A. DESIGNATION. The City designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website
- B. STAFFING.
  - 1. The City will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the City elects to use a private consultant for construction engineering services, the City will provide a qualified, full-time public employee of the City, to be in responsible charge of the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City

from its primary responsibility for performance of the work.

2. During the progress of the work on the Project(s), the City authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the City will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

C. **LETTING.** The City will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

1. The City will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project(s). Any Project(s) advertised prior to authorization will not be eligible for federal reimbursement.
2. The City will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
3. The City will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The City will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the City will receive the sealed bids.
4. The City may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s).
5. The City will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
6. The City will receive and open bids.
7. After the bids are opened, the City Council will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the City will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

D. **CONTRACT ADMINISTRATION.**

1. The City will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.
2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the City Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The City will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for performance of the work.
4. The City will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The City will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The City will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The City may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s) with the Contractor. The City will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the City that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The City will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The City will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the City. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The City will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS.

1. The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the City. The City will pay any part of the cost or expense of the Project(s) that is not paid by federal funds.
2. The City will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the City will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
3. Following certification of the partial estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project(s), the City will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the City will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
5. Following certification of the final estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The City will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the City to carry out the above requirements.

3. Workers' Compensation. Any and all employees of the City or other persons while engaged in the performance of any work or services required or permitted by the City under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The City will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
4. Utilities. The City will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. AUDIT.

1. The City will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the City are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of seven years. The City will be responsible for any costs associated with the performance of the audit.

H. MAINTENANCE. The City assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. CLAIMS. The City acknowledges that MnDOT is acting only as the City's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The City will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The City will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The City's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

J. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the City to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The City is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the City provides information to the MnDOT as required.

1. Reporting of Total Compensation of the City's Executives.

- a. The City shall report the names and total compensation of each of its five most highly compensated executives for the City's preceding completed fiscal year, if in the City's preceding fiscal year it received:
- i. 80 percent or more of the City's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- b. Total compensation means the cash and noncash dollar value earned by the executive during the City's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The City must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
3. The City will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
4. The City's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the City unless and until the City is in full compliance with the above requirements.

## II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the City for the receipt and disbursement of federal funds and will act in accordance herewith.

### B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the City copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.
3. MnDOT will review and certify the DBE participation and notify the City when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then City must decide whether to proceed with awarding the contract. Failure to obtain such certification, will result in the project becoming ineligible for federal assistance, and the City must make up any shortfall.
4. MnDOT will provide the required labor postings.

### C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will reimburse the City, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and

specifications, MnDOT will promptly release any remaining federal funds due the City for the Project(s).

4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the City may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- D. **AUTHORITY.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.
  - E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The City will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
  - IV. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
  - V. **AMENDMENTS.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
  - VI. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05.
  - VII. **CANCELLATION.** This agreement may be canceled by the City or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the City as set forth in this Agreement. In the event of such a cancellation the City will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
  - VIII. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

**Remainder of this page left intentionally blank**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**CITY OF EAST GRAND FORKS**

City certifies that the appropriate person(s) have executed the contract on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Title: Director \_\_\_\_\_  
State Aid for Local Transportation

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held October 20, 2011 at 5:00 P.M.

Present: Quirk, Ogden, Brickson

Absent: Tweten

It was moved by Commissioner Ogden second by Commissioner Brickson that the minutes of the previous meeting of October 6, 2011 be approved as read.

Voting Aye: Quirk, Ogden, Brickson

Voting Nay: None

It was moved by Commissioner Brickson second by Commissioner Ogden to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$995,422.00.

Voting Aye: Quirk, Ogden, Brickson

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Brickson to approve the lighting project at the VFW Arena to be paid with CIP funds.

Voting Aye: Quirk, Ogden, Brickson

Voting Nay: None

Commissioner Brickson exited the meeting at 5:30 P.M.

It was moved by Commissioner Ogden second by Commissioner Quirk to adjourn to the next regular meeting on November 3, 2011 at 5:00 P.M.

Voting Aye: Quirk, Ogden

Voting Nay: None

Lori Maloney  
Sec'y

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held November 3, 2011 at 5:00 P.M.

Present: Brickson, Tweten

Absent: Quirk, Ogden

The meeting proceeded pursuant to the resolution passed February 6, 1990, pertaining to less than a quorum present to consider bills and payroll only.

It was moved by Commissioner Tweten second by Commissioner Brickson to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$ 1,030,843.93.

Voting Aye: Brickson, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Brickson to adjourn to November 7, 2011 at 5:00 P.M.

Voting Aye: Brickson, Tweten

Voting Nay: None

Lori Maloney  
Sec'y

# Request for Council Action

Date: October 28, 2011

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

Cc: File

From: Dave Aker

RE: Hire a Park Manager

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## Background:

Catherine Johnson has been an employee of the Red River State Recreation Area for three years. She has been Gladwin's right hand person for this year (2011). She works in the office as the full-time office lead. She knows the duties of the daily operation and the tough decisions with campers. Her knowledge of the park and experiences are invaluable. She is the Park Naturalist, which involves many programs throughout the summer. Gladwin has taught her the duties of opening the park and closing it, what valves to shut off and where troubles may occur. She has the education and past work experience to be the new Park manager.

Recommendation: It is my recommendation to hire Catherine Johnson effective December 1. She would not be working then but there are certain workshops she has to attend for the DNR upcoming in December and then beginning of next year.

Enclosures: Catherine's resume

**Catherine Johnson**  
1412 Chestnut Street  
Grand Forks, ND 58201  
218-791-1403

**Work History-**

**Red River State Recreation Area-**

515 2<sup>nd</sup> Street NW , East Grand Forks, MN 56721

Supervisor-Gladwin Lynne 218-773-4950

May 2009-present

Title-OAS/Park Worker

Duties-full-time office lead. Order and receive supplies for office, nature store and campground. Track and maintain all inventory needed for daily operations. Maintain daily records of revenue collected/bank deposits. Greet and register park visitors and disperse information on park, park rules, regulations and other area attractions.

Park Naturalist-design and present programs that connect kids, with nature.

Certified basic archery instructor, with NSAP.

**Cirrus Design Corporation-**

1400 South 48<sup>th</sup> Street, Grand Forks, ND 58201

Supervisor-Dennis Relota 701-335-4260

October 2001-February 2009

Title- Composite Fabricator.

Duties-follow work instructions and blue prints to assemble parts for aircraft assembly. Worked with pre-preg fiberglass and carbon fiber. Lead for flex team of 15 employees that would fill in various area as needed. Lean manufacturing team member.

**Other jobs held in the past-**

Zippel Bay State Park

Sunset Lodge on Oak Island

Catering supervisor UND

**Education-**

Thompson Public School- Thompson, ND

NDSU-Bottineau School of Forestry, Bottineau, ND

Wildlife and Fisheries Management Technology Degree.

Wildlife/Forestry Conservation

Certified Basic Archery Instructor.  
Naturalist Corps Training.

Conduct nature programs/activities every other weekend all season, with main focus on kids, all welcome.

- How to be a nature detective
- Fishing safety.
- Archery in the Park.
- Small mammals of MN.
- Nature tracks.
- Bird observations.
- Dragonfly friends.

Retail Manager-

When I started in office at campground in 2009, the only other items sold in office; beside the basic walking sticks, pins, patches where a polo shirt and calendar.

I have added (with Gladwins's approval) new items every year, as space allows.

This year

Books-story, history, field guides, activity books(nature, history, and Earth). Sales this so far total- \$255.23.

Other souvenirs add this year total- \$239.29

Designed and print RRSRA brochure that I take to Fishers Landing Visitor Center and Grand Forks Visitor Center to bring in new campers.

**RESOLUTION NO. 11 – 11 - 111**

**A RESOLUTION TO PUBLISH THE REQUEST FOR PROPOSALS AND MARKET THE PROPERTY AS PROPOSED**

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

**WHEREAS**, the City of East Grand Forks is the owner of real property located in downtown East Grand Forks, and;

**WHEREAS**, this property is in a highly desirable location at Fourth (4<sup>th</sup>) Street NW and Demers Avenue, and;

**WHEREAS**, as the owner, the City of East Grand Forks is proposing to encourage private development of this property, and;

**WHEREAS**, the East Grand Forks City Council has asked the East Grand Forks Economic Development Authority to initiate a proposal for development.

**THEREFORE**, the East Grand Forks City Council adopts the Request for Proposals compiled by the East Grand Forks Economic Development Authority, to publish the Request for Proposals and market the property as proposed.

Voting Aye:  
Voting Nay: None.  
Absent: None.

The President declared the resolution passed.

Passed: November 15, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 15<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Mayor

# Request for Council Action

Date: November 9th, 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: Economic Development Housing Authority

RE: Consider Request for Proposal to develop City owned property on 4<sup>th</sup> St. and Demers Avenue.

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This is the final draft of the RFP for development of the land on 4<sup>th</sup> and Demers. We will proceed in advertising in the appropriate media outlets and complement the process with some direct mailings to qualified developers.

Any questions prior to the meeting please call me at 773-2371.

**REQUEST FOR PROPOSALS  
DEVELOPMENT OF CITY OWNED VACANT LAND  
DOWNTOWN EAST GRAND FORKS, MN**

**BACKGROUND**

After the 1997 Flood event, the City of East Grand Forks reinvested a considerable amount of funds in the reconstruction and revitalization of our downtown. New infrastructure alone was valued at well over \$30,000,000.00. That reconstruction continues as new and higher uses for existing buildings and property is realized. The objective of the Request for Proposals (RFP) for development of these vacant lots is the city's continued commitment to create a viable corridor from downtown to the Gateway East commercial area on Highway 2 and 220.

**REQUEST FOR PROPOSALS**

The City of East Grand Forks, in conjunction with the East Grand Forks Economic Development Housing Authority is issuing a RFP to find an experienced development team to create a compatible residential and commercial project in the area detailed below. Proposals will be evaluated based on the criteria described in this document. Any developer selected will be required to execute a Letter of Understanding that will establish the basis for future legal agreements associated with project development.

**LOCATION**

The development area is detailed below. The site consists of two (2) parcels that are located along and at the intersection of Fourth (4<sup>th</sup>) Street NW and DeMers Avenue, downtown East Grand Forks. The property is owned by the City of East Grand Forks. The parcels combine to approximately an area of 48,000 square feet and have a market value of \$96,000. The value of the infrastructure supporting the location is approximately \$150,000 for a total valuation of \$246,000.

**LEGAL DESCRIPTION**

Lots Five through Twelve (5-12), Parcel Number 83.00993.01, and Lots Thirteen through Twenty (13-20), Parcel Number 83.00994.00, Block One (1), Budge's Third (3<sup>rd</sup>) Addition) to the City of East Grand Forks, MN.

**DEVELOPMENT INCENTIVES**

In addition to the land and appurtenances the city proposes to utilize a package of Tax Increment Financing (TIF) and interest loan funds to provide financing gaps. Both incentives would be determined by the scope of the project and subject to the East Grand Forks City Council and the Economic Development Authority (EDA) Board approval.

## **SUBMISSION REQUIREMENTS**

All project proposals must comply with the City's Land Development code and Downtown Design Guidelines. Developers responding to this RFP must provide the following:

1. Description of development team.
  - ❖ Lead development firm and key personnel.
  - ❖ Technical partners (e.g., architects, engineers, builders, financial and legal advisers) and each firm's key personnel.
  - ❖ Each firm's experience and expertise in comparable mixed-use developments, and length of time each firm has been in business.
2. Description of comparable projects.
  - ❖ Provide detailed examples of at least two (2) projects of similar scope; include descriptions of team members' types and levels of project involvement, from inception through completion, as well as project timelines.
  - ❖ Detail financing packages used in comparable projects.
  - ❖ Examples of projects developed using "greener" techniques.
  - ❖ References, including contact information, for each example project.
3. Description of proposed project(s).
  - ❖ Preliminary site plan, floor plans and elevation drawings.
  - ❖ Identification of components (e.g., office space, retail space, senior rental housing, condo, etc.), including detailed description and size of each.
  - ❖ Estimated target value per component (e.g., retail @ \$x/sf, 2 bedroom rentals at \$y/unit/month; condos selling at \$z/unit).
4. Financing.
  - ❖ Detailed construction and operation pro formas.
  - ❖ Detailed statement of sources and uses.
  - ❖ Demonstration of financial capability, including experience with comparable projects (include letters of commitment from funding sources).

## **EVALUATION CRITERIA**

Respondents are directed to the downtown plan update, which provides information on market potential and development concepts at our website: [www.theforksmppo.org/pages/project.html](http://www.theforksmppo.org/pages/project.html). This document will serve as an overall guide for the RFP review committee, which will consist of elected officials, city staff, and/or downtown business people. The evaluation of proposals will be based upon the following factors:

1. A comprehensive development strategy that is transformative and offers iconic elements emblematic of a gateway to downtown.
2. The experience and success of the lead developer in similar projects.
3. Knowledge and experience with relevant market segments.
4. Demonstrated ability of team firms to partner with units of local government.
5. Financial capacity, including ability to (a) leverage and secure private financing, and (b) sustain long-term operations of commercial/rental projects.

6. Design/construction capacity as evidenced by successful completion of similar ventures, including infill construction with an urban setting.

Preference points:

1. Strictly residential proposals are acceptable; however, preference will be given to proposals that include commercial/retail space.
2. Preference will be given to proposals that include significant “greener” building techniques and long-term environmental sustainability.
3. Proposals that include mixed-income residential units, and that contain both owner-occupied and rental components, all other things being equal, will rank higher
4. Proposals that require fewer city incentives/resources, all other things being equal, will rank higher.

### **TIMETABLE**

<b><u>Date</u></b>	<b><u>Item</u></b>
November 15, 2011	Request for Proposal issued
February 1, 2012	Deadline for submission of proposal materials (5.00 p.m.)
February 8–10, 2012	Developer presentations/interview with review committee

### **GENERAL INSTRUCTIONS**

1. Please direct inquiries and submissions to:

James S. Richter  
 Executive Director  
 East Grand Forks EDHA  
 600 DeMers Avenue  
 East Grand Forks, MN 56721  
 (218) 773-2371

2. Signature Requirements: Proposals must be signed by a duly authorized official of the lead submitting firm.
3. Rejection Rights: The City of East Grand Forks and/or the East Grand Forks Economic Development Authority (EDA) reserves the right to waive irregularities, to reject any or all proposals, to re-solicit proposals, and to negotiate with selected proposers if such action is deemed to be in their best interest.
4. The City of East Grand Forks and/or the East Grand Forks Economic Development Authority retains the right to negotiate modifications to all submissions.

5. Compliance: This project may be assisted with funds from the State authorized TIF. If so, the successful developer must comply with all applicable regulations, including but not limited to Affirmative Action and Equal Employment Opportunity, Labor Standards, and Environmental Standards.
6. Cost of Proposal Preparation: No reimbursement will be made for any costs incurred in responding to this Request.
7. Prohibited Interest: No member, officer, or employee of the City of East Grand Forks, its governing body or of any local public body having jurisdiction within the City of East Grand Forks service area, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

## **CONTACT INFORMATION**

### **East Grand Forks City Information**

EDA (primary)	James S. Richter–218-773-2371
Downtown Plan Update	MPO - Nancy Ellis–218-773-0124
Engineering	FS Engineering–218-773-1184
Inspections	Tom Spoor–218-773-2208
Planning	MPO - Nancy Ellis – 218-773-0124

**RESOLUTION NO. 11 – 11 - 112**

**A RESOLUTION TO PUBLISH THE REQUEST FOR PROPOSALS AND MARKET THE PROPERTY AS PROPOSED**

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

Be it resolved that The City of East Grand Forks, Polk County, Minnesota, is the unit of government in which the project titled Ideal Aerosmith, Inc. is to be located and Ideal Aerosmith, Inc., will be applying for a loan from the Northwest Regional Enterprise Fund, Inc. of the Northwest Regional Development Commission.

Ideal Aerosmith, Inc is hereby authorized to apply to the Northwest Regional Development Commission for financing with the approval of the City of East Grand Forks, MN.

Voting Aye:  
Voting Nay: None.  
Absent: None.

The President declared the resolution passed.

Passed: November 15, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 15<sup>th</sup> day of November, 2011.

\_\_\_\_\_  
Mayor

# Request for Council Action

Date: November 7, 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: Economic Development Housing Authority

RE: Consider Northwest Regional Enterprise Fund Resolution of Jurisdictional Approval for Ideal Aerosmith.

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This is a standard resolution required by the Northwest Regional Enterprise Fund when business entities in our community are requesting loan funds from the commission.

Any questions prior to the meeting please call me at 773-2371.

## RESOLUTION NO. 11 – 11 - 113

### A RESOLUTION TO APPROVE ADVANCING STATE AID FUNDS FOR 15<sup>TH</sup> ST NE

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

WHEREAS, the Municipality of East Grand Forks is planning to implement Municipal State Aid Street Project in 2012 which will require State Aid funds in excess of those available in its State Aid Construction Account, and

WHEREAS, said municipality is prepared to proceed with the construction of said projects through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date 11/01/2011	\$ 166,958.36
Less estimated disbursements:	
Project#119-130-001	\$ 949,533.00
Bond Principle (if any)	\$ 154,576.74 (2012/2013)
Total Estimated Disbursements	\$1,104,109.74
Advance Amount (amount in excess of acct balance)	\$ 937,151.38

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10B, and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, Be It Resolved: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project of the Municipality of East Grand Forks in an amount up to \$937,151.38. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid

Voting Aye:

Voting Nay: None.

Absent: None.

The President declared the resolution passed.

Passed: November 15, 2011

Attest:

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City Administrator/Clerk-Treasurer

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President of Council

I hereby approve the foregoing resolution this 15<sup>th</sup> day of November, 2011.

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Mayor

# 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.



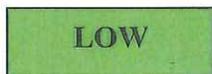
**Code RED - SEVERE**- Fund Balances too low. NO ADVANCES - NO EXCEPTIONS



**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.



**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.



**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**

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)

**RESOLUTION NO. 11 – 11 – 114**

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 Hardware Hank the goods referenced in check number 11309 for a total of \$975.04.

WHEREAS, Craig Buckalew, 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 \$975.04 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.
4. Resolution passed by unanimous vote of the council on November 15, 2011.

Voting Aye:  
 Voting Nay: None.  
 Abstain: Buckalew.

The President declared the resolution passed.

Passed: November 15, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 15<sup>th</sup> of November, 2011.

\_\_\_\_\_  
Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

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

I, Craig Buckalew, being duly sworn states the following:

1. I am 3<sup>rd</sup> Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 11309 for a total of \$975.04.
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 November 15, 2011.

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)

**RESOLUTION NO. 11 – 11 - 115**

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

**WHEREAS**, The City of East Grand Forks is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

**WHEREAS**, Dakota Aerie #350 (Eagles) of 227 10<sup>th</sup> St NW of East Grand Forks is making a donation of a snowmobile valued at \$10,530 assist the city in search and rescue operations or other purposes, as allowed by law; and

**WHEREAS**, The City Council finds that it is appropriate to accept the donations offered.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST GRAND FORKS, MINNESOTA, AS FOLLOWS:**

1. The donation described above is accepted and shall be used for a Search and Rescue Snowmobile for the City of East Grand Forks.
2. The city administrator is hereby directed to issue a receipt to Dakota Aerie #350 acknowledging the city's receipt of the donor's donation.

Voting Aye:

Voting Nay: None.

The President declared the resolution passed.

Passed: \_\_\_\_\_, 2011

Attest:

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

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

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

\_\_\_\_\_  
Mayor

# Accounts Payable

## Check Register Totals Only

User: mfrench  
Printed: 11/10/2011 - 10:16 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
11253	11/15/2011	ACM001	Acme Electric Companies	267.32	0
11254	11/15/2011	ADV001	Advanced Business Methods Inc	192.39	0
11255	11/15/2011	ALT001	Altru Health System	610.00	0
11256	11/15/2011	AMA001	Amazon.com	420.09	0
11257	11/15/2011	AME002	American Tire Service	544.38	0
11258	11/15/2011	AME005	Ameripride Linen & Apparel Services	338.76	0
11259	11/15/2011	ANN002	Anne Carlsen Center	247.50	0
11260	11/15/2011	AQU001	Aqua Water Solutions	47.60	0
11261	11/15/2011	ART001	Art & Learn	26.13	0
11262	11/15/2011	ALT003	Atlantic Safety Product	99.69	0
11263	11/15/2011	B&B001	B&B Products	5,213.85	0
11264	11/15/2011	BAK004	Edith Bakken	227.20	0
11265	11/15/2011	BAL001	Balco Uniforms Co Inc	1,454.00	0
11266	11/15/2011	BAR005	Barnes Distribution	552.14	0
11267	11/15/2011	BAT001	Batteries Plus	18.19	0
11268	11/15/2011	BEC001	Becker Arena Products Inc	2,844.75	0
11269	11/15/2011	BLU002	Blue Moose Bar & Grill	138.94	0
11270	11/15/2011	BOR001	Border States Electric Supply	24.84	0
11271	11/15/2011	BRI003	Brite-Way Window Cleaning	60.00	0
11272	11/15/2011	BUS001	Jennifer Bushee	346.32	0
11273	11/15/2011	BUS002	Business Essentials	27.03	0
11274	11/15/2011	C&R001	C&R Laundry & Cleaners	47.25	0
11275	11/15/2011	CAL002	California Contractors Supplies Inc	328.90	0
11276	11/15/2011	CAN001	Canon Financial Services	167.10	0
11277	11/15/2011	CAR002	Carquest Auto Parts	116.91	0
11278	11/15/2011	COL002	Cole Papers Inc	604.53	0
11279	11/15/2011	CUL001	Culinex	52.96	0
11280	11/15/2011	CUM001	Cummins NPower LLC	1,258.42	0
11281	11/15/2011	CUS002	Custom Stripes Inc	1,105.09	0
11282	11/15/2011	DAK004	Dakota Supply Group	167.38	0
11283	11/15/2011	DIA001	Richard Papenfuss Diamond Cleaning	42.70	0
11284	11/15/2011	DIC001	Stan Dickman	250.00	0
11285	11/15/2011	DIS001	Display Sales Co	76.96	0
11286	11/15/2011	ELE001	Electric Pump	604.93	0
11287	11/15/2011	EXP003	Explorer Post #38	50.00	0
11288	11/15/2011	EXP002	Exponent	227.79	0
11289	11/15/2011	FAM001	Family Institute	680.00	0
11290	11/15/2011	FER001	Ferrellgas	174.89	0
11291	11/15/2011	FIL001	Filter Care	122.34	0
11292	11/15/2011	FIN003	Finest Auto Trim Inc.	325.00	0
11293	11/15/2011	FIR003	Fire Safety USA	75.00	0
11294	11/15/2011	FOR001	Forks Freightliner	377.54	0
11295	11/15/2011	G&K001	G&K Services	336.24	0
11296	11/15/2011	GAF002	Gaffaney's	972.06	0
11297	11/15/2011	GAH001	Gregory Gahlon	836.25	0
11298	11/15/2011	GAL003	Galstad Jensen & McCann PA	8,549.00	0
11299	11/15/2011	GEO001	George's Quick Printing	114.37	0
11300	11/15/2011	GER001	Gerrells Sport Center	1,202.01	0
11301	11/15/2011	GFC001	GF City Utility Billing	14,163.45	0
11302	11/15/2011	GFH002	GF Herald	672.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
11303	11/15/2011	GGF001	GGF Convention & Visitors Bureau	922.67	0
11304	11/15/2011	GOP002	Gopher State Lawn Sprinklers	217.57	0
11305	11/15/2011	GRA004	Grand Cities Towing	80.00	0
11306	11/15/2011	GUS001	Randy Gust	524.32	0
11307	11/15/2011	H&S001	H&S Construction	9,948.00	0
11308	11/15/2011	HAI002	Rick Hajicek	427.50	0
11309	11/15/2011	HAR001	Hardware Hank	975.04	0
11310	11/15/2011	HAR003	Hart's Auto Supply	1,016.18	0
11311	11/15/2011	HEA005	Headliner Talent Marketing	2,350.00	0
11312	11/15/2011	HEA001	Heartland Paper	421.91	0
11313	11/15/2011	HEG001	Justin Hegg	50.00	0
11314	11/15/2011	HOM001	Home of Economy	260.18	0
11315	11/15/2011	HUG001	Hugo's	73.19	0
11316	11/15/2011	INP001	Inprints Screenprinting	198.15	0
11317	11/15/2011	INT020	Internal Revenue Service	526.90	0
11318	11/15/2011	JET001	Jet Way Multiple Services Inc	4,903.00	0
11319	11/15/2011	K&K001	K&K Trucking Inc	3,927.00	0
11320	11/15/2011	KEE002	Keeps Inc	96.99	0
11321	11/15/2011	KEL001	Kellermeier Building Service	1,603.13	0
11322	11/15/2011	KOV004	Karissa Kovar	40.00	0
11323	11/15/2011	LEA002	League of MN Cities	68.00	0
11324	11/15/2011	LIT001	Lithia Payment Processing	572.34	0
11325	11/15/2011	M&W001	M&W Services	80.16	0
11326	11/15/2011	MAC002	MacQueen Equipment	194.53	0
11327	11/15/2011	MAR004	Marco	161.40	0
11328	11/15/2011	MCD003	McDonald Dash	200.94	0
11329	11/15/2011	MCF001	McFarlane	4,300.00	0
11330	11/15/2011	MEN001	Menards	40.01	0
11331	11/15/2011	MPO001	Metropolitan Planning Organization	865.64	0
11332	11/15/2011	MIK001	Mike's Pizza	88.76	0
11333	11/15/2011	MNC005	MN County Attorney's Association	29.93	0
11334	11/15/2011	MND010	MN Dept of Health Env Health Div	715.00	0
11335	11/15/2011	MND003	MN Dept of Labor & Industry	30.00	0
11336	11/15/2011	MND007	MN Dept of Revenue	6,588.00	0
11337	11/15/2011	MNR002	MN Rural Water Association	500.00	0
11338	11/15/2011	COM002	Morgan Printing	159.24	0
11339	11/15/2011	NEV001	Nevco Inc	269.89	0
11340	11/15/2011	NOR001	Northland College	1,365.44	0
11341	11/15/2011	ORE001	O'Reilly Auto Parts	369.08	0
11342	11/15/2011	OPP001	Opp Construction	9,870.00	0
11343	11/15/2011	OPT002	Optimist International Foundation	138.75	0
11344	11/15/2011	PAM001	Pamida	236.82	0
11345	11/15/2011	PDQ001	PDQ Sanitary Services	90.96	0
11346	11/15/2011	PEA001	Peak Performance	138.72	0
11347	11/15/2011	PET001	Peterson Veterinarian Clinic P.C.	457.58	0
11348	11/15/2011	PIN002	Pine to Prarie Drug Task Force	3,971.81	0
11349	11/15/2011	POL001	Polk County Attorney-Widseth	381.17	0
11350	11/15/2011	POL009	Polk County DAC	20.67	0
11351	11/15/2011	PRA001	Praxair Distribution	22.07	0
11352	11/15/2011	PRE001	Premium Waters Inc	94.62	0
11353	11/15/2011	PSD001	PS Door Services	547.04	0
11354	11/15/2011	QUI001	Quill Corp	87.04	0
11355	11/15/2011	R&R001	R&R Specialties of Wisconsin Inc	42.85	0
11356	11/15/2011	REI001	Reimer Welding	6,296.00	0
11357	11/15/2011	REL001	Reliable Office Supplies	268.76	0
11358	11/15/2011	REZ002	Anthony Reznicek	324.50	0
11359	11/15/2011	ZAV001	RJ Zavoral & Sons	2,308.50	0
11360	11/15/2011	RMB001	RMB Environmental Lab Inc	150.00	0
11361	11/15/2011	STE001	Stennes Granite	475.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
11362	11/15/2011	STR007	Structural Materials	227.28	0
11363	11/15/2011	SUN002	Sun Dot Communications	126.99	0
11364	11/15/2011	TIG001	Tiger Direct.com	522.80	0
11365	11/15/2011	SCH030	Timothy and Katherine Schuh & Aleru	5,000.00	0
11366	11/15/2011	TRU001	True Temp	144.39	0
11367	11/15/2011	USF002	US Foodservice Inc TM	544.24	0
11368	11/15/2011	VAL002	Valley Truck	2,738.34	0
11369	11/15/2011	VER001	Verizon Wireless	32.09	0
11370	11/15/2011	VIL001	Vilandre Heating & A/C	442.53	0
11371	11/15/2011	WAS001	Waste Mgmt	42,023.18	0
11372	11/15/2011	WAT001	Water & Light Department	34,302.54	0
11373	11/15/2011	WAY001	Wayne Foundation	4,387.50	0
11374	11/15/2011	WDA001	WDAZ TV	880.00	0
				209,857.02	
Check Total:					